

**WORK SESSION
September 8, 2014
6:00 PM**

CALL TO ORDER BY MAYOR**1 ROLL CALL BY THE CITY CLERK****2. 2014 FEDERAL LEGISLATIVE UPDATE**

City Council will receive an update from Capital Edge regarding Avondale's legislative priorities, as well as an update on recently proposed federal policies. For information and discussion only.

3. UPDATE OF THE AVONDALE PUBLIC LIBRARY HOURS OF OPERATION

City Council will receive an update regarding the City of Avondale Library hours. For information and discussion.

4 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 politica 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 estos 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 ninos no sten presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

2014 Federal Legislative Update

MEETING DATE:

9/8/2014

TO: Mayor and Council

FROM: Pier Simeri, Communications and Public Affairs Director (623) 333-1611

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Council will receive an update from Capital Edge regarding Avondale's legislative priorities, as well as an update on recently proposed federal policies. Council will also have the opportunity to provide direction to staff and Capital Edge regarding specific federal priorities or issues for the upcoming fiscal year.

BACKGROUND:

In June 2014, the Avondale City Council approved an amendment to the City's contract with Capital Edge Inc. for federal advocacy services for FY 2015. Capital Edge, a Washington, D.C. based advocacy and consulting firm, specializes in representing municipal governments, and has represented Avondale's interests at the federal level since December 2009.

DISCUSSION:

Capital Edge's services to the city include:

- Advocating for (or opposing) legislation that may impact the City
- Identifying and promoting pertinent federal grant opportunities
- Influencing the regulatory activities of federal agencies
- Serving as a liaison between the City and the congressional delegation
- Promoting City priorities with national local government organizations

Some recent issues on which Capital Edge has worked on behalf of the City include discussions with the Environmental Protection Agency (EPA) on the cleanup of the Phoenix-Goodyear Airport North Superfund site; maintaining ability of the City to use federal transit funding for operating expenses, and negotiations with the Department of Housing and Urban Development regarding the City's Neighborhood Stabilization Program. CapitalEdge's DC-presence also served as a valuable resource during former Mayor Rogers' tenure as President of the National League of Cities, with assistance in arranging meetings with federal delegates and their staff on a variety of key issues -- from protecting CDBG funding to municipal bonds -- that impact Avondale.

Recent activities by Congress and the President will shape what is to come for local governments for the remainder of 2014 and 2015. Capital Edge will discuss how these policies and others may affect Avondale. Some of these matters include:

- Impacts of the 2014 elections on local governments
- Completion of the FY 2015 federal budget

- Legislation to allow states and local governments to collect sales taxes on out-of-state online purchases (Marketplace Fairness Act)
- Proposals to eliminate or pare back the tax-exempt status of municipal bonds
- Reauthorization of federal highway and transit programs

BUDGET IMPACT:

Capital Edge's fee is included in the FY 2014-2015 budget in the amount of \$69,000. Council approved their contract in June 2014.

RECOMMENDATION:

For information, discussion and direction.



CITY COUNCIL AGENDA

SUBJECT:

Update of the Avondale Public Library Hours of Operation

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Christopher Reams, Parks, Recreation and Libraries Director (623) 333-2412**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is providing the City Council with the City of Avondale Library hours update for information and discussion.

BACKGROUND:

The City of Avondale Public Library System (APL) consists of two libraries: the Avondale Civic Center Library (Civic Library) and the Sam Garcia Library (Sam Garcia). Each library is normally open a total of 50 hours per week. Minimum staffing levels are 2 staff members at Civic Center and 4 staff members at Sam Garcia. This allows for customer service coverage at the counter. In addition, APL staff assist patrons with material selection, computer usage, material inventory, shelving, and program development.

Normal hours of operation before the trial were:

Monday – Thursday: 10am – 7pm

Friday – Saturday: 10am – 5pm

Sunday – No Service

Library staff received input from customer surveys and the Library Advisory Board requesting that the staff investigate the feasibility of extending the library hours of operation to include later hours in the evening and opening the libraries on Sundays. There was also a need to assess whether there might be a need to adjust and possibly reduce some of the underutilized library hours of operation. Current staffing levels are sufficient to cover 50 operational hours per week, but are challenged with out of school time hours and program enhancements. Library staff coverage is down to one staff member available for desk coverage during certain times of the day.

During FY 2013-14 the APL budget had salary savings available in the personnel budget line item due to staff retirements and resignations. The available funds provided an opportunity to experiment with additional hours. Extended library hours were offered on a trial basis to assess the following:

- actual library patrons utilization of extended hours
- potential need for additional staffing
- budgetary impact
- assessment of the most popular and utilized library hours.

Library hours were extended to 56 hours at each branch for a period of five (5) months. The trial hours of operation were:

Monday – Thursday: 10am – 9pm

Friday – Sunday: 1pm – 5pm

Staff worked with the Community Relations Department to develop a month long marketing campaign to inform patrons of the new hours. The marketing campaign included email blasts, social media, and a West Valley View editorial positively covered the trial process. The five month trial also provided sufficient time for the community to receive notification of the changes, especially regular patrons.

DISCUSSION:

The trial period enabled staff to evaluate optimal use of hours. Library staff analyzed customer feedback, library services benchmarking, and programming requirements. The patron counts and circulations were lower than average in the evenings but computer use remained stable. Average patron counts during the trial period were approximately 130–150 patrons per hour. The average patron count during the extended evening hours averaged 69 – 37 patrons per hour, declining each of the final two hours. The average counts during the weekend hours were approximately 72 patrons per hour on Saturdays and 25 patrons per hour on Sundays. Patrons positively commented on the fact that the City of Avondale is addressing patron concerns. In addition, the patrons that used the library during the revised schedule appreciated the Sunday operation.

Staff also reviewed operating hours at Southwest Valley libraries:

Phoenix Libraries

Monday – 9am – 5pm

Tuesday – Thursday - Varied opening times during the week based on each branch (9am – 9pm, 10am – 8pm, or 11am -7pm)

Friday and Saturday – 9am – 5pm Sunday – 1pm – 5pm

Litchfield Park Library

Monday – Wednesday – 10am – 8pm

Thursday – Saturday – 10am – 5pm Closed Sunday

Goodyear Library

Monday – Wednesday – 10am – 7pm

Thursday – Saturday – 10am – 5pm

Staff also visited the City of Mesa Public Library to review a staffing model which provides customer self-service hours to extend patron library access time with fewer staff. While Mesa Library staff prepares the library for full service operating hours, the library is open for automated services only. This includes self-check-out, automated materials returns, and computer use. The self-service hours increase patron access with reduced staffing.

Staff determined that the residents supported the increased hours and there were residents that would use the library during the extended hours. The amount of library patrons utilizing the library after 7:00pm, however, was not sufficient to warrant shifting the hours from the morning. Further, staffing levels cannot support continued extended hours until 9:00pm within the current budget. However, innovative use of staff coverage would provide an opportunity to adjust the hours of operations to provide operating hours when the largest usage occurs. The proposed hours of operation maintain the pre-trial service hours, reduce the strain on staffing coverage during peak hours, and provide Avondale residents with extended service during the week and availability on Sunday at Sam Garcia.

Based on this analysis, staff determined that some of the extended trial hours should remain in place in a modified format as follows:

Monday – Thursday *10am - 8pm (11am at Sam Garcia)

Friday - 1pm - 5pm

Saturday - 11am - 5pm

Sunday (Sam Garcia Only) 1pm - 5pm

Self Service Hours will be available at both libraries during the final hour of the day. Sam Garcia Library requires additional staffing because it is a two story building. However, the evening security guard will make Sam Garcia self-service hours possible during the final hour of the day. Staff will need to become familiar with the self service operations before full implementation is available at Sam Garcia.

The new hours will have some challenges and future opportunities. The challenges include the need for 7 –day per week IT coverage. The APL has one (1) Information Technology Systems Analyst and additional coordination will be required with the Information Technology department to ensure technology repair and maintenance coverage as required.

Future opportunities include enhanced services. The Sunday operations at Sam Garcia provide Avondale patrons with seven (7) day per week library access and staff will continue to monitor request for adding Sunday operations at Civic Center. The Self Service process will provide staff with ongoing information on how the process is received and the effect on library operations. Self-service hours at Sam Garcia require more staff because it is a two-story building. Therefore, self-service hours will be monitored at Sam Garcia after staff become more familiar with the self-service operation.

Long term APL goals are to continue to find innovative practices, upgrades to library automation, benchmarking, and optimized library hour usage.

BUDGET IMPACT:

There is no budgetary impact to the requested hours of operation.

RECOMMENDATION:

Staff is providing the City Council with the City of Avondale Library hours update for information and direction. No action is required at this time.



CITY COUNCIL AGENDA

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

REGULAR MEETING
September 8, 2014
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. NEW EMPLOYEE INTRODUCTION

Drew Bryck, Environmental Program Manager
Erin Hausauer, Emergency Management Officer
Tony Woodrum, Public Works Superintendent

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

**a. CHRISTINA FABIAN AND VERONICA VERDUGO-LOMELI, MEMBERS OF THE
HISTORIC AVONDALE MERCHANTS ASSOCIATION**

4 UNSCHEDULED PUBLIC APPEARANCES

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

5 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of August 4, 2014
2. Regular Meeting of August 4, 2014
3. Work Session of August 11, 2014
4. Regular Meeting of August 11, 2014

b. SPECIAL EVENT LIQUOR LICENSE - HSA SOFTBALL TOURNAMENT

City Council will consider a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for two special event liquor licenses to be used in conjunction with an adult softball tournament scheduled for Saturday, September 27 and Sunday, September 28, 2014 at Festival Fields located at 101 E Lower Buckeye in Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE SERIES 12 (RESTAURANT) - CHINA CITY SUPER BUFFET

City Council will consider a request from Ms. Liqiong Deng for a Series 12 Restaurant License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road in Avondale. The Council will take appropriate action.

d. CONSTRUCTION CONTRACT AWARD - CASTLE STEEL INC. - WATER RECLAMATION FACILITY HEADWORKS CRANE

City Council will consider a request to award Castle Steel Inc. a Construction Contract to install a crane in the Water Reclamation Facility Headworks building in the amount of \$162,770 and authorize the Mayor or City Manager and City Clerk the necessary documents. The Council will take appropriate action.

e. ADDENDUM TO SERVICES AGREEMENT - 3M COMPANY

City Council will consider a request to approve and addendum to the services agreement with 3M Company for the servicing and licensing of the City of Avondale Libraries' self-check systems in an amount not to exceed \$50,137.00 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. COOPERATIVE PURCHASING AGREEMENT - DESERT EDGE AUTO BODY, LLC

City Council will consider approving a cooperative purchasing agreement with Desert Edge Auto Body LLC, for auto body repairs for passenger cars and light duty trucks for an annual amount not to exceed \$25,000; aggregate contract amount not to exceed \$125,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT - HOFFMAN SOUTHWEST CORP.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Hoffman Southwest Corp. d/b/a Professional Pipe Services to provide wastewater collection system cleaning and closed circuit television inspection services for an annual amount not to exceed \$100,000 an aggregate amount not to exceed \$200,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. COOPERATIVE PURCHASING AGREEMENT - VALLEY METRO OFFICIALS, LLC

City Council will consider a request to approve a Cooperative Purchasing Agreement with Valley Metro Officials, LLC to provide umpire services for one year, for adult slow-pitch softball in an amount not to exceed \$75,000 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - THE GOODYEAR TIRE AND RUBBER COMPANY

City Council will consider a request to approve the Second Amendment to the Cooperative Purchasing Agreement with the Goodyear Tire and Rubber Company to purchase tires and related materials for an annual amount not to exceed \$70,000 an aggregate amount not to exceed \$280,000; extend the current agreement to September 30, 2015 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

j. PROFESSIONAL SERVICES AGREEMENT RITTOCH-POWELL ASSOCIATES

City Council will consider a request to approve a Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc. to provide engineering design services for the Dysart Road Phase 2 Pedestrian and Bicycle Improvements in the amount of \$146,530.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - NCS ENGINEERS - NORTHSIDE BOOSTER STATION RESERVOIR MODIFICATION AND COATING

City Council will consider a request to approve a First Amendment to the Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a/ NCS Engineers in an amount not to exceed \$10,800, for a maximum amount not to exceed \$90,818.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 3213-914 - INTERGOVERNMENTAL AGREEMENT - AGUA FRIA UNION HIGH SCHOOL DISTRICT #216

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Agua Fria Union High School District #216 to share the cost of providing a School Resource Officer during the 2014/2015 school year at Agua Fria High School and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

m. RESOLUTION 3214-914 - MUNICIPAL SUSTAINABILITY PLAN

City Council will consider a resolution approving the Avondale Municipal Sustainability Plan. The Council will take appropriate action.

6 BUDGETARY REPORT FOR THE PERIOD ENDING 6/30/2014

Staff will present a preliminary year end budgetary status report for the 2013-14 fiscal year.

7 FIRST AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT - MOTOROLA SOLUTIONS, INC.

City Council will consider a request to approve the first amendment to the Communications Systems Agreement with Motorola Solutions, Inc. for the purchase of 266 new narrow band police radios (portables as well as mobile radios) in an amount not to exceed \$1,389,789.25 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

8 EXECUTIVE SESSION

City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding (i) the purchase of real property and (ii) a potential lease for a cellular tower.

9 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Special Event Liquor License - HSA Softball
Tournament

MEETING DATE:

9/8/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for four special event liquor licenses to be used in conjunction with an adult softball tournament scheduled for Saturday, September 27 and Sunday, September 28, 2014 at Festival Fields located at 101 E Lower Buckeye in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for four Special Event Liquor Licenses to be used in conjunction with a softball tournament.

The event is open to the public and will be held at Festival Fields from 9:00 am on Saturday, September 27, 2014 to 3:00 pm on Sunday, September 28th.

Sale of liquor will be according to the following schedule:

- Saturday, September 27th from 11:00 am to to 2:00 am
- Sunday, September 28th 12:00 pm to 3:00 pm

The applicant has informed staff that the event times listed on the application may vary slightly depending on the total number of team that register by the deadline. Number of hours can only be reduced.

The required fees have been paid. The Police and Fire Department have reviewed the application and are recommending approval. Their comments are attached.

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

1. The event is open to the public
2. A background check of the representative, Mr. Maldonado revealed no contact with the Avondale Police Department
3. The event is a fundraiser

4. Security measures taken by the applicant - In addition to licensed security, the applicant will hire one off-duty police officer as required by the Avondale Police Department
5. Beer will be served
6. Beverages will be dispensed in cans
7. The event organizer has obtained special event liquor licenses in the past. Most recently in August for another overnight softball tournament. The event did not create any disturbances to the surrounding neighborhoods
8. No problems are foreseen for this event in terms of noise, time or length of the event
9. The event will last a total of 30 hours, however liquor sales will only take place during 18 of those hours
10. Sanitary facilities are available within the park
11. Zoning designation at this location is Agricultural (AG) and General Industrial (A-1). Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated daily attendance in the liquor area is 80
13. The event is a softball tournament that will also feature a DJ or radio that will play throughout the evening
14. Per the Police and Engineering Department, no traffic control measures will be necessary as there is ample parking within the park

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for two special event liquor licenses to be used in conjunction with an adult softball tournament scheduled for Saturday, September 27 and Sunday, September 28, 2014 at Festival Fields located at 101 E Lower Buckeye in Avondale.

ATTACHMENTS:

Description

[Application](#)

[Departmental Review](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



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

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

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

DEPT USE ONLY
LIC#

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

1. Name of Organization: TGOP

2. Non-Profit/I.R.S. Tax Exempt Number: 27-0930747

3. The organization is a: (check one box only)
- Charitable Fraternal (must have regular membership and in existence for over 5 years)
 - Civic Political Party, Ballot Measure, or Campaign Committee
 - Religious

4. What is the purpose of this event? Adult Softball Tournament

5. Location of the event: 101 E Lower Buckeye Avondale MunicipA 85323

Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: maldonado adlain Joseph [REDACTED]

Last First Middle Date of Birth

7. Applicant's Mailing Address: [REDACTED]

Street City State Zip

8. Phone Numbers: [REDACTED] [REDACTED] () [REDACTED]

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>Sept 27 2014</u>	<u>Sat</u>	<u>11am</u>	<u>12am</u>
Day 2:	<u>Sept 28 2014</u>	<u>Sun</u>	<u>12am</u>	<u>2am</u>
Day #2	<u>Sept 28 2014</u>	<u>Sun</u>	<u>NOON</u>	<u>3pm</u>
Day #3				
Day #4				
Day #5				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 4 days this year, including this event (not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
 If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
TBOP	Santa Barbara, CA	50%
Joe maldonado	[REDACTED]	50%

- (Attach additional sheet if necessary)
 Security takes my 50% - Cost of PD for sales of BEER.
14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

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

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

1 # Police Fencing
1 # Security personnel Barriers

Temp fencing. Security checking Id
 Avondale Police checking Area.

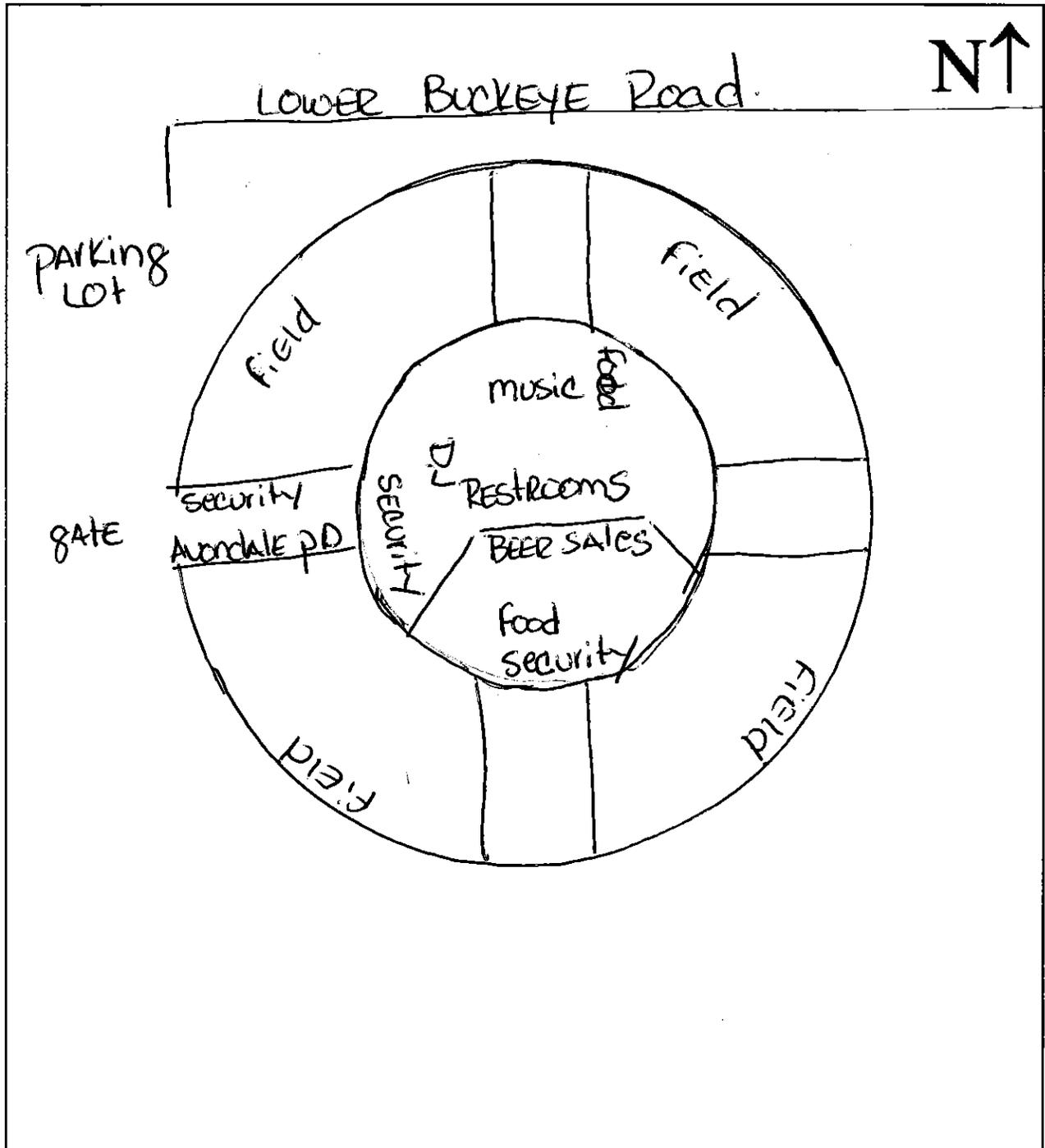
16. Is there an existing liquor license at the location where the special event is being held? YES NO
 If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
 (ATTACH COPY OF AGREEMENT)

 Name of Business () Phone Number

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

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

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



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

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

X [Signature] Board Member 7-18-14 [Redacted]

(Signature)
MIKE THORNE
Commission # 1897686
Notary Public - California
San Diego County
My Comm. Expires Jul 30, 2014

(Title/Position) (Date) (Phone #)
State of CA County of Santa Barbara
The foregoing instrument was acknowledged before me this
21 July 2014
Day Month Year

My Commission expires on: 7-30-2014
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

MIKE THORNE
Commission # 1897686
Notary Public - California
San Diego County
My Comm. Expires Jul 30, 2014

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

I, Adam Joseph Maldonado declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

[Signature]
(Signature)

State of CA County of Santa Barbara
The foregoing instrument was acknowledged before me this
21 July 2014
Day Month Year

My commission expires on: 7-30-2014
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOSEPH MALDONADO

ORGANIZATIONS NAME: TGOP

EVENT ADDRESS: 101 E. LOWER BUCKEYE

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

PURPOSE OF EVENT: ADULT SOFTBALL TOURNAMENT

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Chief of Police

TITLE

8/6/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUG.14, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOSEPH MALDONADO

ORGANIZATIONS NAME: TGOP

EVENT ADDRESS: 101 E. LOWER BUCKEYE

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

PURPOSE OF EVENT: ADULT SOFTBALL TOURNAMENT

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jesse Y. Gomez
SIGNATURE
Fire Inspector
TITLE

8/7/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUG.14, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOSEPH MALDONADO

ORGANIZATIONS NAME: TGOP

EVENT ADDRESS: 101 E. LOWER BUCKEYE

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

PURPOSE OF EVENT: ADULT SOFTBALL TOURNAMENT

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



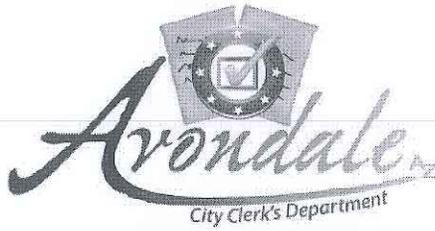
SIGNATURE
Chief Binding Official

TITLE

8/7/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **AUG.14, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

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

APPLICANT'S NAME: ADAM JOSEPH MALDONADO

ORGANIZATIONS NAME: TGOP

EVENT ADDRESS: 101 E. LOWER BUCKEYE

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

PURPOSE OF EVENT: ADULT SOFTBALL TOURNAMENT

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



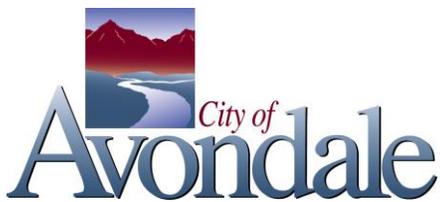
SIGNATURE
Zoning Specialist

TITLE

8/12/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUG.14, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 12, 2014

TO: Carmen Martinez, City Clerk

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

SUBJECT: TGOP/HSA Softball Tournament
Series 15 Liquor License – Special Event Liquor License
101 E Lower Buckeye Rd

The site is located on the southeast corner of Central Avenue and Lower Buckeye Road. The building/fields are existing.

