



CITY COUNCIL AGENDA

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

WORK SESSION
October 6, 2014
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. **MAYORS' GOLF CHALLENGE**

City Council will receive an update regarding the Mayor's Challenge Golf Tournament. For information, discussion and direction only.

3. **INFILL INCENTIVE PROGRAM**

City Council will receive an overview regarding proposed changes to the Infill Incentive Program. For information, discussion and direction.

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:

Mayors' Golf Challenge

MEETING DATE:

10/6/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will provide the City Council with information on the Mayor's Challenge Golf Tournament. This item is for discussion and direction only.

BACKGROUND:

For the past 19 years The City of Avondale has supported the Mayor's Challenge Golf Tournament. The goal of the tournament is to raise funds for the Boys & Girls Clubs of Metro Phoenix, Tri-City West/Thornwood branch (the Avondale Club). The event is held annually and is the major fundraiser for the Tri-City Branch. The funds support programming that provides opportunities for children in the West Valley to learn, grow, and become responsible citizens.

The Avondale Club was first opened in a temporary facility in 1993 and took residence in its permanent home on Western Avenue in 1998. The Avondale Club operates with strong support of the cities of Avondale, Litchfield Park, and Goodyear. The Avondale Club serves 1,200 children annually from Avondale, Buckeye, Goodyear, Litchfield Park and Tolleson. The annual count includes children that regularly attend the Avondale Club during out of school times. Youth membership by community includes 597 from Avondale, 47 from Buckeye, 183 from Goodyear, 54 from Litchfield Park, and 319 from Tolleson.

The Avondale Club offers after-school and summer programs that keep children engaged in positive programs that focus on four key areas: Academic Success, Healthy Choices, Be Good- Do Great, and Fun with a Purpose. According to Ann Gibbons, President and Executive Director, without outside support, these life-altering programs simply aren't possible.

DISCUSSION:

Over the past 19 years the tournament has been held at various Valley golf courses, concentrating on West Valley Golf Courses. All of the proceeds raised from the tournament directly contribute to programming for the Avondale Club. This year's tournament will be held on Friday, November 21 at the Coldwater Golf Club in the City of Avondale.

To date, the tournament has raised more than \$235,000 to support positive programming at the Avondale Club. The funding raised by the tournaments has varied. Recent fundraising efforts have been \$15,000 in 2011, \$17,000 in 2012 and \$16,000 in 2013. Mayor Weise has challenged the

tournament committee to exceed previous fundraising efforts. Therefore, the fundraising goal for the 2014 tournament is \$20,000.

The City of Avondale and the City Council has been very supportive of the tournament. City staff has been directly involved in the planning, coordination, and operations of the tournament; City Council members have used both personal funds and funds from their discretionary accounts to fund golfing foursomes for the event, and \$5,800 has been approved as part of the Out and About Special Event Series toward the planning and development of this year's tournament. However, the tournament is a cost recoverable event. Total expenses are subtracted from sponsorships and tournament revenue to determine the net profit that will be donated to the Avondale Club.

The Mayor and the tournament planning committee have already begun working toward enhancing tournament participation from potential sponsors and golfers. The Mayor has sent a letter requesting support to all of the Southwest Valley cities. He has also personally contacted four dealerships in the Avondale Automall. The City has received a commitment from the Mazda dealership, and a tentative commitment from Avondale Kia. Staff has also developed a marketing campaign that will include social media, print, and radio advertisements.

The tournament also includes a traveling trophy that is presented to the winning team. The winning team must represent one of the four Southwest Valley cities. The trophy is retained by the winning city for one year. Mayor Weise has agreed to deliver the trophy to the winning City during a scheduled City Council meeting. City staff is coordinating an in-house selection golf tournament to determine the team members that will constitute the official Avondale team. The selection tournament is open to all employees, volunteers, elected officials, and their families.

City Council, families and friends can assist with the fundraising efforts through a variety of methods that include: Spreading the word about the event to potential golfers and sponsors, golf in the event, fund a foursome, encourage support and participation by other West Valley City representatives, and by continuing support for this event.