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Public/Civic. The site is currently zoned Agricultural (AG) and General Industrial (A-1). Park and recreation areas are permitted within the AG zoning district, but is not an allowed use in the A-1 zoning district.

Staff recommends approval of this request.

Attachment: 2013 Aerial Photography
Zoning Vicinity Map

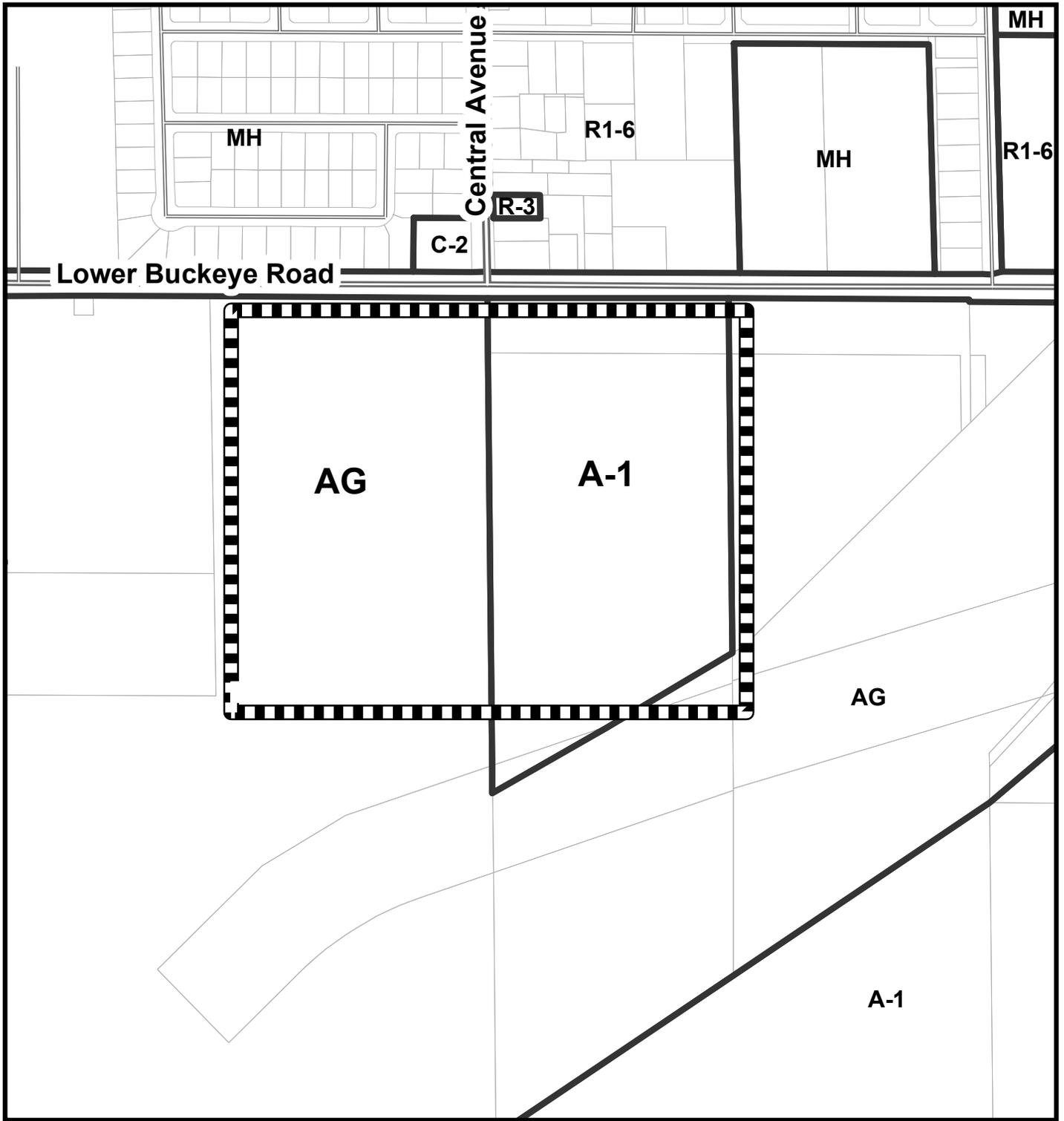


2013 Aerial Photograph



Subject Property



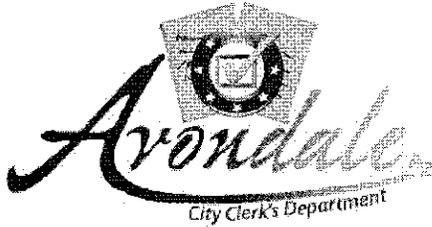


Zoning Vicinity Map



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

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

APPLICANT'S NAME: ADAM JOSEPH MALDONADO

ORGANIZATIONS NAME: TGOP

EVENT ADDRESS: 101 E. LOWER BUCKEYE

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

PURPOSE OF EVENT: ADULT SOFTBALL TOURNAMENT

DEPARTMENTAL COMMENTS:

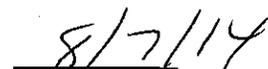
APPROVED

DENIED



SIGNATURE
Tax Audit Supervisor

TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **AUG.14, 2014**



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 12 (Restaurant) - China
City Super Buffet

MEETING DATE:

9/8/2014

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

City Council will consider a request from Ms. Liqiong Deng for a Series 12 Restaurant License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a Series 12 Restaurant license to sell all spirituous liquors from Ms. Liqiong Deng for a Series 12 Restaurant License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road, Ste 35 in Avondale, Arizona. The establishment is currently licensed under different ownership.

As required by state law and city ordinance, the application was posted for the required period of time starting August 14, 2014 and a notice was published in the West Valley View on August 26th and September 4th. No comments were received.

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

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

RECOMMENDATION:

Staff is recommending Council approval of an application for a Restaurant (Series 12) License to sell all spirituous liquors at China City Super Buffet located at 10040 W McDowell Road, Ste 35 in Avondale, Arizona.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

[Posting photos](#)

[Vicinity Map](#)

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

14 JUN 30 Liq. Dept AM10:23

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)

14 JUN 17 Liq. Dept AM10:50

SECTION 3 Type of license and fees LICENSE #(s): 12079964

1. Type of License(s): series 12

2. Total fees attached:

\$ 272.00 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. DENG LIQIONG P1071979
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: China City AVONDALE LLC B1052754
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: CHINA CITY SUPER BUFFET B1044771
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 10040 W MCDOWELL RD STE 35 AVONDALE MARICOPA 85392
(Do not use PO Box Number) City County Zip

5. Business Phone: 623-907-4545 Daytime Phone: [redacted] Email: N/A

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

7. Mailing Address: [redacted] City State Zip

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

DEPARTMENT USE ONLY

Fees: Application 160.00 Interim Permit 100.00 Site Inspection 50.00 Finger Prints 22.00 \$ 272.00 TOTAL OF ALL FEES

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

Accepted by: SG Date: 7/17/14 Lic. # 12079964

SECTION 5 Interim Permit:

*14 JUN 30 Licr. Dept AM1023

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. 12078505
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

*14 JUN 17 Licr. Dept AM1050

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

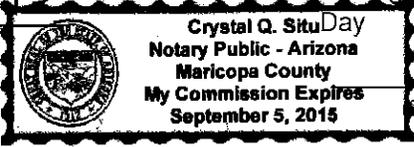
I, YANG CHUN LU, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of AZ County of Maricopa

x Yang Chun Lu
(Signature)

The foregoing instrument was acknowledged before me this
25th day of June, 2014
Month Year

My commission expires on: Sep. 5, 2015



[Signature]
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

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#

REST

License 12078505

Issue Date: 12/20/2010

Issued To:
YANG CHUN LU, Agent
CHINESE ASIAN SUPER BUFFET INC, Owner

Location:
CHINA CITY SUPER BUFFET
10040 W MCDOWELL RD STE 35
AVONDALE, AZ 85392

Restaurant

Expiration Date: 3/31/2015

Mailing Address:

YANG CHUN LU
CHINESE ASIAN SUPER BUFFET INC
CHINA CITY SUPER BUFFET
1450 W GUADALUPE RD STE 109
GILBERT, AZ 85233

EXP 3/31/2015

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.*

14 JUN 30 Lic. Dept AM1023

1. Name of Corporation/L.L.C.: CHINA CITY AVONDALE LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 06/23/2014 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1934590-4 Date authorized to do business in AZ: 06/25/2014
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
DENG	LI	QIONG	MEMBER	[REDACTED]	[REDACTED]

(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
DENG	LI	QIONG	100	[REDACTED]	[REDACTED]

(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:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle **14 JUN 30 Lic. DEPT. AM1023**
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be 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

14 JUN 30 Lic. Dept RM1023

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

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

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

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

1. Distance to nearest school: 4752 ft. Name of school RIO VISTA ELEMENTARY
Address 10237 W ENCANTO BLVD. AVONDALE, AZ 85392
City, State, Zip _____

2. Distance to nearest church: 2112 ft. Name of church LIFE POINT CHURCH
Address 10250 W MCDOWELL RD, AVONDALE, AZ 85323
City, State, Zip _____

**SEE
AMENDMENT**

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

4. If the premises is leased give lessors: Name INLAND SOUTHWEST MGT LLC
Address 2901 BUTTERFIELD RD OAK BROOK, IL 60523
City, State, Zip _____

4a. Monthly rental/lease rate \$ 14900 What is the remaining length of the lease 7 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ N/A or other PURSUE LEGAL REMEDY
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

14 AUG 14 11:01 AM '14

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

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

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

- 1. Distance to nearest school: 1910 ft. Name of school RIO VISTA ELEMENTARY
Address 10237 W. ENCANTO BLVD., AVONDALE, AZ. 85392
City, State, Zip _____
- 2. Distance to nearest church: 2455 ft. Name of church WESTRIDGE 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 _____
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
- 5. What is the total business indebtedness for this license/location excluding the lease? \$ _____
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

5

AMENDMENT
China City Super Buffet
#12078505

SECTION 13 - continued

14 JUN 30 Lic. Dept #1023

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 12078505 (exactly as it appears on license) Name CHINA CITY SUPER BUFFET Yang Chun Lu

SECTION 14 Restaurant or hotel/motel license applicants:

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

LU YANG CHUN and license # 12078505
Last First Middle

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

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

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

Li Zhong Deng
applicant's signature

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

L Q D
applicants initials

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

1. Check ALL boxes that apply to your business:

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

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

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

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

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

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

L Q D
applicants initials

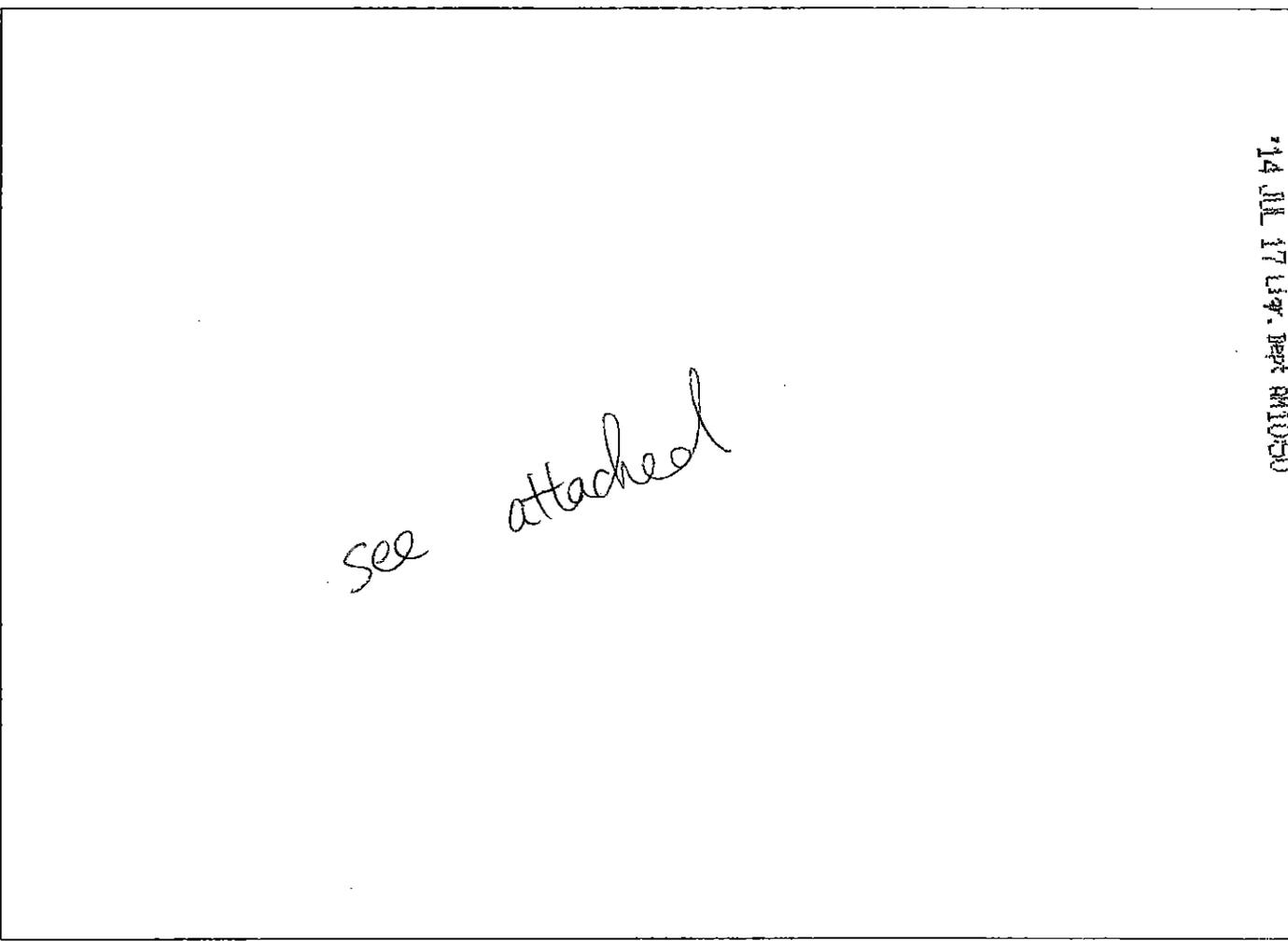
14 JUL 17 Lic. Dept #1023

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

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

14 JUN 30 11:47 AM 2014

14 JUN 17 11:47 AM 2014



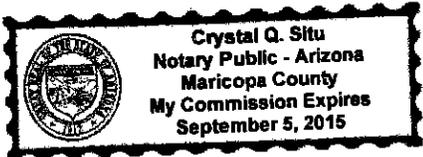
SECTION 16 Signature Block

I, LI QIONG DENG, hereby declare that I am the OWNER/AGENT filing this

(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Li Qiong Deng
(signature of applicant listed in Section 4, Question 1)



State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 25th of June, 2014
Day Month Year

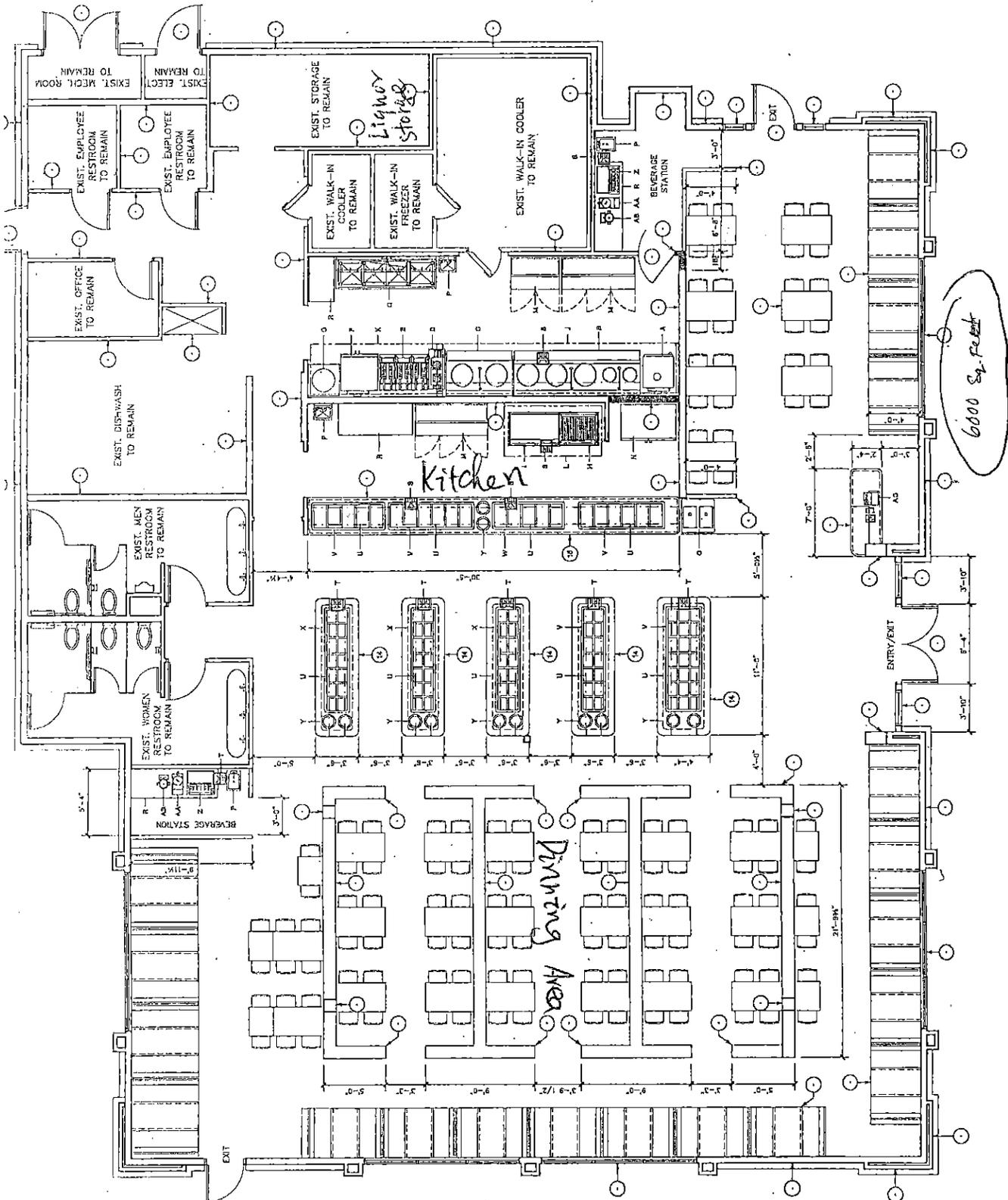
My commission expires on: 05.09.2015
Day Month Year

[Signature]
signature of NOTARY PUBLIC

14 JUN 50 Lic. Dept AM1023

Plan

CHINA CITY BUFFET



NO.	DESCRIPTION	MODEL	QTY
A	SMOKE HOUSE	MS-3D	75.000
B	3-HOLE CHINESE WORKS	MSR-300	500.000
C	2-HOLE CHINESE WORKS	MSR-200	200.000
D	3-DECK PANTRY TO 110.000 BTU EA.	AMPT2-3	8.000
E	DOUBLE CONNECTION OVEN	WA-200	2.000
F	NEW ICE CREAM MACHINE	WA-200	3.000
G	NEW ICE CREAM MACHINE	WA-200	3.000
H	CHAR BROTHER	MSR-3A	10.000
I	48" CROCK	MSR-4828	120.000
J	18" 5/8 KITCHEN TYPE I HOOD		
K	10" 5/8 KITCHEN TYPE I HOOD		
L	5" 5/8 KITCHEN TYPE I HOOD		
M	COOKING MATERIAL REFRIGERATOR		
N	DOUBLE DOOR REACH-IN REFRIGERATOR	TRIE 7-184	
O	NEW ICE CREAM MACHINE	TAYLOR 338	
P	NEW HAND SINK		
Q	EXISTING FOOD PREP. SINK		
R	5/8 WORK TABLE		
S	EXISTING FLOOR SINK		
T	NEW FLOOR SINK		
U	TABLE MOUNT SQUEEZE GUARD		
V	DROP-IN COLD ICE WATER FOOD UNIT		
W	DROP-IN HOT FOOD UNIT W/1 8KW HT.		
X	DROP-IN HOT FOOD UNIT W/2 3KW HT. EA.		
Y	DROP-IN PLATE DISPENSER		
Z	SODA & ICE DISPENSER		
AA	ICED TEA BREWER		
AB	COFFEE BREWER		
AC	CASHIER'S COUNTER		

14 JUL 17 Lic. Dept AM1050

6000 Sq. Feet

14 JUN 30 11:47 AM 10:24

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

LICENSE # 120799104

14 JUN 17 11:47 AM 10:51

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

Grill	48" GRIDDLE, IMGA-4828, 6 BURNERS, GAS FRYER
Oven	DOUBLE OVEN CONVERSION
Freezer	WALK-IN FREEZER
Refrigerator	WALK-IN COOLER, REACH-IN REFRIGE, PREP REFRIGE
Sink	FLOOR SINK, MOP SINK, STAINLESS STEEL 3 COMPARTMENT SINK, WALL MOUN
Dish Washing Facilities	AUTO CHO LOR
Food Preparation Counter (Dimensions)	6'X3', 3'X2'
Other	50 GALLON WATER HEATER, ICE MAKER, GAS CHARBROILER, STOCK POT

2. Print the name of your restaurant: CHINA CITY SUPER BUFFET

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 [208]
- b. Bar area of your premises [+0]
- c. Total area of your premises [208]

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.) 60 %

*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).

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

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

- 3 COOKS: PREPARE AND COOK FOOD
 - 2 CASHIER: RUN THE CASH REGISTER
 - 1 KITCHEN MANAGER: IN CHARGE OF KITCHEN'S OPERATION INCLUDING SCHEDULING, ORDERING.
 - 6 KITCHEN HELPER: PREPARE FOOD AND CLEAN DISHES
 - 8 WAITER AND WAITRESS
 - 2 RESTAURANT MANAGER: OVERSEE THE RESTAURANT OVERALL OPERATION
- _____

14 JUL 17 11:49 AM '10:51

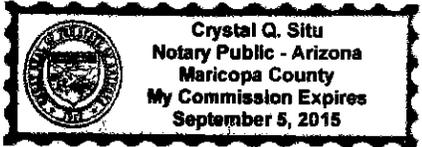
I, LI QIONG DENG, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.

X Li Qiong Deng
(Signature of APPLICANT)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this
25th day of June, 2014.
Day of Month Month Year

My commission expires on: 09/05/2015

[Signature]
(Signature of NOTARY PUBLIC)



State of Arizona
Department of Liquor Licenses and Control

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

14 JUN 30 11:47 AM Dept #1024

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. §4-205.02(H). Other documents that may be required for audit include and are not limited to:

14 JUN 17 11:47 AM Dept #1051

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

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, Li Qiong Deng have read and fully understand all aspects of this statement.

Print Full Name (first, middle, last)

Li Qiong Deng
Signature of Licensee

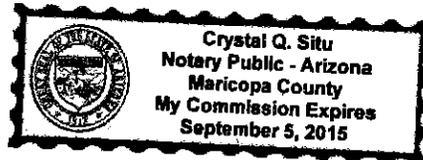
Notary

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 25th day of June, 2014

My Commission Expires on: 05 09 2014

[Signature]
Signature of Notary



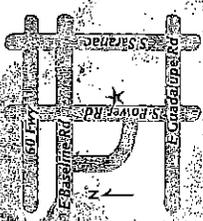
MAKE A COPY OF THE DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

All You Can Eat China City Super Buffet

2225 S. Power Road, Suite 101, Mesa, AZ 85209
 TEL: 480.807.6688 FAX: 480.807.6689

Business Hours:
 Mon-Thurs: 10:30 am - 10:00 pm
 Friday, Sat, Sunday: 10:30 am - 10:30 pm

10040 W. McDowell Blvd. ■ **Mongolian B.B.Q.**
 Sushi • Seafood • Chinese



Lunch: Monday-Saturday
 Adult: \$7.49
 Children (4-10 Yrs): \$3.99

Dinner: Monday-Thursday
 Adult: \$10.99
 Children (4-10 Yrs): \$5.99

Sun & Holiday:
All Day Dinner
Friday-Saturday Dinner
 Adult: \$11.99
 Children (4-10 Yrs): \$5.99

China City Super Buffet accommodates all types of group gathering, whether it is a graduation celebration, business reception or birthday party. Please Contact Manager For Reservation.

Menu Change Daily:
 Snow Crab Leg, Crab, Oyster, Fresh Fish, Craw Fish, Scallops,
 Clam, Mussels, Duck, Baked Scallops, Fried Calamari, Baked Salmon, Shrimp,
 Various Kinds of Sushi, Salad Bar, Ice Cream, Fresh Fruit, Appetizers, Desserts.... And More.

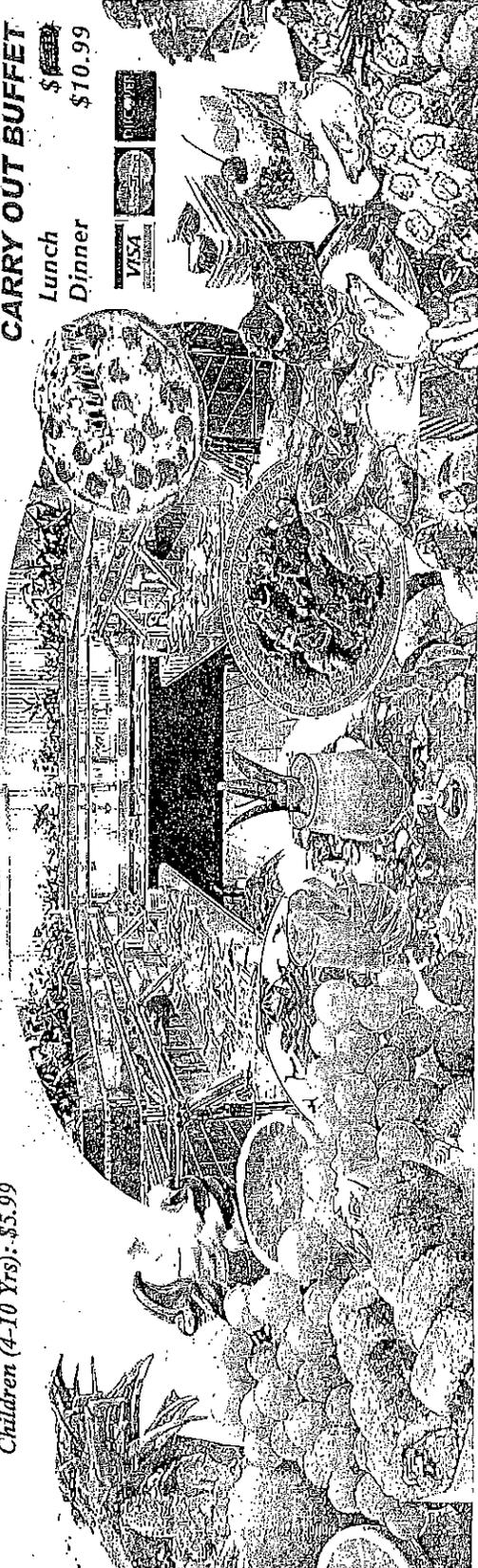
Over 200 Items Prepare Fresh Daily

Drinks \$1.59
 (Free Refills)

Seniors (60 Yrs & Older)
 gets 10% OFF

**PARTY ROOM,
 GIFT CERTIFICATES &
 CATERING AVAILABLE**

CARRY OUT BUFFET
 Lunch \$10.99
 Dinner \$10.99



JUN 30 11:47. Dept AM1024

14 JUL 17 11:47. Dept AM1051

'14 JUN 30 Liq. Dept #M1024

China City Super Buffet

Drink Menu:

Local Beer \$2.75

Imported Beer \$3.00

Cocktail \$4.95

Wine Glass \$4.50

'14 JUL 17 Liq. Dept #M1051

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

804,058

QUESTIONNAIRE

P1071979SG

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 #

120799104

(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 # 21)
 Controlling Person or Agent must complete #21 for a Manager

2. Name: DENG LIQIONG Date of Birth: [REDACTED]
 Last First Middle (NOT a Public Record)

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

4. Place of Birth: CHANGDE HUNAN CHINA Height: 5'1 Weight: 100 Eyes: BRO Hair: BLK
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed

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

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

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

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

10. Name of Licensed Premises: CHINA CITY SUPER BUFFET Premises Phone: 623-907-4545

11. Physical Location of Licensed Premises Address: 10040 W MCDOWELL RD STE 35 AVONDALE MARICOPA 85392
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
7/2010	CURRENT	CASHIER	CHINA CITY SUPER BUFFET, 10040 W MCDOWELL RD STE 35, AVONDALE AZ, 85392
12/2008	6/2010	CASHIER	CHINA OLIVE SUPER BUFFET, 3434 E THOMAS RD, PHOENIX, AZ 85318

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

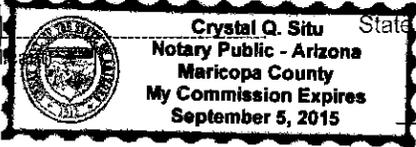
FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
12/2008	CURRENT	RENT	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	6/2010					

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

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ✓ YES NO
If you answered YES, how many hrs/day? 8, and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ✓ YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
- 15. Have you been 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? YES ✓ NO
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.
- 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, LI QIONG DENG, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Li Qiong Deng (Signature of Applicant) State of AZ County of Maricopa

 The foregoing instrument was acknowledged before me this 25th day of June, 2014
 My commission expires on: 05 09 2014 Day Month Year
 (Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____
 The foregoing instrument was acknowledged before me this _____ day of _____, _____
 Month Year
 X _____
 Signature of Controlling Person or Agent (circle one)

 Print Name

 My commission expires on: _____
 Day Month Year

 (Signature of NOTARY PUBLIC)

Certificate # 062214 B

14 JUN 30 Ltr. Dept #M1024

Certificate of Completion
For

Title 4 **BASIC** Liquor Law Training

<input checked="" type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training, or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Liz Azong Denny
Full Name (please print)

Liz Azong Denny
Signature

June 22, 2014
Training Completion Date

June 21, 2017
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Red Mountain Liquor Consultants

Company Name

6445 East Princess Drive, Mesa, Arizona 85227-1662

Mailing Address

480-830-2768
602-319-3853 Cell
Daytime Contact Phone Number

14 JUL 17 Ltr. Dept #M1051

I, Larry Elliget, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]
Instructor Signature

22 / 06 / 2014
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Certificate # 062214 m

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a state approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Li Qiong Deng

Full Name (please print)

Li Qiong Deng

Signature

June 22, 2014

Training Completion Date

June 21, 2017

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Red Mountain Liquor Consultants

Company Name

6445 East Princess Drive, Mesa, Arizona 85227-1662

Mailing Address

480-830-2768

Daytime Contact Phone Number

14 JUN 17 Lic. Dept #M1051

I, LARRY ELLIOT, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]

Instructor Signature

22 / 06 / 2014
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

JUN 28 2014

FILE NO. L-1934590-4

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF ORGANIZATION

Read the Instructions L010i

14 JUL 17 11:09 AM 10:51

1. **ENTITY TYPE** - check only one to indicate the type of entity being formed:

LIMITED LIABILITY COMPANY

PROFESSIONAL LIMITED LIABILITY COMPANY

2. **ENTITY NAME** - see Instructions L010i for naming requirements - give the exact name of the LLC
CHINA CITY AVONDALE LLC

3. **PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES** - if professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide (examples: law firm, accounting, medical):

4. **STATUTORY AGENT** - see Instructions L010i:

4.1 **REQUIRED** - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:

4.2 **OPTIONAL** - mailing address in Arizona of Statutory Agent (can be a P.O. Box):

LI QIONG DENG

Statutory Agent Name

Attention (optional)

10040 W MCDOWLL RD STE 35

Address 1

Attention (optional)

Address 1

Address 2 (optional)

City AVONDALE

AZ

State

85323

Zip

Address 2 (optional)

City

State

Zip

4.3 **REQUIRED** - the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Organization.

5. **ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:**

5.1 Is the Arizona known place of business address the same as the street address of the statutory agent? Yes - go to number 6 and continue

No - go to number 5.2 and continue

5.2 If you answered "No" to number 5.1, give the physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

Attention (optional)		
Address 1		
Address 2 (optional)		
City	State or Province	Zip
Country	UNITED STATES	

*14 JUN 30 Ltr. Dept AM10:25

6. **DURATION** - the duration or life period of the LLC is **presumed to be perpetual unless** one of the boxes is checked below **and** the corresponding blank is filled in:

- The LLC's life period will end on this date: _____ (enter a date)
- The LLC's life period will end upon the occurrence of this event _____ (describe an event)

COMPLETE NUMBER 7 OR NUMBER 8 - NOT BOTH.

- 7. **MANAGER-MANAGED LLC** - see *Instructions L010i* - check this box if management of the LLC will be vested in a manager or managers, and complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*
- 8. **MEMBER-MANAGED LLC** - see *Instructions L010i* - check this box if management of the LLC will be reserved to the members, and complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*
- 9. **ORGANIZERS** - list the **name and address**, and provide the **signature**, of each and every organizer - minimum of one is required. If more space is needed, check this box and complete and attach the Organizer Attachment form L042.

LI QIONG DENG
Name

10040 W MCDOWLL RD STE 35
Address 1

Address 2 (optional)
AVONDALE AZ 85323
City State Zip

UNITED STATES
Country

SIGNATURE - see Instructions L010i:

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Li Qiong Deng
Signature
LI QIONG DENG
Printed Name

6/18/14
Date

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

Corporation as Organizer - I am signing as an officer or authorized agent of a corporation and its name is:

LLC as Organizer - I am signing as a member, manager, or authorized agent of a **limited liability company**, and its name is:

Name

Address 1

Address 2 (optional)

City State Zip
UNITED STATES
Country

SIGNATURE - see Instructions L010i:

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Signature

Printed Name Date

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

Corporation as Organizer - I am signing as an officer or authorized agent of a corporation and its name is:

LLC as Organizer - I am signing as a member, manager, or authorized agent of a **limited liability company**, and its name is:

*14 JUN 17 Ltr. Dept AM10:51

Filing Fee: \$50.00 (regular processing) Expedited processing - add \$35.00 to filing fee. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
---	--

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are public record and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

MEMBER STRUCTURE ATTACHMENT

1. **ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):
CHINA CITY AVONDALE LLC

2. **A.C.C. FILE NUMBER** (if known): _____
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **Check one box only to indicate what document the Attachment goes with:**

- Articles of Organization
- Articles of Amendment
- Application for Registration
- Articles of Amendment to Application for Registration

4. **MEMBERS** – give the name and address of all **Members**. If more space is needed, use another Member Structure Attachment form.

LI QIONG DENG					
Name			Name		
10040 W MCDOWLL RD STE 35			Address 1		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
AVONDALE	AZ	85323			
City	State or Province	Zip	City	State or Province	Zip
Country	UNITED STATES		Country	UNITED STATES	
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country	UNITED STATES		Country		
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country			Country		

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

CHINA CITY AVONDALE LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ):

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an Individual or an entity):

LI QIONG DENG

- 3.1 **Check one box:**
- The statutory agent is an **Individual** (natural person).
 - The statutory agent is an **Entity**.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Li Qiong Deng

LI QIONG DENG

6/8/14

Signature

Printed Name

Date

REQUIRED – check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual	<input type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.
--	---

Filing Fee: none (regular processing) Expedited processing – add \$35.00 to filing fee. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
--	---

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-3815.

'14 JUN 30 11:49 AM 1025

'14 COMMISSIONERS #1051
BOB STUMP - Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH



JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

June 25, 2014

LIN CHAI RICHARDSON CPA PC
1450 W GUADALUPE RD
STE 109
GILBERT, AZ 85233

RE: CHINA CITY AVONDALE LLC
File Number: L19345904

We are pleased to notify you that the Articles of Organization for the above-referenced entity HAVE BEEN APPROVED.

You must publish a Notice of the filing of your Articles of Organization or, alternatively, you may publish the Articles of Organization in their entirety. For your convenience, we have provided a Notice form that you can complete and submit to the newspaper of your choice. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. Publication must be completed WITHIN 60 DAYS after June 25, 2014, which is the date the document was approved for filing by the Commission. A list of newspapers is available on the Commission website, www.azcc.gov/Divisions/Corporations.