BUDGET IMPACT:

No budgetary impact. The Mayor's Challenge is a cost recoverable event.

RECOMMENDATION:

The purpose of this report is to provide City Council with information on the Mayor's Challenge Golf Tournament. This item is for discussion and direction only.



CITY COUNCIL AGENDA

SUBJECT:

Infill Incentive Program

MEETING DATE:

10/6/2014

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director (623) 333-1411

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will provide an overview to the Mayor and City Council regarding proposed changes to the Infill Incentive Program.

BACKGROUND:

The existing Infill Incentive Program was adopted by ordinance in November 2003. The purpose of the infill incentive program is to encourage, through reduced fees, development in areas of the city that are vacant or underutilized. When the city recently reviewed and adopted our new development impact fees, staff had preliminary discussions regarding the possibility of utilizing different zones to target these specific areas and have a reduced impact fee structure to increase development activity. It was determined that updating our existing Infill Incentive Program would provide the tools necessary to accomplish the desired outcomes.

DISCUSSION:

The Infill Incentive Program will continue to target three (3) specific areas of the community; Historic Avondale, Las Ligas and Cashion. The incentive program will provide reduced fees for plan review, building permits and development impact fees for residential and commercial development. Industrial development has been excluded from the proposed infill incentive program due to the unique nature of A-1 zoning and the wide range of allowable uses. The few A-1 parcels that are located within the districts will be evaluated on a case by case basis and if appropriate, an Economic Development Agreement may be utilized. The modifications to the existing ordinance can be summarized in predominately four (4) areas.

1. Infill District Maps

The three (3) infill districts are defined as Historic Avondale, Las Ligas, and Cashion. The maps depicting these areas will align with the City of Avondale 2030 General Plan.

2. Development Impact Fee Reduction

The existing ordinance provides 50% reduced fees for plan review and building permit fees. Staff believes that development impact fees represent a significant barrier for new development in these areas. Staff proposes to enhance the infill incentive program by providing a fifty percent (50%) fee reduction for both commercial and residential development impact fees. Currently, the residential development impact fee is \$17,007 per home with a 3/4 inch water meter and the commercial rate is determined based upon building use, size and the size of the water meter service.

3. Eligible Uses

The existing ordinance lists the eligible commercial uses that qualify for the incentives. This approach creates confusion if the specific business use does not fit exactly into the eligible use list. Staff believes that a clearer approach would be to make all commercial uses that are permitted within the zoning classification eligible for the incentive. Staff would develop a "Prohibited Use" list that would list uses not eligible for the incentives. These prohibited uses would include; check cashing, pawn shops, thrift stores, sexually oriented businesses, liquor stores, shooting ranges, and outdoor storage facilities.

4. Sales Tax Rebates

The existing ordinance provides an incentive for businesses to receive a rebate for a portion of their local sales tax. There have been modifications to the Arizona Revised Statutes that prohibit sales tax rebates unless the rebated monies are specifically utilized for public infrastructure improvements. Staff believes that most of the area covered by the infill district already has the necessary public infrastructure. If we find a specific project and location within the Infill District that requires public infrastructure improvements, the city still has the ability to enter into a separate Economic Development Agreement for that purposes.

BUDGET IMPACT:

The infill incentive would reduce the fees for plan review, building permits, and development impact fees. The actual cost will depend on utilization of the program, which would be monitored by staff. Staff proposes that the funding source for the Infill Incentive program be the Economic Opportunity Fund. Council would have the opportunity to evaluate the program and determine the needed funding during the annual budget process.

RECOMMENDATION:

For information and discussion purposes only.