The limited liability company may be subject to administrative dissolution if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

We strongly recommend that you periodically monitor your company's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you have questions or need further information, please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

LL:13
REV. 01/2009



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12: RESTAURANT LICENSE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: LIQIONG DENG

BUSINESS NAME: CHINA CITY SUPER BUFFET

BUSINESS ADDRESS: 10040 W. MCDOWELL RD., STE. 35

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



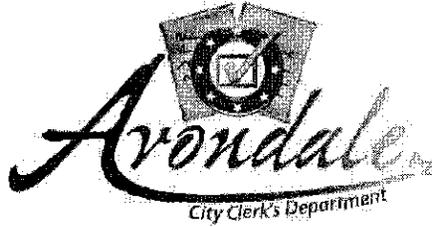
SIGNATURE
Chief of Police

TITLE

8/6/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUG. 13, 2014



DEPARTMENTAL REVIEW FORM

***TYPE OF LICENSE:**

SERIES 12: RESTAURANT LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: LIQIONG DENG

BUSINESS NAME: CHINA CITY SUPER BUFFET

BUSINESS ADDRESS: 10040 W. MCDOWELL RD., STE. 35

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

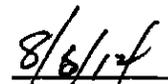
APPROVED

DENIED



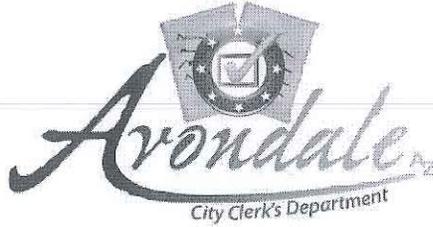
SIGNATURE


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUG. 13, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 12: RESTAURANT LICENSE

ROUTING:

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

APPLICANT'S NAME: LIQIONG DENG

BUSINESS NAME: CHINA CITY SUPER BUFFET

BUSINESS ADDRESS: 10040 W. MCDOWELL RD., STE. 35

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



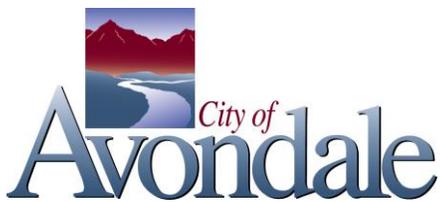
SIGNATURE
Zoning Specialist

TITLE

8/12/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 8, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUG. 13, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 12, 2014

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 12 Restaurant Liquor License
China City Restaurant
10040 W McDowell Rd, Ste 35

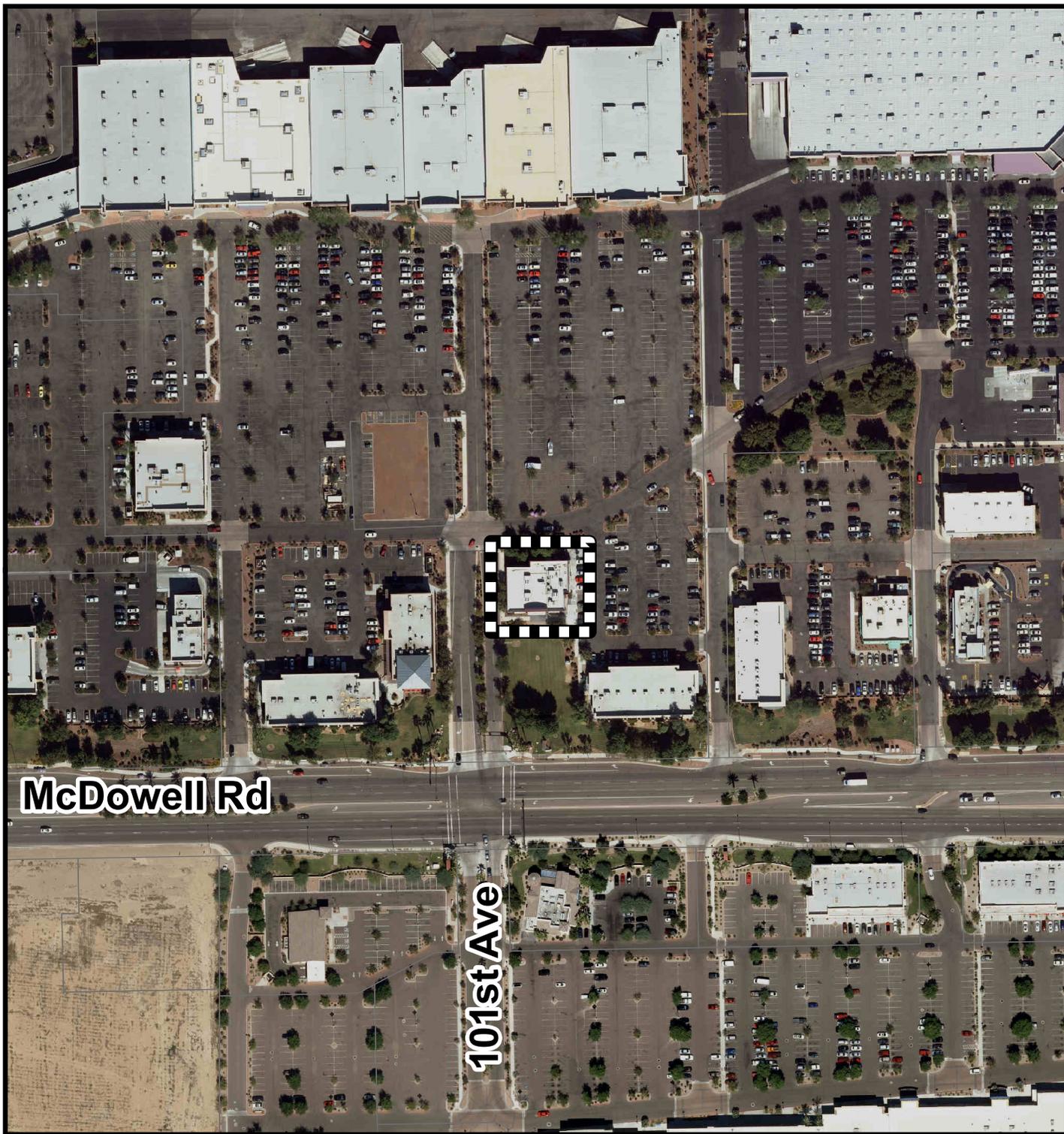
The site is located on the northeast corner of McDowell Road and 101st Avenue. The building is existing.

A Series 12 liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Freeway Commercial and the current zoning is Planned Area Development (PAD). A dine-in restaurant is a permitted use.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map



McDowell Rd

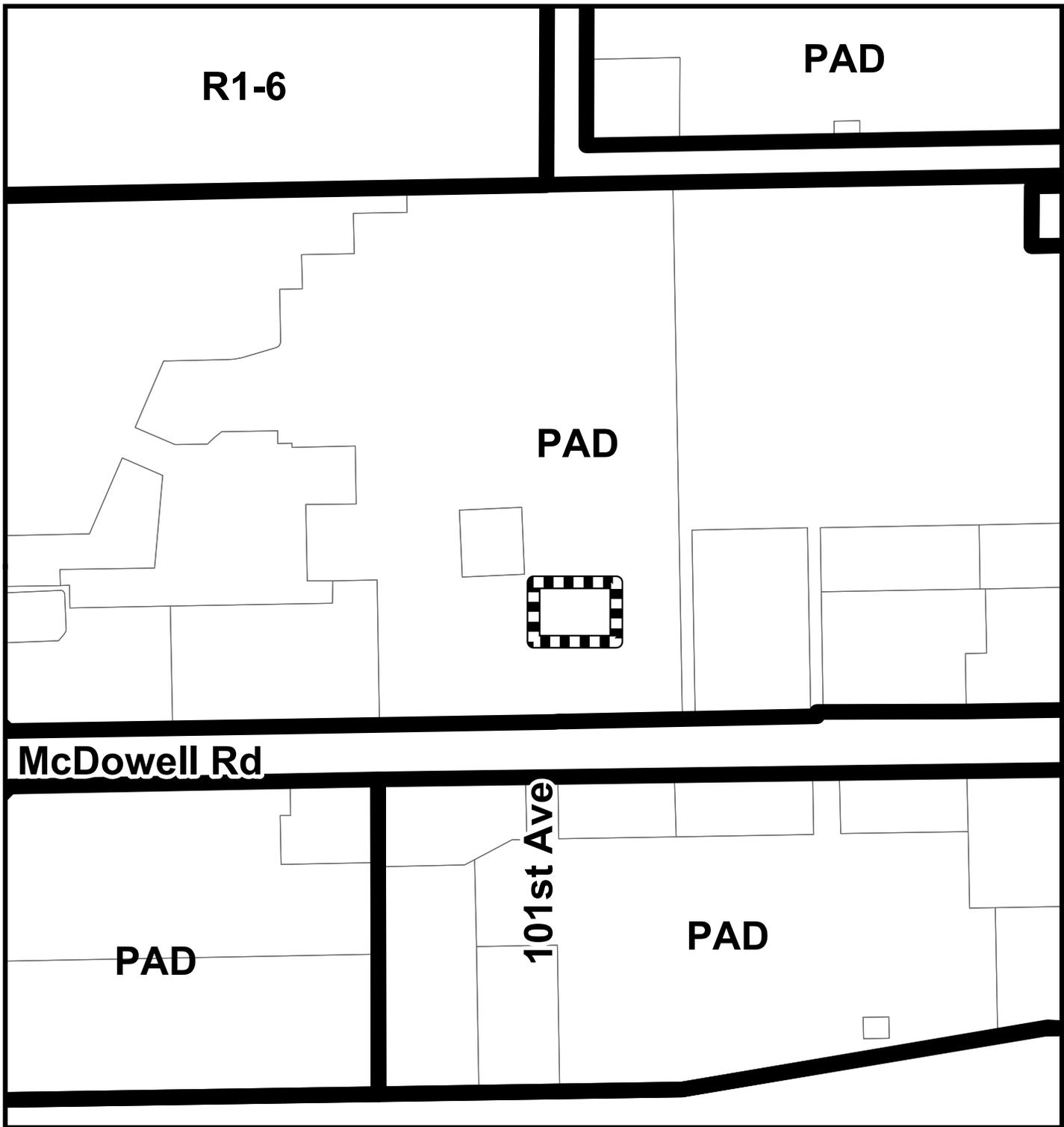
101st Ave

Aerial Photograph



China City





Zoning Vicinity Map



China City



2014.08.14 10:47

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: AUGUST 14, 2014

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, SEPTEMBER 8, 2014
AT 7:00 PM.

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

SERIES 12: RESTAURANT LIQUOR LICENSE TO SELL ALL SPIRITUOUS LIQUOR

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:

CHINA CITY SUPER BUFFET
10040 W. MCDOWELL RD., STE. 35
Avondale, AZ. 85392

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9769
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

14-01830 Lic. App. 08/10/23

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azdql.com
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, all Online, In-state, Out-of-state, Domestic, Wholesale, Off-sale, or Temporary Activity Licenses in the state to the Department of Liquor Licenses and Control must adhere to a Department approved license fee training course or provide proof of attendance within the last five years. See page 1 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

MORE THAN ONE LICENSE
 INTERIM PERMIT Complete Section 5
 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 & liquor stores ONLY)
 Complete Sections 2, 3, 4, 12, 13, 15, 16
 PROBATIONARY ASSIGNMENT/VOLUNTARY DECREE
 Complete Sections 2, 3, 4, 8, 13, 16 (Not Not required)
 GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

JT/WROS 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 8
 OTHER (Specify) _____

SECTION 3 Type of license and fees LICENSE FEE: 12099.04

1. Type of License(s): series 12 2. Total fees attached: 12099.04 3. Payment Used Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-602 will be charged for all dishonored checks.

SECTION 4 Applicant:

1. Owner/Applicant's Name: Mr. DENG LIUJING Ms. MRS. MESSRS. MESSRS. BOYS' LIFE

(print or type O.A. if issued on behalf of) Last First Middle Suffix

2. Corp./Partnership, L.L.C./China City AVONDALE LLC (Specify as a Partner or Addressee of the, or Addressee of the Org.) 6144711

3. Business Name: CHINA CITY SUPER BUFFET (Specify as a Partner on the exterior of premises)

4. Principal Street Location: 10040 W MCDOWELL RD STE 35 AVONDALE MARICOPA 85392 (Do not use PO Box Number) City State ZIP

5. Business Phone: 623-963-4545 (Do not use PO Box Number) City State ZIP County

6. Is the business located within the incorporated limits of the above city or town? YES NO Daytime Phone: _____ E-mail: _____

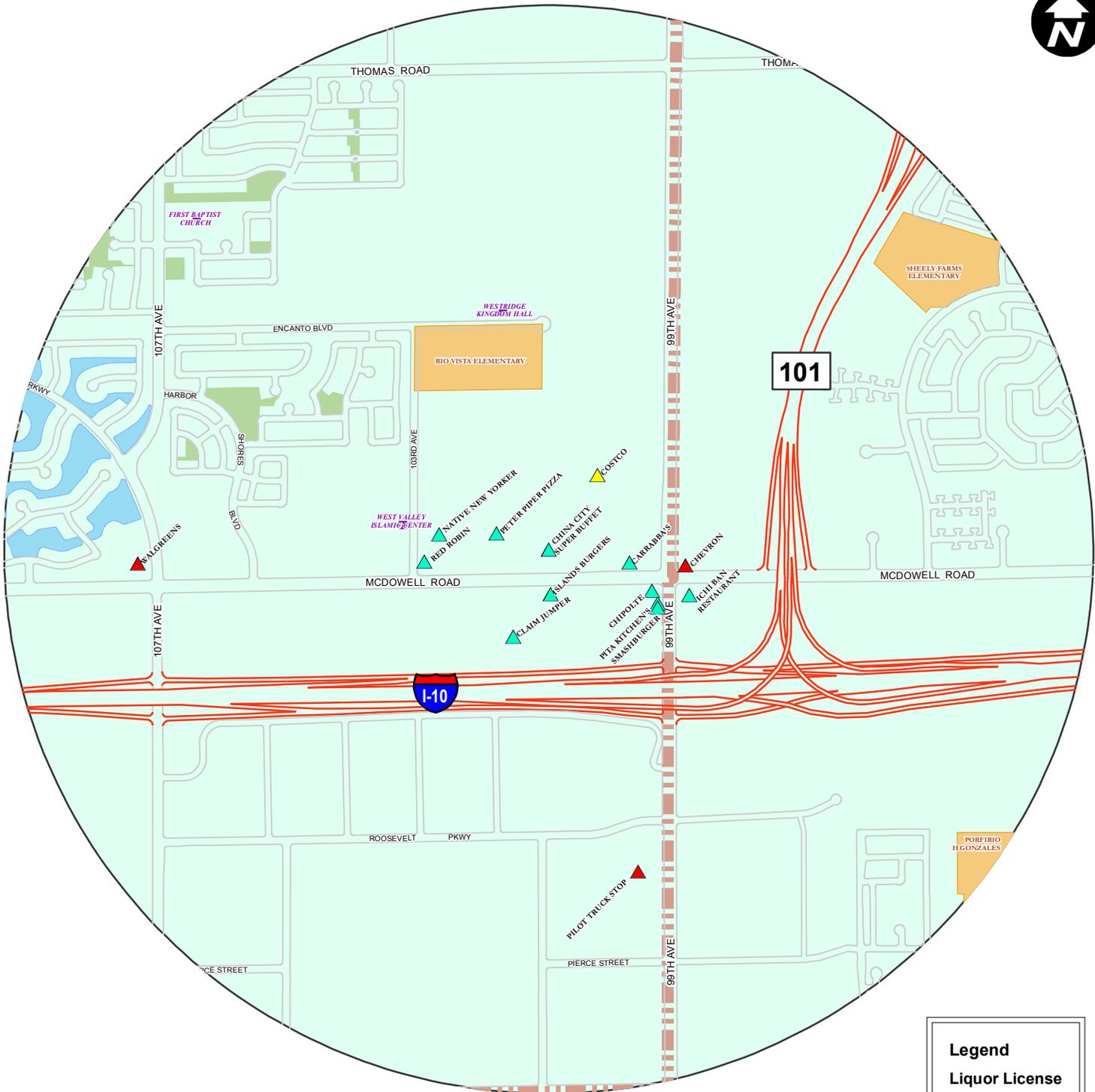
7. Mailing Address: _____

China City

SL

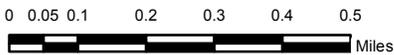
2014.08.14 10:49





CHINA CITY SUPER BUFFET
10040 W MCDOWELL RD
SUITE 35
1 Mile Buffer

Legend	
Liquor License	
	SERIES 5
	SERIES 6
	SERIES 7
	SERIES 9
	SERIES 9S
	SERIES 10
	SERIES 11
	SERIES 12
	SERIES 14
	SERIES 15
	SERIES 16





CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award - Castle Steel Inc. -
Water Reclamation Facility Headworks Crane

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director (623) 333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a request to award Castle Steel Inc. a construction contract to install a crane in the Water Reclamation Facility Headworks building in the amount of \$162,770 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 16, 2014 City Council approved a construction contract with Hoist Systems Inc., to install a crane in the Water Reclamation Facility Headworks building. The contractor was unable to provide the bonding documents required by the construction contract. As there was only one bidder during this original process, the project was re-advertised in an attempt to get a successful bidder.

DISCUSSION:

Invitation-for-bid notices were published in the West Valley view on July 29 the August 5, 2014 and in the Arizona Business Gazette on July 31, 2014. A mandatory pre-bid meeting was held on August 7, 2014. One (1) bid was received and opened on August 21, 2014. Castle Steel Inc. submitted a bid for \$162,770. The attached bid tabulation sheet shows the bid results.

Staff contacted references provided and Castle Steel Inc. and receive positive recommendations. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Castle Steel Inc. is competent and qualified for this project. A tentative construction schedule is as follows:

City Council approval	9/8/14
Notice of Award	9/9/14
Notice to Proceed	9/30/14
Construction complete	1/30/15

BUDGET IMPACT:

Funding for this project was approved in the FY2014/15 budget. \$162,770 is available in account 503-9230-00-8620, Sewer System Improvements.

RECOMMENDATION:

Staff recommends that the City Council approve a request to award Castle Steel Inc. a construction contract to install a crane in the Water Reclamation Facility Headworks building in the amount of \$162,770 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Bid Tabulation](#)

City of Avondale
 Invitation for Bid # PW 14-042
 Water Reclamation Facility Headworks Crane Installation
 BID OPENING DATE: August 21, 2014

		CASTLE STEEL INC.			
Item No.	Description of Materials and/or Services	Unit	Qty	Unit Price	Total Price
1	Installation of crane, electrical components and all other appurtenances complete in place.	LS	1	\$ 137,770	\$ 137,770
2	Allowance	Allow	1	\$ 25,000	\$ 25,000
TOTAL SUBMITTED BY BIDDER					\$ 162,770
Submittal Requirements		Met			
	Complete Copy of IFB	Yes			
	Price Sheet	Yes			
	Bid Bond	Yes			
	Licenses	Yes			
	References	Yes			
	Key Personnel	Yes			



CITY COUNCIL AGENDA

SUBJECT:

Addendum to Services Agreement - 3M
Company

MEETING DATE:

9/8/2014

TO: Mayor and Council

FROM: Christopher Reams, Parks, Recreation and Libraries Directory (623) 333-2412

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve the professional services agreements with 3M for the servicing and licensing of City of Avondale Libraries self-check systems in an amount not to exceed \$50,137.00 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On November 6, 2006 the City of Avondale entered into an agreement with 3M to purchase Self-Check machines and the related software and hardware applicable to the operation of the machines. In addition to purchasing the self-check machines the City entered into a service and licensing agreement with 3M for the repair and maintenance of the self-check systems. Self-Check machines are installed and operated at both the Avondale Civic Center Library and the Sam Garcia Western Avenue Library.

The 3M system service and licensing agreements were awarded through the Maricopa County Library District contract NIGP 20625. 3M does not offer multiple year contracts or automatic contract renewals. Therefore, all contracts and agreements with 3M must be renewed annually.

DISCUSSION:

The 3M self-check technology provides library patrons with the capability to check out and return library materials at multiple self-checkout kiosks. This capability increases patron privacy and convenience and increases staff efficiency. The current contract expired on June 30, 2014. However, 3M services are available to the City on a month to month basis until the contract is renewed.

The term of the contract will be for one year in an amount not to exceed \$50,137. All previous 3M contract renewals were under \$50,000 and did not require Council approval.

BUDGET IMPACT:

All funds for 3M services are included in the FY 2014-2015 City of Avondale / PRLD / Libraries budget line items:

- 101-8100-00-6800 – Sam Garcia Western Avenue Library
- 101-8105-00-6310 – Avondale Civic Center Library

RECOMMENDATION:

Staff recommends that the City Council approve the professional services agreements with 3M for the servicing and licensing of City of Avondale Libraries (the Libraries) self-check systems in an amount not to exceed \$50,137.00 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Description

[3M Agreement](#)

**ADDENDUM
TO
SERVICES AGREEMENT
BETWEEN
3M COMPANY
AND
THE CITY OF AVONDALE**

This ADDENDUM (“Addendum”) modifies the Services Agreement No. US46026 (the “Services Agreement”), executed contemporaneously with this Addendum and entered into between 3M Company, a Delaware corporation (“3M”) and the City of Avondale, an Arizona municipal corporation (the “Customer”). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Services Agreement. The following sections modify sections of the Services Agreement and add additional sections to the Services Agreement. The sections of the Services Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. Collectively, the Services Agreement and this Addendum are referred to herein as the “Agreement.”

1. The Software paragraph of the Terms and Conditions Section of the Services Agreement is hereby modified by adding language to read as:

Software Indemnification. To the fullest extent permitted by law, 3M shall indemnify, defend and hold harmless the Customer and each council member, officer, employee or agent thereof (the Customer and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to an infringement or alleged infringement of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the design, manufacture or use of the licensed 3M Software or any associated software modifications, patches, enhancements, upgrades or improvements.

2. The Entire Agreement paragraph in the Terms and Conditions section of the Services Agreement is hereby deleted in its entirety and replaced with a new Entire Agreement paragraph to read as follows:

Entire Agreement. This Addendum, together with the Services Agreement, sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this Addendum and the Services Agreement.

3. A new paragraph, Termination for Convenience, is added to the Terms and Conditions section of the Services Agreement to read as follows:

Termination for Convenience. This Agreement may be terminated with or without cause by either party upon 30 days' written notice to the other party. In the event of such termination, 3M shall refund to the Customer a pro rata portion of the annual fee paid by the Customer to 3M reflecting the remaining contract term terminated hereby.

4. A new paragraph, Applicable Law, is added to the Terms and Conditions section of the Services Agreement to read as follows:

Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, and any suit pertaining to the Agreement may be brought only in courts located in Maricopa County, Arizona.

5. A new paragraph, Conflict of Interest, is added to the Terms and Conditions section of the Services Agreement to read as follows:

Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Customer may, within three years after its execution, cancel this Agreement, without penalty or further obligation, made by the Customer or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Customer or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Services Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

6. A new paragraph, E-verify, is added to the Terms and Conditions section of the Services Agreement to read as follows:

E-verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, 3M and its 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). 3M's or its subcontractor's 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 the Customer. The Customer retains the legal right to randomly inspect the papers and records of 3M and its subcontractors who work on this Agreement to ensure that 3M and its subcontractors are complying with the above-mentioned warranty.

7. A new paragraph, Subject to Appropriation, is added to the Terms and Conditions section of the Services Agreement to read as follows:

Subject to Appropriation. The Customer is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Customer's then current fiscal year. The Customer's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative

discretion of the Customer concerning budgeted purposes and appropriation of funds. Should the Customer elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Customer shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Customer has no obligation or duty of good faith to budget or appropriate the payment of the Customer's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Customer shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Customer shall keep 3M informed as to the availability of funds for this Agreement. The obligation of the Customer to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Customer. 3M hereby waives any and all rights to bring any claim against the Customer from or relating in any way to the Customer's termination of this Agreement pursuant to this section.

8. A new paragraph, Conflicting Terms, is added to the Terms and Conditions section of the Services Agreement to read as follows:

Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Services Agreement, the documents shall govern in the order listed in this Section.

9. A new paragraph, Counterparts, is added to the Terms and Conditions section of the Services Agreement to read as follows:

Counterparts. The Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

“Customer”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067



SERVICE AGREEMENT EXPIRATION NOTICE

April 14, 2014

Service Agreement: US46026

Service Agreement Expiration Date: June 30, 2014

3M Account # : QDS3097

AVONDALE CIVIC CENTER LIBRARY

Attn: **AVA GUTWEIN**

11350 W CIVIC CTR

AVONDALE, AZ 85323

Dear AVA,

I'm writing to you today to remind you that in 90 days your 3M Service Agreement will expire. You will need to renew your Service Agreement to continue coverage on your 3M™ Library Systems equipment.

In today's world there is no smarter investment than a 3M Service Agreement. It provides peace of mind knowing that your 3M Library Systems equipment will be functioning when you need it most to provide the services your customers have come to rely upon.

Complete equipment coverage

3M Library Systems advanced solutions help enhance the productivity of your library staff through industry leading technology. Even though great care goes into every product we build, it's impossible to manufacture a system that is 100% reliable for as long as you own it. That's why there is no smarter investment than a 3M Service Agreement.

Our Service Agreement covers labor, parts and equipment modifications necessary to keep your equipment operating at peak performance.

In short, we take care of practically everything.

Rapid response to your service needs

You can request service via our 800 number 24 hours a day, 7 days a week. While many issues can be quickly resolved over-the-phone, should you require on-site service, we offer a nationwide network of trained professionals ready to return your 3M system to full operation.

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067

Help eliminate expensive surprises

Your 3M Service Agreement helps you continue to receive the value provided by your 3M Library Systems purchase, and no one knows how to maintain your 3M equipment better than 3M service professionals. Should you choose not to renew your 3M Service Agreement, will you be ready for the unexpected?

Time and materials charge labor rates are \$250 per hour plus a callout charge of \$325 to \$425 depending on your service zone. You will also be responsible for the cost of any necessary replacement parts. You can see that just a single call could more than cover the cost of a whole year's Service Agreement coverage. Is it really worth it to take a chance?

Renewing is easy

Give yourself the peace of mind that renewing your 3M Service Agreement provides today. Just fax or mail a renewal purchase order to the number or address indicated below. You can also use your Visa or MasterCard (just call the number below for information on doing this). Your renewal price is guaranteed for a limited time, so please take a moment and renew today!

**Did you know you can now place a service call or renew your service contract on line?
Visit us at www.3m.com/uslibraryservice for details.**

Sincerely,



Service Sales Representative

Telephone: 800-328-0067, Opt 1, Opt 2

Fax: 888-263-1916

Return to: 3M Library Systems Contracts
Attn: Contract Administrator
PO Box 33900
St Paul, MN 55133-3900

P.S. If someone else is responsible for responding to this notice, please forward this letter to them! Thank You!

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067

TOTAL \$50,137.00

Please Add Applicable Tax: \$

Payment Terms are "Net 30"

Notes:

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067

Please indicate your intentions below:

Yes, I wish to renew the Service Agreement: US46026 (Please attach your Purchase Order and return it to the address listed below.)

Please indicate billing frequency preference:

Annual Semi-annual Quarterly Monthly
(\$100.00 Fee) (\$200.00 Fee) (\$600.00 Fee)

Purchase Order Number: _____ (Please provide if you require a purchase order on your invoice.)

Indicate here if you wish to pay by check. (Please DO NOT enclose a check. You will be invoiced at a later date.)

No, I do not wish to renew the Service Agreement.

Reason for Cancellation: _____

I am interested in purchasing additional library equipment. Please have my Sales Representative contact me.

Please enter below the name of the person authorizing the renewal or cancellation of the Service Agreement.

Name (Please Print) Telephone Number Fax Number Date

Email Address

Service Sales Representative
Telephone: 800-328-0067, Opt 1, Opt 2
Fax: 888-263-1916

Return to: 3M Library Systems Contracts
Attn: Contract Administrator
PO Box 33900
St. Paul, MN 55133-3900

*****THIS IS NOT AN INVOICE*****

Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, 3M will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized 3M Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. 3M agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours When 3M is notified that the Equipment is not in good working order. 3M will provide a toll-free telephone number for Customer to place, and 3M will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications 3M deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, 3M reserves the right to replace the entire unit with new equipment or equipment of equal quality when 3M determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of 3M.

Software: In consideration of payment of the agreement price, 3M will furnish over-the-phone software support and remote troubleshooting of the 3M Software specified in this agreement as well as updates necessary to maintain the 3M Software specified in this agreement in proper operating condition during the term of this agreement, provided that the 3M Software is installed and used as directed. 3M agrees to provide:

- All software configuration modifications 3M deems necessary to maintain the 3M Software in good working order
- 3M Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and 3M to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during 3M Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and 3M is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow 3M's published operating instructions; (vi) modification, service or repair of the Equipment by other than 3M authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by 3M or its authorized distributor(s), (xv) modification, or repair of the 3M Software by other than 3M authorized personnel; (xvi) use of the 3M Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non-3M Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by 3M, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Library Systems
3M Center, Building 225-4N-14
St. Paul, MN 55144-1000
1-800-328-0067
www.3M.com/library

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78-8123-7221-3 Rev B

Printed in U.S.A.



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Desert
Edge Auto Body, LLC

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a cooperative purchasing agreement with Desert Edge Auto Body LLC, for auto body repairs for passenger cars and light duty trucks for an annual amount not to exceed \$25,000; aggregate contract amount not to exceed \$125,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Phoenix entered into a contract with Desert Edge Auto Body, LLC to provide auto body repairs. The initial term of the contract is in effect until June 30, 2015, and provides for additional renewal terms for up to a maximum of four (4) years. The City of Phoenix contract contains cooperative use language which extends the use of the contracts to other municipalities.

DISCUSSION:

In order to properly maintain City vehicles and equipment, Fleet Services must purchase parts, supplies and services from qualified vendors. Desert Edge Auto Body LLC is a highly qualified company, currently providing satisfactory services to a number of municipalities in the greater Phoenix area.

BUDGET IMPACT:

Expenditures for these services are typically charged to line item: 606-5200-00-6330, Fleet Services Contractual Maintenance/Vehicles.

RECOMMENDATION:

Staff is requesting that the City Council approve a cooperative purchasing agreement with Desert Edge Auto Body LLC, for auto body repairs for passenger cars and light duty trucks for an annual amount not to exceed \$25,000; aggregate contract amount not to exceed \$125,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA Desert Edge Auto Body](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35134>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Hoffman Southwest Corp.

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Hoffman Southwest Corp. d/b/a Professional Pipe Services to provide wastewater collection system cleaning and closed circuit television inspection services for an annual amount not to exceed \$100,000 an aggregate amount not to exceed \$200,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the City of Mesa, AZ, entered into contract number 105372 with Hoffman Southwest Corp. in July 2010, extended the agreement in 2013 as master agreement number MA-F310-CNV10018Y5-1 and extended it further in 2014. The Mesa contract permits cooperative use by other governmental agencies including the City of Avondale. This Cooperative Purchasing Agreement will allow staff to utilize the cleaning and inspection services provided by the contractor. The contract term is through June 30, 2015 and includes one renewal term.

DISCUSSION:

In order to properly maintain and extend the life of the City's wastewater collections system, it is imperative to routinely clean the pipelines to remove debris. The City's recent deployment of a closed circuit television truck inspects the City's wastewater collection pipes up to 12-inches in diameter. However, the City does not have the equipment or staffing to clean the inspected pipes and has found it most cost effective to contract for these services. Professional Pipe Services will also clean pipes greater than 12 inches currently being inspected under contract with Dibble and Associates. Professional Pipe Services is a registered vendor with the City and has satisfactorily provided service to the City in the past.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to the following budget line items and are subject to annual budget authority:

Wastewater Collection
503-9200-00-6780, Wastewater Collection System
503-9200-00-6791, Sewer Line Maintenance

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Hoffman Southwest Corp. d/b/a Professional Pipe Services to provide wastewater collection system cleaning and closed circuit television inspection services for an annual amount not to exceed \$100,000 an aggregate amount not to exceed \$200,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Cooperative Purchasing Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOFFMAN SOUTHWEST CORP.,
d/b/a
PROFESSIONAL PIPE SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 8, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Hoffman Southwest Corp., a California corporation, d/b/a Professional Pipe Services (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona ("Mesa") entered into Contract No. 105372 dated July 8, 2010, as extended on May 20, 2013, and with Master Agreement No. MA-F310-CNV10018Y5-1 on July 1, 2014 (collectively, the "Mesa Contract"), for the Contractor to provide wastewater collection system cleaning and closed circuit television inspection services. A copy of the Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Mesa Contract, at its discretion and with the agreement of the awarded Contractor, and so long as the Mesa Contract permits its cooperative use by other public entities, including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mesa Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with wastewater pipeline cleaning and closed circuit television inspection services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2015 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Mesa Contract. After the expiration of the Initial Term, this Agreement may be renewed for one successive one-year term (a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and

appropriation of funds for renewal in the subsequent year, (ii) the term of the Mesa Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Mesa Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Mesa Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mesa Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. The City shall pay Contractor for the Initial Term and the Renewal Term, if any, an annual aggregate amount not to exceed \$100,000.00 for Services at the unit rates set forth in the Mesa Contract. The maximum aggregate amount for this Agreement shall not exceed \$200,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mesa Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to

audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City.

Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, the Mesa Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mesa Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mesa Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Mesa Contract, the City shall be afforded all of the rights and privileges afforded to Mesa and shall be the "City" (as defined in the Mesa Contract) for the purposes of the portions of the Mesa Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Mesa to the extent provided under the Mesa Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOFFMAN SOUTHWEST CORP.,
d/b/a
PROFESSIONAL PIPE SERVICES

[Mesa Contract]

See following pages.



MASTER AGREEMENT

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

Master Agreement Number
MA - F310 - CNV10018Y5 - 1

Final

Purchasing (480) 644-2301
 Engineering (480) 644-2251
 Accounts Payable (480) 644-2355

Document Date

06/24/2014

Effective Date

07/01/2014

Expiration Date

06/30/2015

Agreement Description

Wastewater Lines, Cleaning and Video Taping (2010150)

Contracting Agency

Mesa

For Information regarding this agreement contact

Ronni Mehaffey
 Ronni.Mehaffey@mesaaz.gov
 480-644-4294

MA Not to Exceed (All Vendors)

\$265,000.00

Authorization

This document is generated from the City's Financial System. Documents with the status of FINAL (see box upper right corner) are fully authorized and no signatures will appear on the document. If required, confirmation may be obtained by calling Purchasing or Engineering at the numbers listed at the top of this form.

Renewal Periods

<u>Renewal Length</u>	<u>Renewal Term</u>	<u>Effective Date</u>	<u>Expiration Date</u>
0	Years	07/01/2014	06/30/2014
1	Years	07/01/2015	06/30/2016

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website www.mesaaz.gov/purchasing/.



MASTER AGREEMENT

Purchasing (480) 644-2301
Engineering (480) 644-2251
Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

Master Agreement Number
MA - F310 - CNV10018Y5 - 1

Final

Hoffman Southwest Corporation
4940 W Watkins St

Vendor Code: CNV20516

Phoenix, AZ 85043-7601

Vendor Not to Exceed

Line	Qty	Unit	Description	Unit Price	Tax	Total
1	0.00000		Wastewater collection system cleaning and closed circuit tv This is your second year of the two (2) year renewal option with no renewal options remaining for bid #2010150.	\$0.00	\$0.00	\$0.00

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website www.mesaaz.gov/purchasing/.



City Council Report

Date: May 20, 2013
To: City Council
Through: Alex Deshuk, Manager of Technology and Innovation
From: Edward Quedens, MPA, C.P.M., CPPO, Business Services Director
Alyce Bengé, C.P.M., CPPO, Purchasing Administrator
Subject: Two-Year Renewal of the Term Contract for Wastewater Collection System Cleaning and Closed Circuit TV Inspection and Recording for the Water Resources Department (Citywide)

Purpose and Recommendation

Council is requested to approve the Renewal of the Term Contract for Wastewater Collection System Cleaning and Closed Circuit TV Inspection and Recording as recommended.

Water Resources and Purchasing recommend authorizing a two-year renewal with Professional Pipe Services - ProPipe at \$265,000 annually, based on estimated requirements.

Background / Discussion

This contract provides a qualified contractor for pipeline cleaning and closed circuit television inspections of wastewater lines of various sizes throughout the City.

Per technical specifications, the City furnishes the contractor, at no cost, a set of quarter section maps that clearly indicates the location of and size of the wastewater line to be cleaned or inspected. The contractor is required to provide a schedule each Friday identifying the location and extent of work to be completed during the following week.

It is required that all sewer pipeline segments are cleaned mechanically or by hydraulic jetting prior to any Closed Circuit Televising (CCTV) inspection and CCTV recording. After the completion of work, the contractor must provide a marked up copy of the map indicating the lines that were cleaned and/or inspected, type and location of debris found, and any problem locations (e.g. pipe sags, blockages, etc.). The maps are due to the City weekly with the specified video recordings before the City remits payment. The City only pays for items in the original bid proposal at the unit bid price in the proposal.

On June 3, 2010, management approved the initial three-year contract with a two-year renewal option. ProPipe offered to renew the contract maintaining 2010 original bid pricing. Inflation (Consumer Price Index) has increased 3% over the past three years.

Water Resources is recommending a 2-year renewal because over time the contractor gains knowledge regarding the layout and configuration of the collection system, and all of its quirks. The contractor gains knowledge over time regarding how our many diversion structures work so that flows are diverted properly during the inspection process. This knowledge enables the contractor to perform more efficiently and therefore less expensively for the City.

Alternatives

Council may choose not to authorize the renewal and new bids will be obtained.

Fiscal Impact

The total amount of \$265,000 is available in the Water Resources budget through Enterprise Capital Projects Funds – Wastewater Bond Construction.

Coordinated With

Water Resources, Wastewater and Purchasing

PURCHASING INFORMATION

Action: Renewal

Procurement Type: Request for Proposals

Solicitation Number: 2010150

Responses Received: 1

Initial Contract Term: 7/1/2010 through 6/30/2013

Renewal Term: 7/1/2013 through 6/30/2015

Renewal Terms Remaining: None

Prices: The vendor has maintained pricing during the initial three-year term and has offered to renew the contract maintaining their 2010 original bid pricing. Inflation (Consumer Price Index) has increased 3% over the past three years. The City has been satisfied with the vendor's performance and customer service over the past three years.

Proposal Results: (Single Proposal from ProPipe)

Element / Points Possible	Points
Experience & Expertise – Company's experience in successfully providing like services on similar projects utilizing NASSCO PACP [National Association of Sewer Service Companies, Pipeline Assessment and Certification Program] procedures / 400 Points	390
Abilities – Company has the available resources to perform all of the work required within the contract period / 200 Points.	175
Company clearly understands the scope of work and meeting all of the material needs set forth in the specifications / 100 Points	90
Pricing / 300 Points	300
Total Points / 1,000	<u>955</u>

RENEWAL RECOMMENDATION

Professional Pipe Services - ProPipe
(a Division of Hoffman Southwest Corporation)
Phoenix, AZ

Description
<p>Pipeline cleaning and closed circuit television inspection of wastewater lines of various sizes throughout the City of Mesa per Terms & Conditions, Specifications and Pricing as offered</p> <p>Annual Contract Amount: <u>\$265,000</u></p>



PURCHASE ORDER

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments

Order Number	
105372	
Order Type	LPO/Blanket Order Number
BLANKET (BPO)	
Contract Number	Change Order Number
2010150	

B
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CITY OF MESA
ATTN: 531 WATER ENTERPRISE
SERVICES
PO BOX 1466
MESA, AZ 85211-1466

T
O

PROPIPE PROFESSIONAL PIPE SVCS
2222 W GRANT ST
PHOENIX, AZ 85009

020516

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T
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SHIP TO CITY'S JOBSITE
A CITY REP WILL CONTACT
YOU WITH INSTRUCTIONS

REC'D JUL 14 2010

DATE: 7/8/2010		DUE/EXPIRATION DATE: 6/30/2011		
LINE	QTY U/M	DESCRIPTION	UNIT PRICE	EXTENSION
0001	1 YR	Wastewater Collection System Cleaning and Closed Circuit TV inspection and recording as recommended. First year of three (3) year term contract per specifications of Bid #2010150 and your bid dated 5/18/10. First year contract period to be 7/1/10 through 6/30/11, with one (1) two-year renewal option. First year total not to exceed \$285,190.00. TERMS: NET 30 DAYS SHIP VIA: Best Way FOB: Destination All City of Mesa purchase orders are subject to the Standard Terms and Conditions posted on the City's website: www.mesaaz.gov/purchasing	\$285,190.00	\$285,190.00

Contact: Tom Carney
Phone: (480) 644-5397
Email: Tom.Carney@mesaaz.gov

Purchasing: (480) 644-2301
Accounts Payable: (480) 644-2355

ADDITIONAL COST	\$0.00
TAX	\$0.00
TOTAL	\$285,190.00

By:


James Ruiz

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Wastewater Collection System Cleaning and CCTV Inspection and Recording to the City of Mesa at the price(s) stated below.

Item No.	Description	Price per Unit Listed	Estimated Annual Quantity	Total Price
1	Cleaning, including root removal, of 10" to 14" Sanitary Sewer Pipe, Complete	\$.65 Per LF	34,300 LF	\$ 22,295.00
2	CCTV Inspection of 10" to 14" Sanitary Sewer Pipe, Complete	\$.60	34,300 LF	\$ 20,580
3	Cleaning, including root removal, of 15" to 30" Sanitary Sewer Pipe, Complete (only if required)	\$.90 Per LF	2,000 LF	\$ 1,800.00
4	CCTV Inspection of 15" to 30" Sanitary Sewer Pipe, Complete (only if required)	\$.65 Per LF	2,000 LF	\$ 1,300.00
5	Cleaning, including root removal, of Sanitary Sewer Pipe Larger than 30", Complete	\$ 2.00 Per LF	81,850 LF	\$ 163,700.00
6	CCTV Inspection of Sanitary Sewer Pipe Larger than 30", Complete	\$.90 Per LF	81,850 LF	\$ 73,665.00
7	Off-Duty Mesa Police Officer (only if required)	\$ 85.00 Per HR	10 HRS	\$ 850.00
8	Allowance For Permit Fees	\$1,000.00 Lump Sum	Allowance	\$ 1,000.00
TOTAL BID				\$285,190.00

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the offer prices.

No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): Net 30

Completed W-9 Form Attached? Yes No (A "no" answer will not disqualify your offer.)

Does Offeror agree to honor the prices, terms and conditions to other agencies as specified in section S.25? Yes No (A "no" answer will not disqualify your offer.)

Bidder complies with S.4 CONTRACTOR BUSINESS REQUIREMENTS? (If Applicable) Yes No

Vendor Name Hoffman Southwest Corporation Date: 05/18/2010

CONTRACT FORM AND SIGNATURES

By signing and submitting this offer, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has no known, undisclosed conflicts of interest.
- c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- d) The prices offered were independently developed without consultation or collusion with any of the other Respondents or potential Respondents or any other anti-competitive practices.
- e) It grants the City of Mesa permission to copy all parts of this Response, including without limitation any documents and/or materials copyrighted by the Respondent, for Mesa's internal use in evaluating Respondent's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- f) Under the provisions of A.R.S. §41-4401, Respondent hereby warrants to the City that the Respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- g) Under the provisions of A.R.S. §35-392, Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act.
- h) Under the provision of A.R.S. §35-391 and §35-393, Respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- i) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- k) It is current in all tax obligations due to the City.
- l) The signatory is an officer or duly authorized agent of the Respondent with full power and authority to submit binding offers for the goods or services as specified herein.
- m) It will accept such terms and conditions in a resulting contract if awarded by the City.

ACCEPTED AND AGREED TO:

Company Name: Hoffman Southwest Corporation

Signature: 

Printed Name: Dean Monk

Title: Division Manager

Date: 05/18/2010

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2010150**.