ATTACHMENTS:

Description

[Ordinance Chapter 19](#)

[Vicinity Map](#)

Article IV
COMMERCIAL INFILL INCENTIVE
PLAN*

Sections:

- 19-61** **Definitions.**
- 19-62** **Commercial infill incentive plan created.**
- 19-63** **Purpose.**
- 19-64** **Plan review and permitting for eligible projects.**
- 19-65** **Commercial infill incentive district created.**
- 19-66** **Eligible uses.**
- 19-67** **Incentive qualifications.**
- 19-68** **Building permit and plan review fees waived.**
- 19-69** **Sales tax rebates.**
- 19-70—19-80** **Reserved.**

* **Editorial Note:** Ordinance No. 1226-1206, § 1, adopted December 18, 2006, renumbered §§ 26-50—26-58 as §§ 19-61—19-69 as herein set out. Formerly, such provisions derived from Ord. No. 1070-04, § 1, 12-6-04; Ord. No. 758, § 3, 11-6-00; Ord. No. 779-01, § 1, 3-19-01; Ord. No. 781-01, § 1, 4-2-01; Ord. No. 960-03, §§ 1, 2, 11-3-03.

19-61 Definitions.

"Eligible projects" shall mean (i) commercial projects for eligible uses established on or after March 1, 2005, that are located within commercial infill incentive districts established on or after March 1, 2005, and that have been officially submitted to the City of Avondale's Planning and Building Department for review and approval on or after March 1, 2005, and (ii) commercial projects for eligible uses established prior to March 1, 2005, that are located within commercial infill incentive districts established prior to March 1, 2005, and that have been officially submitted to the City of Avondale's Planning and Building Department for review and approval prior to March 1, 2005. (Ord. No. 1226-1206, § 1, 12-18-06)

19-62 Commercial infill incentive plan created.

There is hereby created a commercial infill incentive plan consisting of infill incentives for

eligible projects, which shall be administered as set forth in this article. (Ord. No. 1226-1206, § 1, 12-18-06)

19-63 Purpose.

The purpose of this commercial infill incentive plan is to encourage, through reduced fees and other incentives, development of commercial uses in areas of the city which are vacant or otherwise underutilized, and which exhibit some of the following characteristics:

- (a) There is a larger number of vacant, older or dilapidated buildings or structures;
- (b) There is a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites;
- (c) There is a large number of buildings or other places where nuisances exist or occur;
- (d) There is an absence of development and investment activity compared to other areas in the city;
- (e) There is a continuing decline in population. (Ord. No. 1226-1206, § 1, 12-18-06)

19-64 Plan review and permitting for eligible projects.

The City of Avondale shall offer priority plan review and permitting for eligible projects within the commercial infill incentive districts, as set forth in section 19-65. The city manager or authorized designee shall appoint a multidisciplinary redevelopment team comprised of representatives from the city's economic development, planning, building, engineering and fire departments, to provide assistance to commercial infill projects in order to provide timely resolution of issues that arise in conjunction with commercial infill development. (Ord. No. 1226-1206, § 1, 12-18-06)

19-65 Commercial infill incentive district created.

A commercial infill incentive district is hereby created over the following areas:

(a) Old Town Avondale Commercial Infill Residential Infill District encompasses the shaded area depicted in Figure One below.

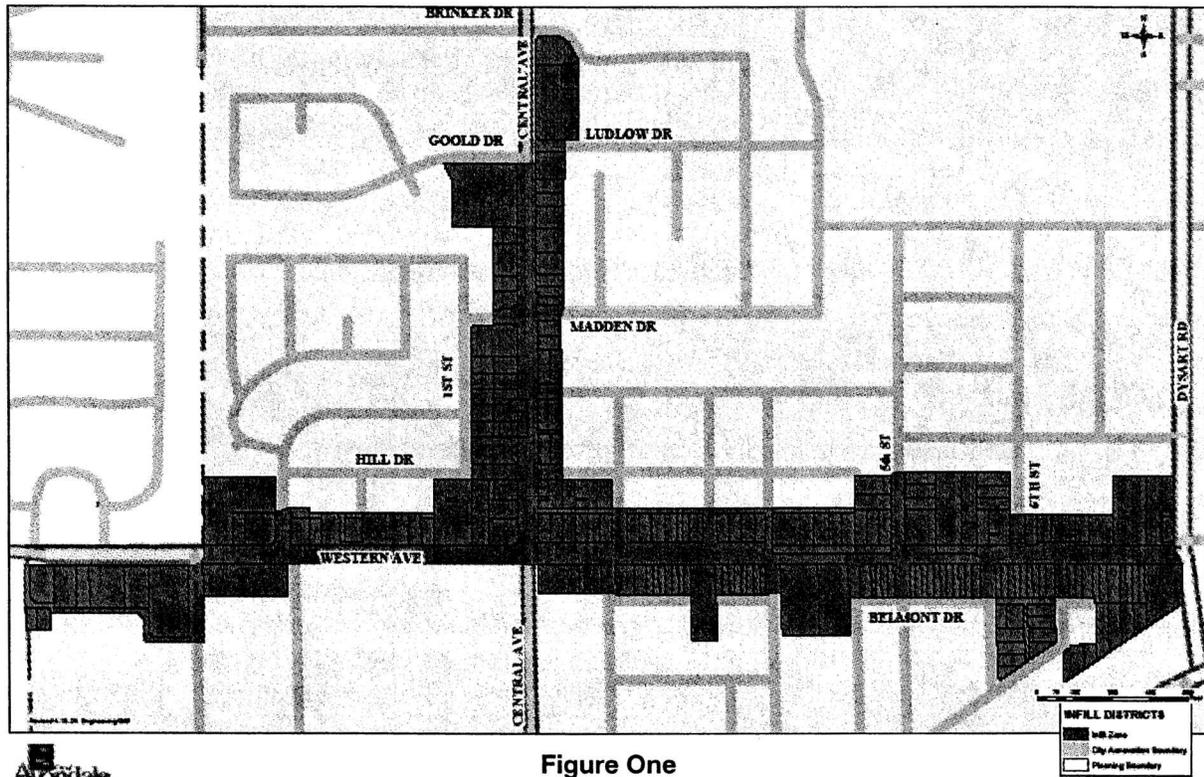


Figure One
Commercial Infill Incentive District

Figure 1

(Ord. No. 1226-1206, § 1, 12-18-06)

19-66 Eligible uses.

(a) Uses eligible for commercial infill incentives shall be as follows:

- | | |
|--|--|
| <ul style="list-style-type: none"> Antiques and collectibles Art galleries Art film theaters Artists' studios and artisans' and craftpersons' studios or workshops Bakeries Beauty salons, nail salons and barber shops, without massage services Bicycle and sporting good stores Bookstores Camera shops Candy/confectioner's shops Child day care facilities | <ul style="list-style-type: none"> Clothing, resortwear and t-shirt shops, selling only new merchandise Clothing consignment shops Commercial, trade, business and similar schools, except those of an industrial character Coffee houses Curio shops Delicatessen shops Dry cleaners and laundry establishments Florists and flower shops and stands Furniture sales, but not furniture, office or household furniture rentals Gift shops Herbal, natural remedy and metaphysical shops Hotels, motels and bed and breakfast inns Ice cream shops Import stores |
|--|--|

Jewelry stores
 Juice bars
 Medical, dental and optical offices and clinics
 Mixed use commercial structures
 Museums
 Music, record and CD stores
 Newsstands
 Offices for professional, administrative, clerical and sales services
 Outdoor gear stores
 Performing arts theaters
 Printing and copying shops
 Photography studios
 Restaurants, restaurant/bars and cafes of a sit-down nature, including those with live entertainment and those with outdoor dining
 Retail stores
 Shoe stores and shoe repair shops
 Specialty grocers and food stores
 Specialty retail, such as flag, kite, magic and puppet shops, etc.
 Toy shops
 Video and DVD rental stores
 Other uses similar to or consistent with those specified herein, as determined by the city manager or authorized designee

(b) Uses not eligible for commercial infill incentives:

Uses of an adult nature, including, but not limited to, adult bookstores and novelty stores, adult theaters and adult live entertainment establishments, and uses which include, as part of their activities, the sale, rental, display or viewing of adult materials or performances

Bars which are not attached to and part of a restaurant. (Ord. No. 1226-1206, § 1, 12-18-06)

19-67 Incentive qualifications.