Awarded this 12th day of July, 2010


Edward Quedens, CPPQ, C.P.M.
As Business Services Director

VENDOR INFORMATION

Company Legal/Corporate Name: Hoffman Southwest Corporation

Doing Business As (if different than above): Pro-Pipe Professional Pipe Services

Address: 2222 Grant St.

City: Phoenix State: AZ Zip: 85009 -

Phone: (602) 861-3944 Fax: (602) 861-1423

E-Mail Address: backerman@hswcorp.com Website: _____

Taxpayer Identification Number: 95-2800680 DUNS # 829811764

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this proposal:

Name: Brian Ackerman Fax: (602) 861-1423

Phone: (602) 725-2935 E-Mail Address: backerman@hswcorp.com

Day-to-Day Project Contact (if awarded):

Name: Brian Ackerman Fax: (602) 861-1423

Phone: (602) 725-2935 E-Mail Address: backerman@hswcorp.com

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: 07286993
City Sales Tax Number: _____ City of: Mesa, AZ
Sales Tax Rate: _____

Certified Small Business Certifying Agency: _____

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOFFMAN SOUTHWEST CORP.,
d/b/a
PROFESSIONAL PIPE SERVICES

[Work Orders]

See following pages (to be attached subsequent to execution).



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Valley Metro Officials, LLC

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Christopher Reams, Parks, Recreation and Libraries Director (623) 333-2412**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the Cooperative Purchasing Agreement between the City of Avondale (the City) and Valley Metro Officials, LLC (Valley Metro Officials) to provide umpire services for one (1) year, for adult slow-pitch softball in an amount not to exceed \$75,000 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On September 11, 2013 the City entered into a one (1) year agreement with Southwest Valley Umpires (SWVU) to provide umpire services for the City recreational softball leagues. The expiration date of the agreement between the City and SWVU was September 11, 2014. However, On May 14, 2014, SWVU provided official notice to the City that their company was sold in part to Valley Metro Officials. SWVU agreed to finish the ongoing City softball league spring season through the end of May 2014, but the City would be required to procure umpire services for all future leagues.

Staff determined that the City of Glendale had recently completed a competitive procurement process for umpiring services. Staff believes that it would be most efficient to attach to the Glendale contract for one year and then put the services out to bid the next year.

DISCUSSION:

On June 10, 2014, after a competitive procurement process, the City of Glendale (Glendale) and Valley Metro Officials entered into Contract No. C-8972 to provide umpire services for adult slow-pitch softball. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Glendale Contract, at its discretion and with the agreement of the awarded Contractor, and so long as the Glendale Contract permits its cooperative use by other public entities, which it does. The City and Valley Metro Officials desire to enter into this Agreement for a period of one year unless terminated by either party. The contracted rate of pay is the same as the City's previous contract.

BUDGET IMPACT:

All funds for Valley Metro Officials services are included in the FY 2014-2015 City of Avondale / PRLD / Recreation Division budget line item:

101-8125-00-6182 Sports Program Services

RECOMMENDATION:

Staff recommends that the City Council approve the Cooperative Purchasing Agreement between the City of Avondale (the City) and Valley Metro Officials, LLC (Valley Metro Officials) to provide umpire services for one (1) year, for adult slow-pitch softball in an amount not to exceed \$75,000 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:**Description**

[PA-Glendale-Valley Metro Officials](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35135>



CITY COUNCIL AGENDA

SUBJECT:

Second Amendment to Cooperative Purchasing Agreement - The Goodyear Tire and Rubber Company

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the Second Amendment to the Cooperative Purchasing Agreement with the Goodyear Tire and Rubber Company to purchase tires and related materials for an annual amount not to exceed \$70,000 an aggregate amount not to exceed \$280,000; extend the current agreement to September 30, 2015; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive bid process the State of Arizona entered into Contract Number ADSP013-039473 with Goodyear Tire and Rubber Company. The State contract permits cooperative use by other governmental agencies. City Council originally approved this agreement on September 6, 2011, with three (3) renewal terms. A First Amendment was approved on April 3, 2014, increasing the annual not to exceed contract amount to \$70,000 with an aggregate not to exceed amount of \$210,000 through September 30, 2014. This proposed Second Amendment extends the term of the agreement through September 30, 2015, and increases the aggregate not to exceed contract amount to \$280,000.

DISCUSSION:

In order to properly maintain City vehicles and equipment, Fleet Services must purchase parts, supplies, and services from qualified vendors. The Goodyear Tire and Rubber Company is a registered vendor with the City and has satisfactorily supplied the City with parts and supplies in the past including the most recent contract which expires on September 30, 2014.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to the following budget line items and are subject to annual budget authority:

Fleet Services
606-5200-00-6330, Contractual Maintenance, Vehicles
606-5200-00-7430, Tires, Tubes, and Batteries

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the Cooperative Purchasing Agreement with the Goodyear Tire and Rubber Company to purchase tires and related

materials for an annual amount not to exceed \$70,000 an aggregate amount not to exceed \$280,000; extend the current agreement to September 30, 2015; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA Goodyear Tire](#)

**SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE GOODYEAR TIRE & RUBBER COMPANY**

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "Second Amendment") is entered into as of September 8, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and The Goodyear Tire & Rubber Company, an Ohio corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the State of Arizona, by and through its Department of Transportation (the "State"), entered into Contract No. ADOT11-000441 dated October 1, 2010, for the Vendor to provide tires and related materials. The contract was transitioned to the State Procurement Office in January 2013, issued Contract No. ADSPO13-039473 and extended on July 11, 2014 (collectively, the "State Contract").

B. The City and the Vendor entered into a Cooperative Purchasing Agreement dated September 6, 2011, based upon the State Contract (the "Agreement"), for the Vendor to provide the City with tires and related materials (the "Materials").

C. The City has determined that it requires additional Materials from the Vendor.

D. The City and the Vendor desire to enter into this Second Amendment to (i) provide for the cost of and purchase additional Materials and (ii) extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until September 30, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall increase the compensation to Vendor by \$70,000.00 for the additional Materials at the rates set forth in the State Contract, resulting in an increase of the total compensation, from \$210,000.00 to an aggregate amount not to exceed \$280,000.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Second Amendment, the Vendor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

5. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement Ritoch-Powell
Associates

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Tracy Stevens, Engineering and Development Services Director (623) 333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc. (RPA) to provide engineering design services for the Dysart Road Phase 2 - pedestrian, bicycle, and landscape improvements in the amount of \$146,530.00, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On October 14, 2013, staff presented to City Council the feasibility of undergrounding the existing power along Dysart Road from Van Buren Street to MC85 (Western Avenue). On March 3, 2014, staff provided another update on the feasibility of undergrounding the existing power along Dysart Road with three options for a future construction phase. The construction phase or Phase 2 of the project was submitted to MAG for Federal Transportation Alternative funding. The City was awarded \$840,000 in federal grant funding for construction.

On July 7, 2014 City Council approved a Professional Services Agreement with RPA to provide construction documents for the undergrounding the existing power along Dysart Road from Van Buren Street to MC85 (Western Avenue). The Phase 1 construction documents are currently being developed that will incorporate proposed APS improvements, Century Link improvements, Cox Communication improvements, and City facilities in order to effectively coordinate the proposed work and to provide accurate construction documents that can be successfully bid and constructed.

Phase 2 will follow once the power poles are removed and will provide for pedestrian and bicycle amenities, as well as landscaping, landscape irrigation, ADA compliant sidewalks and driveways, and other amenities.

DISCUSSION:**SCOPE OF WORK:**

The scope of work for Phase 2 will include:

- Project Management
- Meetings/Coordination with ADOT
- Project Assessment Report

- Sidewalk geometrics
- Roadway striping (new bike lanes)
- Construction document preparation
- Technical specifications

SELECTION PROCESS:

In accordance with the City’s Procurement Policy, staff requested proposals from three firms listed on the Professional Consultants Selection List. A committee was formed and proposals were evaluated. Upon review, it was determined that RPA was the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that RPA is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from RPA for developing the pedestrian and bicycle construction documents. RPA also has the staffing levels to deliver the ADOT administered construction plans on a very aggressive schedule and has extensive knowledge of the Dysart Corridor. RPA is currently finalizing construction plans for Dysart Phase 1 Electrical undergrounding.

SCHEDULE:

A tentative schedule is as follows:

Notice to Proceed	08/09/14
Initial PA and 30% Plans	09/01/14
Final PA and 60% Plans	10/07/14
95% Submittal	01/02/15
100% Submittal	03/17/15
Final PS&E	04/28/15

BUDGET IMPACT:

Funding in the amount of \$146,530.00, is available in CIP Street Fund Line Item, 322-1345-00-8420, Dysart Road Bike and Pedestrian Facilities, Van Buren Street to MC85 (Western Avenue).

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc. (RPA) to provide engineering design services for the Dysart Road Phase 2 - pedestrian, bicycle, and landscape improvements in the amount of \$146,530.00, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

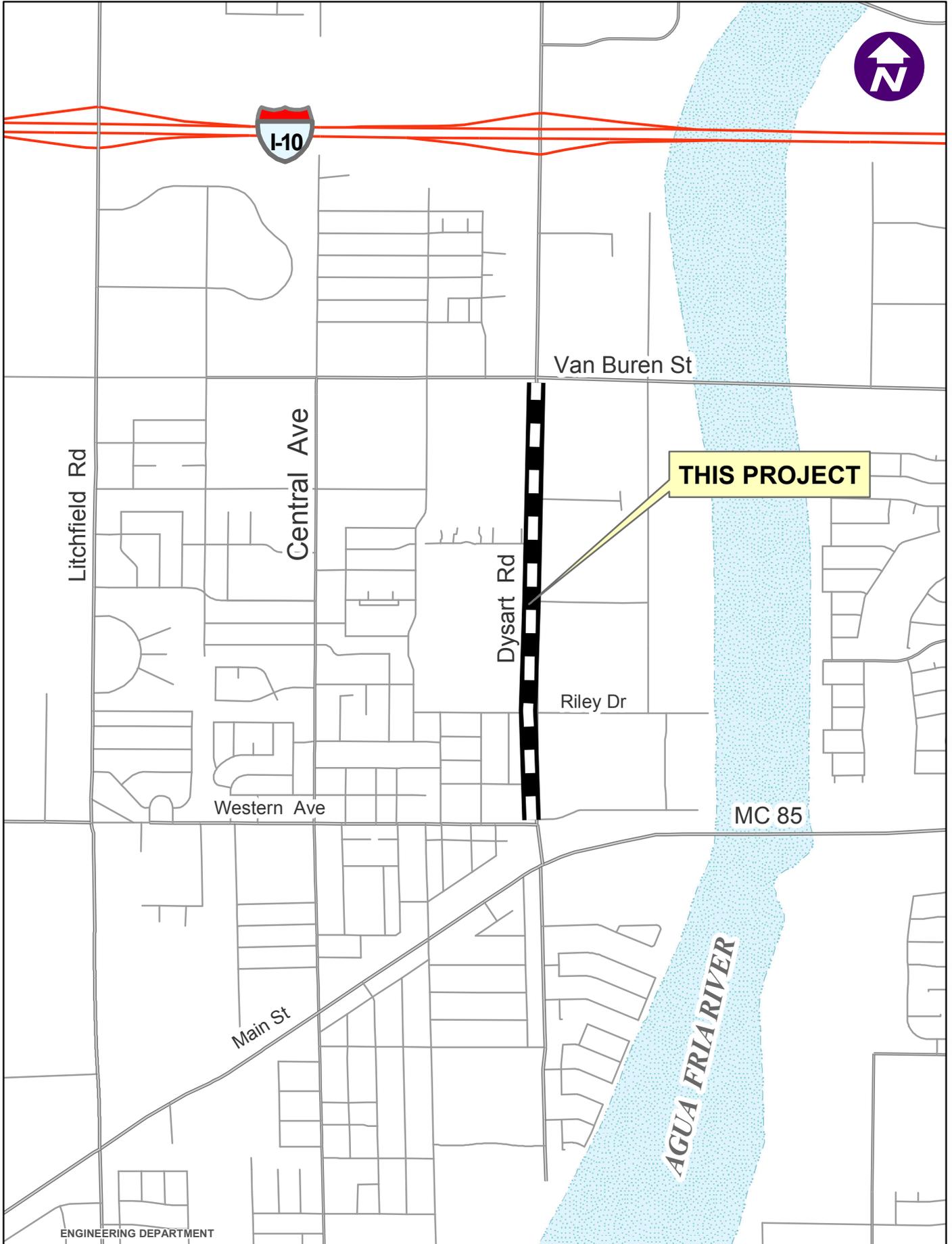
ATTACHMENTS:

Description

[Vicinity Map](#)

[PSA Ritoch Powell 2914](#)

VICINITY MAP



**Dysart Road
Van Buren St to Western Ave**

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35136>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Professional Services
Agreement - NCS Engineers - Northside Booster
Station Reservoir Modification and Coating

MEETING DATE:

9/8/2014

TO:

Mayor and Council

FROM:

Cindy Blackmore, Acting Public Works Director (623) 333-4410

THROUGH:

David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve a First Amendment to the Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a/ NCS Engineers in an amount not to exceed \$10,800, for a maximum amount not to exceed \$90,818.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

On November 4, 2013 City Council approved a Professional Services Agreement with NCS Engineers for the amount of \$80,018 for the design and construction management of the Northside Booster Station Reservoirs Modification and Coating. This project is now substantially complete. The project took two months longer to complete than was originally estimated. This required NCS Engineers to spend more time than was originally estimated to complete the project. The extra funds will cover the additional effort required to complete the project.

BUDGET IMPACT:

The funds are available in 514-1342-00-8520 Upgrade Northside Pump Station.

RECOMMENDATION:

Staff recommends that City Council approve a First Amendment to the Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a/ NCS Engineers in an amount not to exceed \$10,800, for maximum amount not to exceed \$90,818.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[First Amendment - PSA - Booster Station](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NARASIMHAN CONSULTING SERVICES INC.,
d/b/a NCS ENGINEERS**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of September 8, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”), and Narasimhan Consulting Services Inc., an Arizona corporation, d/b/a NCS Engineers (the “Consultant”).

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated November 4, 2013, for the Consultant to provide design, bid phase support, third party coating inspections and construction phase engineering services for recoating and miscellaneous improvements to the water storage tanks at the Northside Booster Station (the “Agreement”).

B. The City has determined that additional construction administration and construction inspection services by the Consultant are necessary (the “Additional Services”).

C. The City and the Consultant desire to enter into this First Amendment to (i) include the Additional Services and (ii) increase the compensation to the Consultant for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The City shall increase the compensation to Consultant by \$10,800.00 for the Additional Services at the rates set forth in the additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the total compensation, from \$80,018.00 to an aggregate amount not to exceed \$90,818.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NARASIMHAN CONSULTING SERVICES INC.
d/b/a NCS ENGINEERS

[Additional Scope of Work and Fee Proposal]

See following pages.



E N G I N E E R I N G

August 11, 2014

Mr. Michael Smith
City of Avondale
399 E. Lower Buckeye Road, Suite 100
Avondale, AZ, 85323

Re: Engineering Amendment Request
Recoating and Miscellaneous Improvements
Northside Water Storage Tanks
City of Avondale PO 65670
NCS Job # 0491

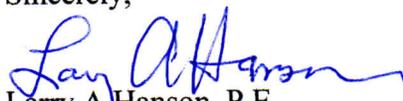
Dear Mr. Smith:

This letter is in follow-up to our phone conversation earlier this week. We are requesting the City increase the NCS engineering budget from \$80,018 (per PO 65670) to \$90,818 for the Northside Water Storage Tank Recoating project. Attached as reference is a copy of the October 14, 2013, spreadsheet showing tasks and budget that was attached to the PO.

NCS needs additional budget for two construction phase service tasks: Task 9 - Construction Administration and Task 10 - Construction Inspection. We are exceeding the budget for these two tasks because the actual construction contract time is longer than anticipated. The PO included the assumption that construction contract time would be 3 months. Construction activity actually started with the City draining the south tank early in the week of February 3, 2014. The contractor was on site early that week to set up flood lights for our first team inspection on February 4. The contractor is currently completing punch list items. Accordingly, the actual length of construction is 5.5 months. For Task 9 we are exceeding our budgeted manhours by approximately 30 hours. Thirty hours at \$120 (blended rate for Larry Hanson and Sriram Barigeda) per hour equals \$3600. For Task 10 we are exceeding our budgeted manhours by approximately 60 hours. Sixty manhours at \$120 per hour equals \$7,200. Accordingly, we are requesting a budget increase of \$10,800.

If you have any questions on our request, please contact me.

Sincerely,


Larry A Hanson, P.E.
Vice-President

encl: As Noted

EXHIBIT C - Avondale Northside Recoat Water Tanks

LABOR HOURS BY PERSONNEL CLASSIFICATION (NCS)

Task No.	Description	Principal Engineer	Project Manager	Project Engineer	Electrical Engineer	Staff Engineer	Certified Inspector	Architect/HVAC	CAD Technician	Word Processing	Total Task Labor Costs
1	Data Gathering and Review	4	8	16	0	0	0	0	0	0	\$3,400
2	Evaluation of Coating Systems	4	6	8	0	0	0	0	0	2	\$2,400
3	Preparation of Drawings and Specifications for Recoating and Miscellaneous Improvements	12	60	132	18	0	0	0	54	20	\$31,384
4	Project Meetings	4	8	4	0	0	0	0	0	2	\$2,276
5	Bid Phase Support	4	12	2	0	0	0	0	0	0	\$2,534
6	NACE Coating Inspections	0	0	0	0	0	180	0	0	0	\$13,860
7	Submittal Reviews	1	4	16	0	0	0	0	0	0	\$2,374
8	Issue Response to RFIs	1	4	4	0	0	0	0	0	0	\$1,138
9	Construction Administration	2	8	64	0	0	0	0	0	0	\$8,044
10	Perform Construction Inspections	2	8	64	0	0	0	0	0	4	\$8,268
11	Startup Services	1	4	16	0	0	0	0	0	0	\$2,374
12	Prepare Record Drawings	1	2	4	0	0	0	0	8	0	\$1,466
SUBTOTAL											\$79,518
TOTAL HOURS PER PERSONNEL CLASSIFICATION		36	124	330	18	0	180	0	62	28	
Average Billing Rate (\$/hr including overhead and profit)		150	144	103	115	88	77	110	77	56	
Direct Labor Cost Sub Totals		\$5,400	\$17,856	\$33,990	\$2,070	\$0	\$13,860	\$0	\$4,774	\$1,568	
LABOR TOTALS		\$79,518									
EXPENSES											
Printing and delivery		\$500									
PROJECT FEES		\$80,018 (Direct labor + direct expense allowances)									
TOTAL PROJECT FEES		\$80,018									



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3213-914 - Intergovernmental Agreement - Agua Fria Union High School District #216

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Dale Nannenga, Chief of Police (623) 333-7207**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2014/2015 school year.

BACKGROUND:

In past years, research has revealed placing a School Resource Officer in the high schools located in Avondale has allowed a joint effort between faculty and police to identify safety issues, criminal activity trends, and education needs within the schools. In 1994 the City of Avondale began to actively pursue alternative funding for the SRO program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRO's.

The proposed IGA establishes a funding agreement for the school year running from July 01, 2014 through June 30, 2015 for Agua Fria High School and it provides for the direction, supervision and management of the assigned SRO. The SRO program continues the partnership between the police department and Agua Fria High School. The SRO will work with school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for the students as well as serving as a security advisor to school administrators. The police department enjoys the benefit of having an SRO assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving the students attending Agua Fria High School, which provides relief to officers who would otherwise handle these follow up investigations.

BUDGET IMPACT:

The Agua Fria Union High School District has committed financially to fund half of the assigned SRO's salary, benefits, and school related overtime during the school year at Agua Fria Union High School. The cost sharing between the City of Avondale and the Agua Fria Union High School District #216 is as follows:

- Total yearly salary and ERE for the assigned SRO at Agua Fria High School \$81,397.
- Assuming a ten month school year, the cost to Agua Fria High School would be \$33,916.
- The City's cost would be \$47,481 as the City of Avondale will pay half of the SRO's total salary and ERE during the school year (10 months), and 100% of the salary for two months when school is out of session.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer during the school year at an annual cost to the City of \$47,481 and to Agua Fria High School of \$33,916.

ATTACHMENTS:

Description

[Resolution 3213-914](#)

RESOLUTION NO. 3213-914

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District No. 216 relating to school resource officer services for Agua Fria High School (the "Agreement") is hereby approved in substantially the form and substance 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 take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 8, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3138-1013

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of October 7, 2014, between the City of Avondale, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Agua Fria High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Agua Fria High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the District at Agua Fria High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Agua Fria High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for week-long school breaks in October,

December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provide SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Agua Fria High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2014 until June 30, 2015, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: David W. Fitzhugh, City Manager

With copy to: Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to the District: Agua Fria Union High School District
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, Arizona 85323
Attn: Dr. Dennis Runyan, Superintendent

With a copy to: Udall Shumway, PLC
1138 North Alma School Road, Suite 101
Mesa, Arizona 85201
Attn: Denise Lowell-Britt, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements 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 District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by

the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation.”

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

AGUA FRIA UNION HIGH SCHOOL
DISTRICT NO. 216, an Arizona school district

By: _____
Kenneth N. Weise, Mayor
Superintendent

By: _____
Dr. Dennis Runyan,

Date: _____

Date: _____

ATTEST:

Carmen Martinez, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Denise Lowell-Britt, Attorney for the District

Andrew J. McGuire, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The Agua Fria High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with Agua Fria High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Agua Fria High School.

- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school-related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Agua Fria High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.

4. The SRO should be consistent with students, staff and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include, but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?

- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law-Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education

www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education

<http://www.azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids

www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)

<http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

<http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe

www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center

www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention

www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.

www.streetlaw.org

Offers program training and program development in law-related education.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3214-914 - Municipal Sustainability Plan

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, 623-333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the Mayor and City Council adopt a resolution approving the Municipal Sustainability Plan (MSP).

BACKGROUND:

Sustainability is an integrated approach that views economic prosperity, environmental integrity, and community vitality as equal parts of the same interconnected system. It has increasingly become a foundational principle in government operations across the US. Avondale has undertaken many sustainability projects, including:

- Creating a robust recycling program
- Offering efficiency rebates to residents and businesses
- Offering water efficiency rebates
- Offering carpool incentives to employees
- Adopting the 2012 International Energy Efficiency Code
- Establishing the Energy, Environment and Natural Resources Commission (EENRC)
- Including sustainability as an integral theme throughout the Avondale General Plan 2030
- Installing a solar demonstration project
- Creating the Environmental Program Manager position

In its latest sustainability effort, the City has created the MSP to integrate present and future sustainability actions into a systematic framework. While the scope of the MSP is currently limited to the City organization's policies, operations, and facilities, it employs a scalable framework that can be expanded into a community-wide effort. In this sense, the MSP is designed to enhance the City organization, provide an example for the community, and pilot test the Plan's framework for expanded use in the future.

The MSP consists of 1) the Current State Assessment (CSA), 2) Vision and Goals, and 3) the Implementation System. Each area received significant input and review from stakeholders, and all are now in final form.

DISCUSSION:

As society increasingly recognizes that environmental, social, and economic systems are highly interdependent, it is apparent why a sustainable approach is necessary. Sustainability provides a way to address multiple issues systematically and creates benefits over both the short- and long-term. It helps ensure that decisions do not create unintended consequences in other areas, or at other times. Furthermore, sustainability methods help select context-specific solutions that ensure actions fit the location where they are used. Using a sustainability approach to plan and guide our actions will help create a more livable, thriving Avondale for today and tomorrow. The Council and City leadership recognize this, and have begun incorporating sustainability throughout the City organization.

Avondale has taken the next step by creating the MSP to align the City organization's numerous sustainability actions, including those specified in the 2030 General Plan, in a common direction. The MSP assesses the organization's current practices, establishes a long-term vision and goals, and uses a proven implementation framework to select actions to create the desired outcomes. Furthermore, the MSP's framework allows for adaptation as we progress.

- The Council was presented the MSP's general framework in a regular meeting on February 9, 2013.
- The Council was presented the Current State Assessment (CSA) and provided valuable input for the Vision and Goals in a work session on December 16, 2013.
- The Council was presented the final draft of the Plan along with the Implementation System in a work session on April 21, 2014.

The CSA incorporated 32 staff interviews and extensive document reviews to identify 125 current sustainability actions in 11 Impact Areas. The Vision and Goals used input from the EENRC, staff, City leadership, City Council, and residents to form a vision statement and nine goals that provide direction and a long-term orientation for the MSP. The Implementation System uses a cyclical process to identify gaps between the CSA and Goals, and then selects strategies, actions, and targets to fill those gaps considering the organization's current context. The Implementation System process of assessing strategies, actions, and targets will occur annually. The first Implementation System cycle identified 34 strategies comprised of 90 actions that pursue 50 short- to mid-term targets.

BUDGET IMPACT:

There is no immediate financial impact from the MSP. Many MSP projects will involve different approaches to actions the City already undertakes and will produce little to no budgetary impact in exchange for relatively large benefits. Staff will select strategies based on their ability to provide sustainable outcomes with minimal operating and budget adjustments (less than \$5,000 each). However, other MSP action items will have a budget impact in the future and those will be brought back to Council for consideration. Staff will pursue opportunities where the benefits offset or surpass the costs and have a strong return on investment. In all cases, staff will seek actions whose costs are surpassed by fiscal, community, and ecological benefits.

RECOMMENDATION:

Staff recommends the Mayor and City Council adopt a resolution approving the Municipal Sustainability Plan (MSP).

ATTACHMENTS:

Description

[Resolution 3214-914 Municipal Sustainability Plan](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35138>



CITY COUNCIL AGENDA

SUBJECT:

Budgetary Report for the Period Ending
6/30/2014

MEETING DATE:

9/8/2014

TO: Mayor and Council

FROM: Pilar Aguilar, Acting Director of Finance and Budget

THROUGH: David Fitzhugh, City Manager

PURPOSE:

This report is intended to provide Council with a review of the City's financial performance, through the end of fiscal year 2013-2014.

DISCUSSION:

The fiscal year ended June 30, 2014 was the third year of moderate growth in revenue for Avondale. Based on preliminary unaudited numbers, expenditures in all funds will come in under budget and revenues will exceed projections in most of the operating funds. Overall, the City continues to improve net position or increase fund balances for most major funds. However, it should be noted that the FY 2014-15 adopted budget contemplated the increase in fund balance, and appropriated the additional fund balance to one-time needs in the current year.

Major Governmental Funds

The City's total general fund revenues exceeded projections by approximately \$1.7 million, primarily due to better than expected sales tax receipts at both the local and state levels.

City Sales Tax, which makes up 47% of the general fund's projected revenue, brought in over \$25 million, surpassing projections by slightly more than \$1.7 million. When compared to the prior year, sales tax receipts increased by 7.8%. The construction sector in Avondale however has not seen any growth, so construction sales tax collections remain at an all-time low. The primary property tax collections were slightly under the actual levy but within the average collection rate of 96%.

Similar to construction sales tax, building permit collections continue to be sluggish and revenue in the licenses and permits category fell short of projections by more than \$279,000.

State shared income, sales, and vehicle license taxes make up approximately 34% of the general fund revenue. Receipts of these revenues exceeded projections with the exception of the income tax (commonly referred to as Urban Revenue Sharing, URS) which is the most predictable, given the State shares income tax collections from two years prior. State shared sales tax and vehicle license tax exceeded projections by \$183,000 and \$224,000 respectively. State shared sales tax receipts increased 6.3% over the prior year.

General fund expenditures were under budget by nearly \$4.8 million. Of the \$4.8 million, approximately \$1.7 million was carried over to the current year, as approved by Council in the FY 2014-15 budget. The remainder of the savings can be attributed to vacancy savings, reverted carryover appropriations, event and leisure program appropriations, park maintenance and utilities, contingency and savings in various line items. The attached report shows an unaudited summary of the general fund on page one.

Revenue collections in the Highway User Revenue Fund (HURF) also exceeded projections by over \$300,000, primarily due to the increase in total State Highway Fund revenue collections which increased 3.7% over the prior year. Expenditures in the fund were also less than the budget by approximately \$380,000 most of which can be attributed to contingency and streetlight electricity savings. Page 2 of the attached report summarizes the HURF activity.

The dedicated sales tax funds showed improved fund balances as revenues exceeded projections. The sales tax fund dedicated to Streets, Water, Wastewater and Transit improvements shows very little in expenditures since the funds are transferred to either debt service or capital funds. The sales tax fund dedicated to public safety showed marked improvement this year as revenues exceeded expenditures by more than \$1.2 million. Expenditures in the public safety sales tax fund were under budget by approximately \$931,000 with can be attributed to salary savings, carryovers and contingency. Pages 3 through 4 summarize the dedicated sales tax funds.

The capital funds did not show much improvement as development fee collections are directly tied to new construction permits. Capital revenue was significantly below projections due to the lower than expected development fees and timing delay of grants and other intergovernmental reimbursement. Overall, capital project spending and transfers out in the development fee funds totaled only 40% of budget. The combined fund balance dropped by nearly \$3 million although less than the anticipated decrease of \$9.6 million. Page 5 summarizes the development funds which are consolidated for financial reporting purposes.

The majority of funding for the debt service category comes from secondary property tax, transfers from the general fund, development fee funds, or the 0.5% dedicated sales tax fund. Although no formal schedule is included in the attached report for the debt service funds, it should be noted that over \$5.1 million of general long term debt was retired during the 2013-14 fiscal year.

Proprietary Funds

Proprietary funds are intended to account for business-like activities, which are referred to also as enterprise funds. The operating component of the City's enterprise funds are presented in a non-GAAP format in this report for purposes of budget to actual analysis of operating costs exclusive of capital investment and depreciation. The water fund revenues were slightly less than projected primarily due to a decrease in water volume billed for landscaping and hydrant meter usage which tends to be billed at the higher rate blocks. Expenses in the water operating fund were less than budgeted by over \$2.3 million which can be attributed to salary savings, decreased CAP water purchases, carryovers and contingency. The wastewater fund realized revenues 7% higher than projected. Wastewater operating expenses were approximately \$911,000 below budget primarily due to carryovers and contingency. The sanitation fund revenues exceeded projections by approximately 4% primarily due to recycling revenue for which a projection was inadvertently omitted. Operating sanitation expenses were less than budget by approximately the amount of contingency. The enterprise funds are presented on pages 6 through 8 of the attached report.

The foregoing information is subject to change pending completion of the City's financial audit. It is not anticipated that major adjustments will be required and any changes should not substantially change the status of the major funds as described.

Economic Outlook

With the better than expected financial performance the City experienced during the 2013-14 fiscal year, staff must also look at the recent activity that affects revenue streams going into the new fiscal year. The economic climate is currently a bit unpredictable given the mixed signals in a number of economic indicators. While the consumer confidence index is at the highest it has been since December of 2007 and the U.S. Real Gross Domestic Product (GDP) increased in the second quarter, growth in sales tax collections has started to wane and corporate income tax has over the last six months been consistently below the State's projections. Single family building permit issuance has been weak throughout the State and while multi-family building permits have increase over 32% in Arizona none have been issued in Avondale since the 2008-09 fiscal year.

Looking at the rate of growth in the City's largest local revenue source during the year, staff has identified that the first six months of the 2013-14 fiscal year were very strong and monthly sales tax receipts grew over the previous year's at rates averaging over 8%. The second half of the year was less impressive with the average rate of increase dropping to 1.1%. This trend appears to also be consistent with the State's latest financial reports. In addition to the declining rate of growth in sales tax, the State is also showing a significant decline in corporate income tax. A lower corporate tax rate was enacted by the legislature which became effective on January 1, 2014 however the impact of that lower rates was either underestimated or there are other factors affecting corporate income.

These recent trends in revenue do affect Avondale's future budgets. Despite a higher than projected ending fund balance of \$33.8 million in the general fund for the 2013-14 fiscal year, the information available to project the 2014-15 fiscal year beginning balance indicated a higher level of revenue which translated into a higher projected beginning balance on July 1, 2014 of over \$35.9 million. This variance does reduce the availability of fund balance for any new one time uses in future fiscal years, if the current tax trends continue. In addition, if the rate of growth in sales tax continues to average 1.1%, it is conceivable that the City will not meet projections of sales tax, which were based on a growth rate of 4.48%.

The State revenue sharing system ensures that the City will always be affected by State revenue collections as distributions coincide with both increases and declines in these sources. In addition, the threat of legislative action to reduce distributions to the cities is always present when revenues are in decline.

The City of Avondale ended FY 2013-14 in sound financial position. In general, revenues exceeded projections and expenditures were under budget. At this time, staff is recommending a cautious approach to fiscal planning for the upcoming year, as staff continues to analyze additional financial data for FY 2014-15.

RECOMMENDATION:

For information only.

ATTACHMENTS:

Description

[Budgetary Report 2014](#)

CITY OF AVONDALE, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 27,242,270	\$ 27,242,270	\$ 28,927,105	\$ 1,684,835
Licenses and permits	1,028,260	1,028,260	748,500	(279,760)
Intergovernmental	17,628,420	17,628,420	18,159,252	530,832
Charges for services	1,453,750	1,453,750	1,034,255	(419,495)
Fines, forfeitures, and penalties	1,269,830	1,269,810	1,219,003	(50,807)
Investment income	331,920	331,920	390,843	58,923
Contributions	101,110	101,110	39,191	(61,919)
Miscellaneous	602,690	602,710	883,446	280,736
Total revenues	<u>49,658,250</u>	<u>49,658,250</u>	<u>51,401,595</u>	<u>1,743,345</u>
Expenditures				
Current:				
General government	15,539,100	11,930,996	10,696,770	1,234,226
Public safety	20,912,010	21,108,475	20,992,889	115,586
Health and welfare	1,545,360	1,730,936	1,573,901	157,035
Economic and community development	4,751,140	4,978,382	3,494,949	1,483,433
Culture and recreation	4,397,700	4,359,997	3,300,303	1,059,694
Debt service:				
Principal	137,020	137,020	56,313	80,707
Interest and other charges	1,670	1,670	684	986
Capital outlay	675,870	3,684,970	3,019,035	665,935
Total expenditures	<u>47,959,870</u>	<u>47,932,446</u>	<u>43,134,844</u>	<u>4,797,602</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,698,380</u>	<u>1,725,804</u>	<u>8,266,751</u>	<u>6,540,947</u>
Other financing sources (uses)				
Transfers out	(7,151,430)	(7,151,430)	(7,140,430)	11,000
Sale of capital assets	-	-	-	-
Total other financing sources (uses)	<u>(7,151,430)</u>	<u>(7,151,430)</u>	<u>(7,140,430)</u>	<u>11,000</u>
Net change in fund balance	(5,453,050)	(5,425,626)	1,126,321	6,551,947
Fund balance, beginning of year	<u>30,168,228</u>	<u>30,168,228</u>	<u>32,729,828</u>	<u>2,561,600</u>
Fund balance, end of year	<u>\$ 24,715,178</u>	<u>\$ 24,742,602</u>	<u>\$ 33,856,149</u>	<u>\$ 9,113,547</u>

The notes to the financial statements are an integral part of this statement.

CITY OF AVONDALE, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
HIGHWAY USER REVENUE FUND
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental	\$ 4,128,910	\$ 4,128,910	\$ 4,438,393	\$ 309,483
Investment income	3,290	3,290	1,452	(1,838)
Miscellaneous	8,690	8,690	3,312	(5,378)
Total revenues	<u>4,140,890</u>	<u>4,140,890</u>	<u>4,443,157</u>	<u>302,267</u>
Expenditures				
Current:				
Highways and streets	1,628,830	1,628,830	1,330,367	298,463
Economic and community development	1,961,310	1,945,710	1,862,273	83,437
Capital outlay	-	15,600	15,457	143
Total expenditures	<u>3,590,140</u>	<u>3,590,140</u>	<u>3,208,097</u>	<u>382,043</u>
Excess (deficiency) of revenues over (under) expenditures	<u>550,750</u>	<u>550,750</u>	<u>1,235,060</u>	<u>684,310</u>
Other financing sources (uses)				
Transfers out	(959,800)	(959,800)	(959,800)	-
Total other financing sources (uses)	<u>(959,800)</u>	<u>(959,800)</u>	<u>(959,800)</u>	<u>-</u>
Net change in fund balance	(409,050)	(409,050)	275,260	684,310
Fund balance, beginning of year	<u>3,899,543</u>	<u>3,899,543</u>	<u>3,873,798</u>	<u>(25,745)</u>
Fund balance, end of year	<u>\$ 3,490,493</u>	<u>\$ 3,490,493</u>	<u>\$ 4,149,058</u>	<u>\$ 658,565</u>

The notes to the financial statements are an integral part of this statement.

CITY OF AVONDALE, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
DEDICATED SALES TAX REVENUE FUND
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 5,777,760	\$ 5,777,760	\$ 6,200,387	\$ 422,627
Investment income	1,440	1,440	69	(1,371)
Total revenues	<u>5,779,200</u>	<u>5,779,200</u>	<u>6,200,456</u>	<u>421,256</u>
Expenditures				
Current:				
General government	4,000	4,000	4,450	(450)
Total expenditures	<u>4,000</u>	<u>4,000</u>	<u>4,450</u>	<u>(450)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>5,775,200</u>	<u>5,775,200</u>	<u>6,196,006</u>	<u>420,806</u>
Other financing sources (uses)				
Transfers out	(5,600,000)	(5,600,000)	(5,600,000)	-
Total other financing sources (uses)	<u>(5,600,000)</u>	<u>(5,600,000)</u>	<u>(5,600,000)</u>	<u>-</u>
Net change in fund balance	175,200	175,200	596,006	420,806
Fund balance, beginning of year	<u>306,198</u>	<u>306,198</u>	<u>798,919</u>	<u>492,721</u>
Fund balance, end of year	<u>\$ 481,398</u>	<u>\$ 481,398</u>	<u>\$ 1,394,925</u>	<u>\$ 913,527</u>

The notes to the financial statements are an integral part of this statement.

CITY OF AVONDALE, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
PUBLIC SAFETY SALES TAX REVENUE FUND
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 5,777,760	\$ 5,777,760	\$ 6,117,180	\$ 339,420
Investment income	2,200	2,200	1,080	(1,120)
Total revenues	<u>5,779,960</u>	<u>5,779,960</u>	<u>6,118,260</u>	<u>338,300</u>
Expenditures				
Current:				
General government	712,990	692,960	214,274	478,686
Public safety	4,789,510	4,801,635	4,353,410	448,225
Capital outlay	36,150	44,055	39,525	4,530
Total expenditures	<u>5,538,650</u>	<u>5,538,650</u>	<u>4,607,209</u>	<u>931,441</u>
Excess (deficiency) of revenues over (under) expenditures	<u>241,310</u>	<u>241,310</u>	<u>1,511,051</u>	<u>1,269,741</u>
Other financing sources (uses)				
Transfers out	(229,340)	(229,340)	(229,340)	-
Total other financing sources (uses)	<u>(229,340)</u>	<u>(229,340)</u>	<u>(229,340)</u>	<u>-</u>
Net change in fund balance	11,970	11,970	1,281,711	1,269,741
Fund balance, beginning of year	<u>2,808,083</u>	<u>2,808,083</u>	<u>3,362,728</u>	<u>554,645</u>
Fund balance, end of year	<u>\$ 2,820,053</u>	<u>\$ 2,820,053</u>	<u>\$ 4,644,439</u>	<u>\$ 1,824,386</u>

The notes to the financial statements are an integral part of this statement.

CITY OF AVONDALE, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
DEVELOPMENT FEES FUND
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Licenses and permits	\$ 870,030	\$ 870,030	\$ 418,856	\$ (451,174)
Intergovernmental	4,504,000	4,504,000	280,000	(4,224,000)
Investment income	93,860	93,860	5,000	(88,860)
Total revenues	<u>5,467,890</u>	<u>5,467,890</u>	<u>703,856</u>	<u>(4,764,034)</u>
Expenditures				
Current:				
Highways and streets	-	929,600	-	929,600
Culture and recreation	-	25,000	-	25,000
Debt service				
Principal	-	-	-	-
Interest and other charges	-	-	-	-
Capital outlay	<u>18,228,100</u>	<u>17,183,100</u>	<u>6,321,704</u>	<u>10,861,396</u>
Total expenditures	<u>18,228,100</u>	<u>18,137,700</u>	<u>6,321,704</u>	<u>11,815,996</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(12,760,210)</u>	<u>(12,669,810)</u>	<u>(5,617,848)</u>	<u>(16,580,030)</u>
Other financing sources (uses)				
Transfers in	3,990,000	3,990,000	3,990,000	-
Transfers out	<u>(861,400)</u>	<u>(861,400)</u>	<u>(1,361,400)</u>	<u>(500,000)</u>
Total other financing sources (uses)	<u>3,128,600</u>	<u>3,128,600</u>	<u>2,628,600</u>	<u>(500,000)</u>
Net change in fund balance	(9,631,610)	(9,541,210)	(2,989,248)	6,551,962
Fund balance, beginning of year	<u>11,637,127</u>	<u>11,637,127</u>	<u>9,414,360</u>	<u>(2,222,767)</u>
Fund balance, end of year	<u>\$ 2,005,517</u>	<u>\$ 2,095,917</u>	<u>\$ 6,425,112</u>	<u>\$ 4,329,195</u>

CITY OF AVONDALE, ARIZONA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION - BUDGET AND ACTUAL
WATER OPERATING FUND - 501
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Charges for services	\$ 12,143,080	\$ 12,143,080	\$ 12,215,590	\$ 72,510
Investment Income	224,860	224,860	61,651	(163,209)
Miscellaneous	33,270	33,270	40,719	7,449
Total revenues	<u>12,401,210</u>	<u>12,401,210</u>	<u>12,317,960</u>	<u>(83,250)</u>
Operating Expenses				
Current:				
Salaries, Wages and benefits	2,749,970	2,749,970	2,526,960	223,010
Contractual services, materials and supplies	7,967,220	7,767,220	5,960,208	1,807,012
Depreciation and amortization	-	-	-	-
Debt service:				
Principal	103,960	103,960	103,964	(4)
Interest and other charges	8,460	8,460	8,462	(2)
Capital outlay	506,320	706,320	444,190	262,130
Total expenditures	<u>11,335,930</u>	<u>11,335,930</u>	<u>9,043,784</u>	<u>2,292,146</u>
Excess (deficiency) of revenues over (under) expenses	<u>1,065,280</u>	<u>1,065,280</u>	<u>3,274,176</u>	<u>2,208,896</u>
Other financing sources (uses)				
Transfers out	(2,332,390)	(2,332,390)	(2,332,390)	0
Sale of capital assets	-	-	-	-
Total other financing sources (uses)	<u>(2,332,390)</u>	<u>(2,332,390)</u>	<u>(2,332,390)</u>	<u>0</u>
Net change in net position	(1,267,110)	(1,267,110)	941,786	2,208,896
Net position, beginning of year	<u>23,000,000</u>	<u>23,000,000</u>	<u>23,261,220</u>	<u>261,220</u>
Net position, end of year	<u>\$ 21,732,890</u>	<u>\$ 21,732,890</u>	<u>\$ 24,203,005</u>	<u>\$ 2,470,115</u>

This financial statement is not prepared on a GAAP basis to provide comparability to the governmental fund statements.