Any person wishing to build a new business or expand an existing business within the commercial infill incentive district may qualify for the incentives set forth in this article if all of the following apply:

(a) The project is "eligible" as defined in this Article.

(b) The property sought to be utilized and the use to be established thereon will be legal and conforming uses pursuant to the city's zoning ordinance.

(c) The applicant has received all necessary approvals to proceed with its development, except for required building permits. (Ord. No. 1226-1206, § 1, 12-18-06)

19-68 Building permit and plan review fees waived.

Eligible projects within the commercial infill incentive districts shall receive a waiver of fifty (50) percent of the building permits and plan review fees established by the city council. (Ord. No. 1226-1206, § 1, 12-18-06)

19-69 Sales tax rebates.

Beginning on the date that a City of Avondale business license has been issued for a new business and continuing for a period of two (2) years thereafter, all eligible new businesses within each commercial infill incentive district shall be given the opportunity to apply for a rebate of sales taxes paid to the City of Avondale in an amount equal to .75 percent of the taxable sales generated by the business in the commercial infill incentive district, up to a maximum rebate of five thousand dollars (\$5,000.00) annually and subject to the criteria set forth in this article, in addition to the following:

(a) All potentially eligible businesses desiring to participate in the rebate program shall register for the program with the city manager, or authorized designee, in order to have their sales tax contributions set aside for potential rebate, and no sales taxes paid to the City of Avondale prior to such registration shall be eligible for rebate. A delay in registration shall not extend the eligibility period for any new business under this program.

(b) Businesses registered under the rebate program must apply for the rebate within thirty (30) days of the end of each applicable calendar year, and rebates shall be disbursed within sixty (60) days

of the end of the applicable calendar year, following a determination by the City of Avondale that applicants have met all eligibility criteria.

(c) Any business applying for the rebate program must be in current operation and current in its payment of sales taxes to the City of Avondale at the time of application and during all times for which a rebate is requested. Under no circumstances will previously-paid penalty or interest charges be rebated, in whole or in part, to an applicant.

(d) For purposes of the rebate program, new businesses do not include previously existing businesses which have come under new management or ownership, except in cases where a change of management or ownership has taken place during the first two (2) years of operation, commencing with issuance of the first business license. In such cases, rebates shall be available during the remainder of the initial two-year period, subject to the provisions of this article, and any amount to be rebated shall be calculated based on contributions received by the City of Avondale from the current business operator only.

(e) The provisions of this article shall in no way limit the City of Avondale's ability to enter into individual economic development agreements relating to business activities proposed to take place within or outside the boundaries of the commercial infill incentive districts created by this article. (Ord. No. 1226-1206, § 1, 12-18-06)

19-70—19-80 Reserved.

Article V

RESIDENTIAL INFILL INCENTIVE PLAN*

Sections:

- 19-81 Definitions.**
- 19-82 Residential infill incentive plan created.**
- 19-83 Purpose.**
- 19-84 Plan review and permitting for eligible projects.**
- 19-85 Residential infill incentive districts created.**
- 19-86 Incentive qualifications.**
- 19-87 Building permit and plan review fees waived.**
- 19-88—19-100. Reserved.**

* **Editorial Note:** Ordinance No. 1226-1206, § 2, adopted December 18, 2006, renumbered §§ 26-110—26-116 as §§ 19-81—19-87 as herein set out. Formerly, such provisions derived from Ord. No. 1070-04, § 2.

19-81 Definitions.

"Eligible projects" shall mean (i) single-family residential projects within residential infill incentive districts established on or after March 1, 2005, that have been officially submitted to the City of Avondale's Planning and Building Department for review and approval on or after March 1, 2005, and (ii) single-family residential projects within residential infill incentive districts established prior to March 1, 2005, that have been officially submitted to the City of Avondale's Planning and Building Department for review and approval prior to March 1, 2005. (Ord. No. 1226-1206, § 2, 12-18-06)

19-82 Residential infill incentive plan created.

There is hereby created a residential infill incentive plan, which shall be administered as set forth in this article. (Ord. No. 1226-1206, § 2, 12-18-06)

19-83 Purpose.

The purpose of this residential infill incentive plan is to encourage, through reduced fees and other incentives, development of residential uses in areas

of the city which are vacant or otherwise underutilized, and which exhibit some of the following characteristics:

- (a) There is a larger number of vacant, older or dilapidated buildings or structures;
- (b) There is a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites;
- (c) There is a large number of buildings or other places where nuisances exist or occur;
- (d) There is an absence of development and investment activity compared to other areas in the city;
- (e) There is a continuing decline in population. (Ord. No. 1226-1206, § 2, 12-18-06)

19-84 Plan review and permitting for eligible projects.

The City of Avondale shall offer priority plan review and permitting for eligible projects within the residential infill incentive districts, as set forth in section 19-85. The city manager, or authorized designee, shall appoint a multidisciplinary redevelopment team, comprised of representatives from the city's economic development, planning, building, engineering and fire departments, to provide assistance to residential infill projects in order to provide timely resolution of issues that arise in conjunction with residential infill development. (Ord. No. 1226-1206, § 2, 12-18-06)

19-85 Residential infill incentive districts created.

Residential infill incentive districts are hereby created over the following areas:

- (a) Residential infill district 1 encompasses the shaded area depicted in Figure 1 below.
- (b) Residential infill district 2 encompasses the shaded area depicted in Figure 2 below.
- (c) Residential infill district 3 encompasses the shaded area depicted in Figure 3 below.