CITY OF AVONDALE, ARIZONA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION - BUDGET AND ACTUAL
WASTEWATER OPERATING FUND - 503
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Charges for services	\$ 7,407,890	\$ 7,407,890	\$ 7,956,652	\$ 548,762
Investment Income	102,110	102,110	51,436	(50,674)
Miscellaneous	-	-	0	0
Total revenues	<u>7,510,000</u>	<u>7,510,000</u>	<u>8,008,089</u>	<u>498,089</u>
Operating Expenses				
Current:				
Salaries, Wages and benefits	1,591,230	1,601,230	1,511,015	90,215
Contractual services, materials and supplies	4,322,880	4,032,380	3,588,253	444,127
Depreciation and amortization	-	-	-	-
Debt service:				
Principal	1,534,570	1,534,570	1,534,566	4
Interest and other charges	172,180	172,180	172,177	3
Capital outlay	555,000	835,500	458,236	377,264
Total expenditures	<u>8,175,860</u>	<u>8,175,860</u>	<u>7,264,247</u>	<u>911,613</u>
Excess (deficiency) of revenues over (under) expenses	<u>(665,860)</u>	<u>(665,860)</u>	<u>743,842</u>	<u>1,409,702</u>
Other financing sources (uses)				
Transfers out	(211,130)	(211,130)	(211,130)	0
Sale of capital assets	-	-	-	-
Total other financing sources (uses)	<u>(211,130)</u>	<u>(211,130)</u>	<u>(211,130)</u>	<u>0</u>
Net change in net position	(876,990)	(876,990)	532,712	1,409,702
Net position, beginning of year	<u>8,000,000</u>	<u>8,000,000</u>	<u>9,957,502</u>	<u>1,957,502</u>
Net position, end of year	<u>\$ 7,123,010</u>	<u>\$ 7,123,010</u>	<u>\$ 10,490,214</u>	<u>\$ 3,367,204</u>

This financial statement is not prepared on a GAAP basis to provide comparability to the governmental fund statements.

CITY OF AVONDALE, ARIZONA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION - BUDGET AND ACTUAL
SANITATION OPERATING FUND
YEAR ENDED JUNE 30, 2014
(UNAUDITED)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Charges for services	\$ 4,969,200	\$ 4,969,200	\$ 5,166,864	\$ 197,664
Investment Income	5,990	5,990	2,334	(3,656)
Miscellaneous	86,930	86,930	64,597	(22,333)
Total revenues	<u>5,062,120</u>	<u>5,062,120</u>	<u>5,233,795</u>	<u>171,675</u>
Operating Expenses				0.040
Current:				
Salaries, Wages and benefits	1,333,000	1,333,000	1,289,104	43,896
Contractual services, materials and supplies	2,966,450	2,966,450	2,528,472	437,978
Depreciation and amortization	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	<u>4,299,450</u>	<u>4,299,450</u>	<u>3,817,576</u>	<u>481,874</u>
Excess (deficiency) of revenues over (under) expenses	<u>762,670</u>	<u>762,670</u>	<u>1,416,219</u>	<u>653,549</u>
Other financing sources (uses)				
Transfers out	(660,910)	(660,910)	(660,910)	(0)
Sale of capital assets	-	-	-	-
Total other financing sources (uses)	<u>(660,910)</u>	<u>(660,910)</u>	<u>(660,910)</u>	<u>(0)</u>
Net change in net position	101,760	101,760	755,308	653,548
Net position, beginning of year	<u>2,450,628</u>	<u>2,450,628</u>	<u>5,631,573</u>	<u>3,180,945</u>
Net position, end of year	<u>\$ 2,552,388</u>	<u>\$ 2,552,388</u>	<u>\$ 6,386,882</u>	<u>\$ 3,834,494</u>

This financial statement is not prepared on a GAAP basis to provide comparability to the governmental fund statements.



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Communications System Agreement - Motorola Solutions, Inc.

MEETING DATE:

9/8/2014

TO: Mayor and Council**FROM:** Dale Nannenga, Chief of Police (623) 333-7207**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the first amendment to the Communications System Agreement with Motorola Solutions, Inc, for the purchase of 266 new narrow band police radios (portables as well as mobile radios) for an amount not to exceed \$1,389,789.25 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The Avondale Police Department purchased the current police radios in 2006; however, with the upcoming Federal Communications Commission (FCC) mandated changes in narrow-banding and frequency, the current radios will become obsolete as they are not equipped to communicate in the 700MHz frequency.

The City is currently a member of the Regional Wireless Cooperative (RWC), which is a Motorola Trunked Simulcast radio network. Over next few years, every police department in the valley will have to operate on the new 700MHz police radios.

During the past several months, the Department conducted tests using police radios from other manufacturers (i.e., Tait Communications and Harris Corporation) and most recently, Motorola police radios. The Tait and Harris police radios have underperformed when compared to the Motorola radios. They also did not perform well when interacting with Motorola infrastructure already in place. In addition, the Tait and Harris radios had constant transmission and receiving problems which is a heightened officer safety issue.

DISCUSSION:

To comply with the upcoming FCC mandate, the Avondale Police Department is proposing to purchase 266 new radios (portable and mobile radios) from Motorola. The transition to the new frequency in Arizona must be installed, functioning and programmed by January 01, 2017. However, staff is recommending the purchase of new radios beginning the fall of 2014 to take advantage of a significant discount offered by the vendor.

BUDGET IMPACT:

The Fiscal Year 2014-15 adopted budget appropriated \$2,039,320 for the RWC police radio upgrade in 308-1297-00-8220. Motorola has agreed to provide a discount of \$1,000 per radio (\$266,000 total) if the radios are purchase before the end of September 2014.

The contract for \$1,389,759.25 includes the purchase of 160 portable radios, 100 mobile radios, 6 motorcycle radios and the programming and installation of all radios and components.

RECOMMENDATION:

Staff recommends that the City Council approve a contract to purchase new narrow band police radios from Motorola Inc, for an amount not to exceed \$1,389,759.25 and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[Communications System Agreement - Amendment](#)

**FIRST AMENDMENT
TO
COMMUNICATIONS SYSTEM AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MOTOROLA SOLUTIONS, INC.**

THIS FIRST AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT (this "First Amendment") is entered into as of September 8, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Motorola Solutions Inc., a Delaware corporation ("Motorola").

RECITALS

A. The City and Motorola entered into a Communications System Agreement dated September 25, 2013 (the "Agreement"), for Motorola to provide the City with hardware, software and services to upgrade the Avondale Police Department dispatch system (the "Materials and Services") and provide the City with the capability to join the Regional Wireless Cooperative system, a Motorola trunked simulcast radio network (the "RWC network").

B. The City has determined that the purchase of 700MHz radios and related equipment and services (the "Additional Materials and Services") is necessary for the City to maintain connectivity with the RWC network.

C. After identifying potential sources and testing available alternatives, the City has determined, by clear and convincing evidence that Motorola is the practical choice to provide the Additional Materials and Services and a competitive solicitation is not in the best interest of the City.

D. The City and Motorola desire to enter into this First Amendment to provide for the cost of and purchase of the Additional Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Motorola hereby agree as follows:

1. Additional Materials and Services. Motorola shall provide to the City the Additional Materials and Services as set forth on the Quotation attached hereto as Exhibit 1 and incorporated herein by reference, under the terms and conditions of the Agreement.

2. Compensation. The City shall increase the compensation to Motorola by \$1,389,759.25 for the Additional Materials and Services at the rates set forth on the Quotation

attached hereto as Exhibit 1 and incorporated herein by reference, resulting in an increase of the total compensation under the Agreement, from \$611,841.00 to an aggregate amount not to exceed \$2,001,600.25.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, Motorola affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COMMUNICATIONS SYSTEM AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MOTOROLA SOLUTIONS, INC.

[Quotation]

See following pages.

Competition Impractical Determination Form

Department: Police **Justification Prepared by:** Mirela Borsan **Phone Number:** 623-333-7276

Description:
 Motorola, Inc. will be providing police radios (portable as well as mobile and motorcycle radios) for our entire police force.

Vendor Name: Motorola, Inc. **Vendor Contact:** Carrie Hemmen
Vendor Address: **Phone:** 602-319-2355

Justification

Method of Determination: Evaluation of available alternatives

Explanation of Determination (Required)
 We are currently a member of the RWC which is a Motorola Trunked Simulcast radio network. Some of our officers did test in the past several months Tait, Harris Radios and most recently, Motorola radios; however, the radios tested by the officers from Tait and Harris have underperformed the Motorola radios and these radios do not appear to be affiliated effectively and fully with the Motorola infrastructure. In addition, the Tait and Harris radios had other issues that we documented regarding transmission and receiving the information from other officers and dispatch which is a heightened officer safety issue.

Funding Considerations

Estimated Cost: ~~1,376,959.25~~ 1,389,759.25 (MB) 8/14/14

Price Negotiated: Yes No Explain: We received \$1,000 off every radio

Is this a recurring need? Yes No (If Yes, a multi-year contract should be considered)

Budget Availability: 2,000,000

I hereby affirm the information presented herein to be true and accurate and was prepared in accordance with the City Procurement Code and Policies.

Mirela A. Borsan *Mirela Borsan* 8/6/2014
 Employee Name Signature Date

[Signature] *[Signature]*
 Department Head Approval City Manager Approval (\$25,000-\$49,999)

Procurement Office Use Only

Request Denied Return Date: Request in accordance with AP-23
 Requires More Info

Procurement Agent Comments:
 Funding for this purchase is under Administrative Award.
Lila A. Gail 8/11/14
 Finance & Budget Approval Date

**MOTOROLA SOLUTIONS**

Quote Number: QU0000287877
 Effective: 13 AUG 2014
 Effective To: 11 NOV 2014

Bill-To:

AVONDALE, CITY OF
 11465 W CIVIC CENTER DR
 AVONDALE, AZ 85323
 United States

Ultimate Destination:

AVONDALE, CITY OF
 11465 W CIVIC CENTER DR
 AVONDALE, AZ 85323
 United States

Attention:

Name: Mirela Borsan
 Email: mborsan@avondale.org
 Phone: 623-333-7276

Sales Contact:

Name: Jim Case/ Carrie Hemmen
 Email: jim.case@creativecom.com
 Phone: 6029558405

Request For Quote: APX SUBSCRIBERS**Contract Number:****Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	160	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$7,292.00	\$4,509.50	\$721,520.00
1a	160	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1b	160	Q629AK	ENH: AES ENCRYPTION			
1c	160	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION			
1d	160	QA01749AB	SW KEY SUPPLEMENTAL DATA			
1e	160	QA02818AA	ALT-LIION IMPRES FM/CSA 2300M (NNTN8092)			
1f	160	Q887AT	ENH: 4 YR SFS LITE			
1g	160	QA02006AA	ENH: APX6000XE RUGGED RADIO			
1h	160	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
1i	160	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA			
1j	160	H38BT	ADD: SMARTZONE OPERATION			
1k	160	Q361AR	ADD: P25 9600 BAUD TRUNKING			
1l	160	QA00580AC	ADD: TDMA OPERATION			
1m	160	QA00583AC	ADD: MISSION CRITICAL WIRELESS BLUETOOTH.			
2	100	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$6,778.00	\$4,145.00	\$414,500.00
2a	100	W22BA	ADD: PALM MICROPHONE			
2b	100	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION			
2c	100	G442AJ	ADD: O5 CONTROL HEAD			
2d	100	G66AM	ADD: DASH MOUNT			
2e	100	GA00318AC	ENH: 4 YR SFS LITE			
2f	100	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
2g	100	G843AH	ADD: AES ENCRYPTION APX7500			
2h	100	G444AE	ADD: APX CONTROL HEAD SOFTWARE			
2i	100	QA01749AB	SW KEY SUPPLEMENTAL DATA			
2j	100	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
2k	100	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
2l	100	G361AH	ADD: P25 TRUNKING SOFTWARE			
2m	100	G51AU	ENH: SMARTZONE OPERATION APX6500			
2n	100	GA00580AA	ADD: TDMA OPERATION			

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
2o	100	G996AS	ENH: OVER THE AIR PROVISIONING			
2p	100	W947AT	ADD: ASTRO 25 INTEGRATED VOICE & DATA			
3	6	M30URS9PWIAN	7/800 SINGLE BAND APX7500	\$7,741.00	\$4,867.25	\$29,203.50
3a	6	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
3b	6	W22BB	ADD: MOTORCYCLE PALM MIC			
3c	6	G628AC	ADD: REMOTE MOUNT CBL 17 FEET			
3d	6	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
3e	6	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION			
3f	6	GA00318AB	ENH: 4 YR SFS LITE			
3g	6	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
3h	6	G843AH	ADD: AES ENCRYPTION APX7500			
3i	6	G67BA	ADD:REMOTE MOUNT MOTORCYCLE			
3j	6	W620AE	ADD: NO MTRCYCLE ENCL NEEDED APEX	-	-	-
3k	6	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
3l	6	G51AT	ENH: SMARTZONE OPERATION APX			
3m	6	G831AD	ADD: SPKR 15W WATER RESISTANT			
3n	6	G361AH	ADD: P25 TRUNKING SOFTWARE			
3o	6	GA00580AA	ADD: TDMA OPERATION			
3p	6	G996AS	ENH: OVER THE AIR PROVISIONING			
3q	6	W947AT	ADD: ASTRO 25 INTEGRATED VOICE & DATA			
3r	6	G442AJ	ADD: O5 CONTROL HEAD			
3s	6	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
4	3	NNTN7686A	IMPRESMUC ADAPTER (PK OF 6 INSERTS)	\$207.00	\$155.25	\$465.75
5	160	PMMN4099A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55	\$120.00	\$90.00	\$14,400.00
6	160	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	\$15,000.00
7	170	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$140.00	\$105.00	\$17,850.00
8	18620	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$18,620.00
9	41000	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$1.00	\$41,000.00
10	11600	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$1.00	\$11,600.00

Estimated Tax Amount

\$105,600.00

Total Quote in USD

\$1,389,759.25

* This quote contains items with approved price exceptions applied against it

THIS PROPOSAL INCLUDES DISCOUNTED VOLUME AND TIMING PRICING WHICH IS VALID WITH THE FULL ORDER WITH THE PO RECEIVED BY SEPTEMBER 12, 2014.
THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXISTING CONTRACT BETWEEN THE CITY OF AVONDALE AND MOTOROLA SOLUTIONS, INC., EXECUTED ON SEPTEMBER 25, 2013.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



Quote Number: QU0000287877
 Effective: 13 AUG 2014
 Effective To: 11 NOV 2014

Bill-To:
 AVONDALE, CITY OF
 11465 W CIVIC CENTER DR
 AVONDALE, AZ 85323
 United States

Ultimate Destination:
 AVONDALE, CITY OF
 11465 W CIVIC CENTER DR
 AVONDALE, AZ 85323
 United States

Attention:
Name: Mirela Borsan
Email: mborsan@avondale.org
Phone: 623-333-7276

Sales Contact:
Name: Jim Case/ Carrie Hemmen
Email: jim.case@creativecom.com
Phone: 6029558405

Request For Quote: APX SUBSCRIBERS
Contract Number:
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	160	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$7,292.00	\$4,509.50	\$721,520.00
1a	160	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1b	160	Q629AK	ENH: AES ENCRYPTION			
1c	160	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION			
1d	160	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
1e	160	QA02818AA	ALT:LIIION IMPRES FM/CSA 2300M (NNTN8092)			
1f	160	Q887AT	ENH: 4 YR SFS LITE			
1g	160	QA02006AA	ENH: APX6000XE RUGGED RADIO			
1h	160	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
1i	160	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA			
1j	160	H38BT	ADD: SMARTZONE OPERATION			
1k	160	Q361AR	ADD: P25 9600 BAUD TRUNKING			
1l	160	QA00580AC	ADD: TDMA OPERATION			
1m	160	QA00583AC	ADD: MISSION CRITICAL WIRELESS BLUETOOTH.			
2	100	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$6,778.00	\$4,145.00	\$414,500.00
2a	100	W22BA	ADD: PALM MICROPHONE			
2b	100	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION			
2c	100	G442AJ	ADD: O5 CONTROL HEAD			
2d	100	G66AM	ADD: DASH MOUNT			
2e	100	GA00318AC	ENH: 4 YR SFS LITE			
2f	100	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
2g	100	G843AH	ADD: AES ENCRYPTION APX7500			
2h	100	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2i	100	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
2j	100	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
2k	100	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
2l	100	G361AH	ADD: P25 TRUNKING SOFTWARE			
2m	100	G51AU	ENH: SMARTZONE OPERATION APX6500			
2n	100	GA00580AA	ADD: TDMA OPERATION			

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
2o	100	G996AS	ENH: OVER THE AIR PROVISIONING			
2p	100	W947AT	ADD: ASTRO 25 INTEGRATED VOICE & DATA			
3	6	M30URS9PW1AN	7/800 SINGLE BAND APX7500	\$7,741.00	\$4,867.25	\$29,203.50
3a	6	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
3b	6	W22BB	ADD: MOTORCYCLE PALM MIC			
3c	6	G628AC	ADD: REMOTE MOUNT CBL 17 FEET			
3d	6	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
3e	6	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION			
3f	6	GA00318AB	ENH: 4 YR SFS LITE			
3g	6	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
3h	6	G843AH	ADD: AES ENCRYPTION APX7500			
3i	6	G67BA	ADD:REMOTE MOUNT MOTORCYCLE			
3j	6	W620AE	ADD: NO MTRCYCLE ENCL NEEDED APEX	-	-	-
3k	6	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
3l	6	G51AT	ENH: SMARTZONE OPERATION APX			
3m	6	G831AD	ADD: SPKR 15W WATER RESISTANT			
3n	6	G361AH	ADD: P25 TRUNKING SOFTWARE			
3o	6	GA00580AA	ADD: TDMA OPERATION			
3p	6	G996AS	ENH: OVER THE AIR PROVISIONING			
3q	6	W947AT	ADD: ASTRO 25 INTEGRATED VOICE & DATA			
3r	6	G442AJ	ADD: O5 CONTROL HEAD			
3s	6	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
4	3	NNTN7686A	IMPRESMUC ADAPTER (PK OF 6 INSERTS)	\$207.00	\$155.25	\$465.75
5	160	PMMN4099A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55	\$120.00	\$90.00	\$14,400.00
6	160	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	\$15,000.00
7	170	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$140.00	\$105.00	\$17,850.00
8	18620	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$18,620.00
9	41000	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$1.00	\$41,000.00
10	11600	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$1.00	\$11,600.00

Estimated Tax Amount

\$105,600.00

Total Quote in USD

\$1,389,759.25

* This quote contains items with approved price exceptions applied against it

THIS PROPOSAL INCLUDES DISCOUNTED VOLUME AND TIMING PRICING WHICH IS VALID WITH THE FULL ORDER WITH THE PO RECEIVED BY SEPTEMBER 12, 2014.
THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXISTING CONTRACT BETWEEN THE CITY OF AVONDALE AND MOTOROLA SOLUTIONS, INC., EXECUTED ON SEPTEMBER 25, 2013.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)