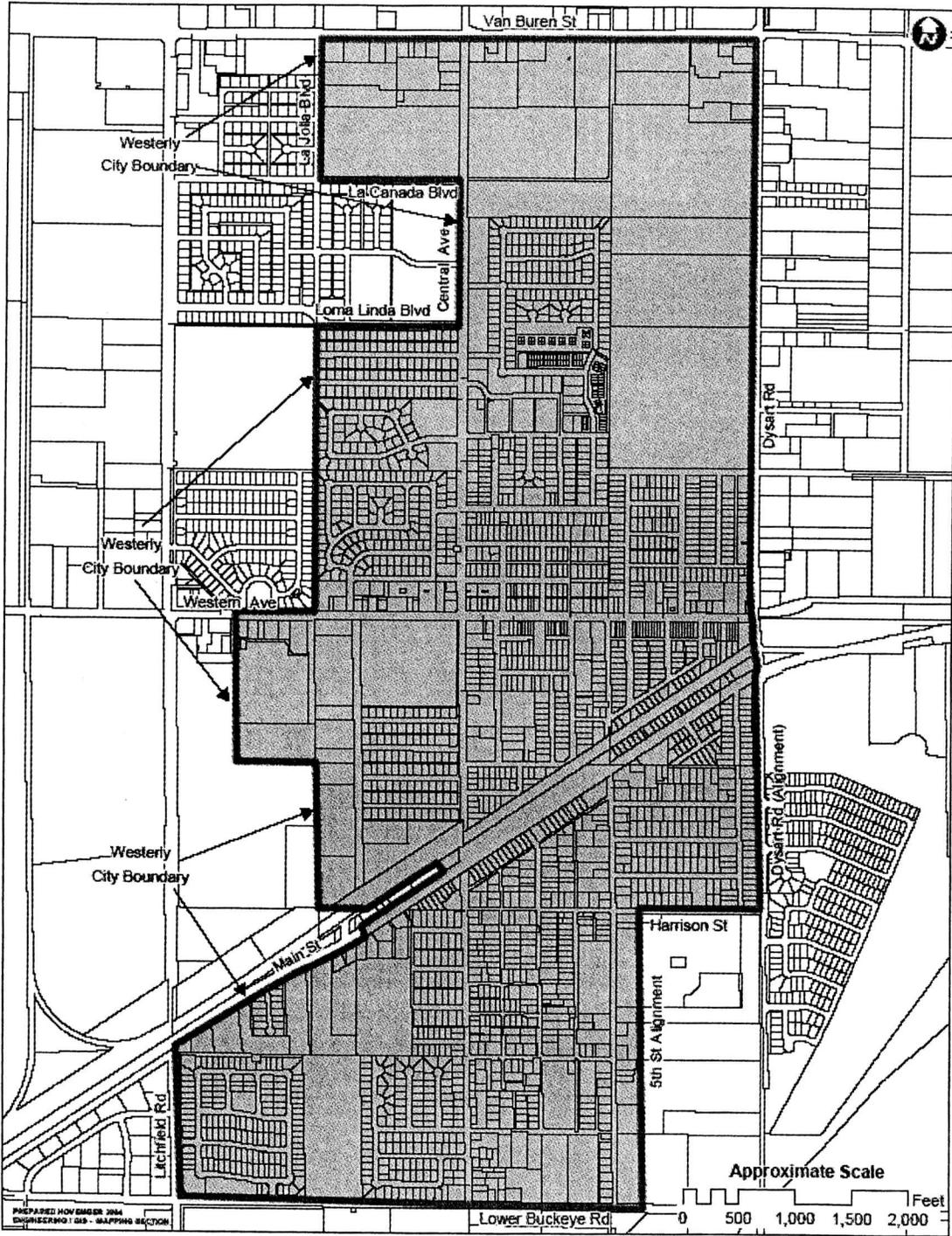


Figure One
Residential Infill Incentive District One

Figure 1

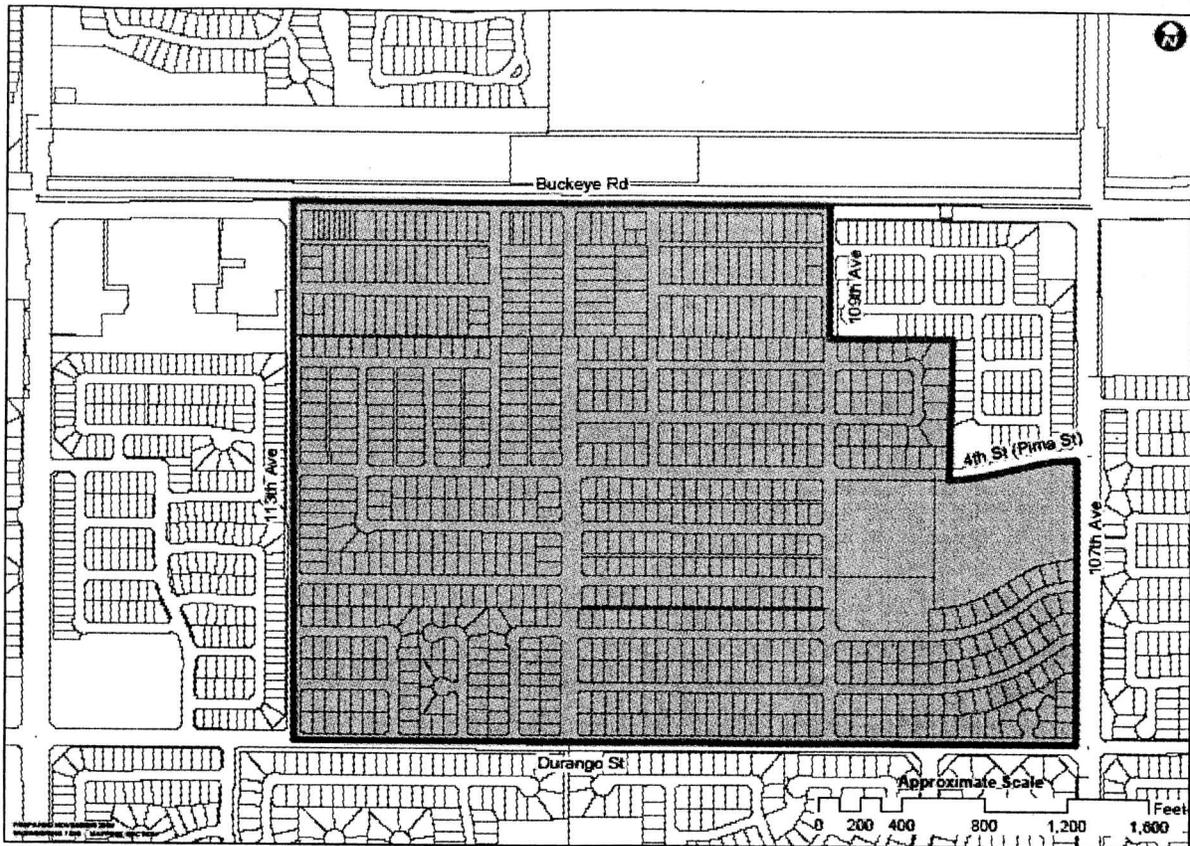
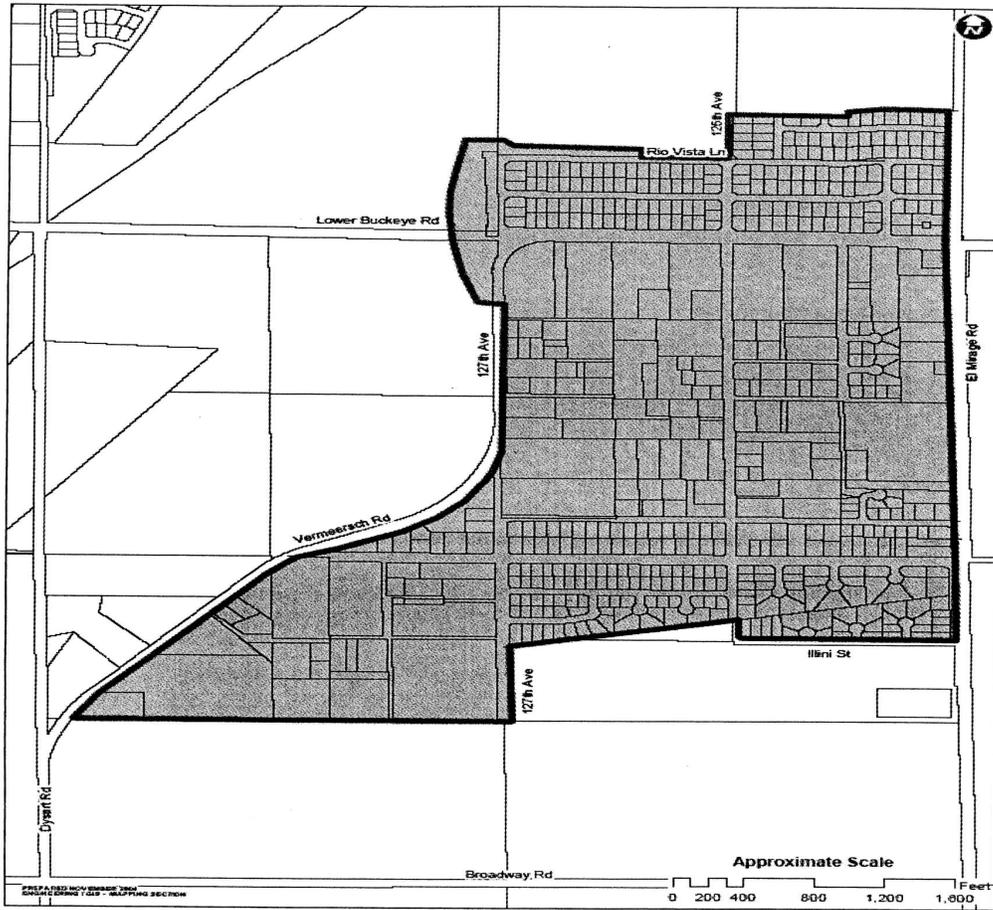


Figure Three
Residential Infill Incentive District

Figure 2



**Figure Two
Residential Infill Incentive District Two**

Figure 3

(Ord. No. 1226-1206, § 2, 12-18-06)

19-86 Incentive qualifications.

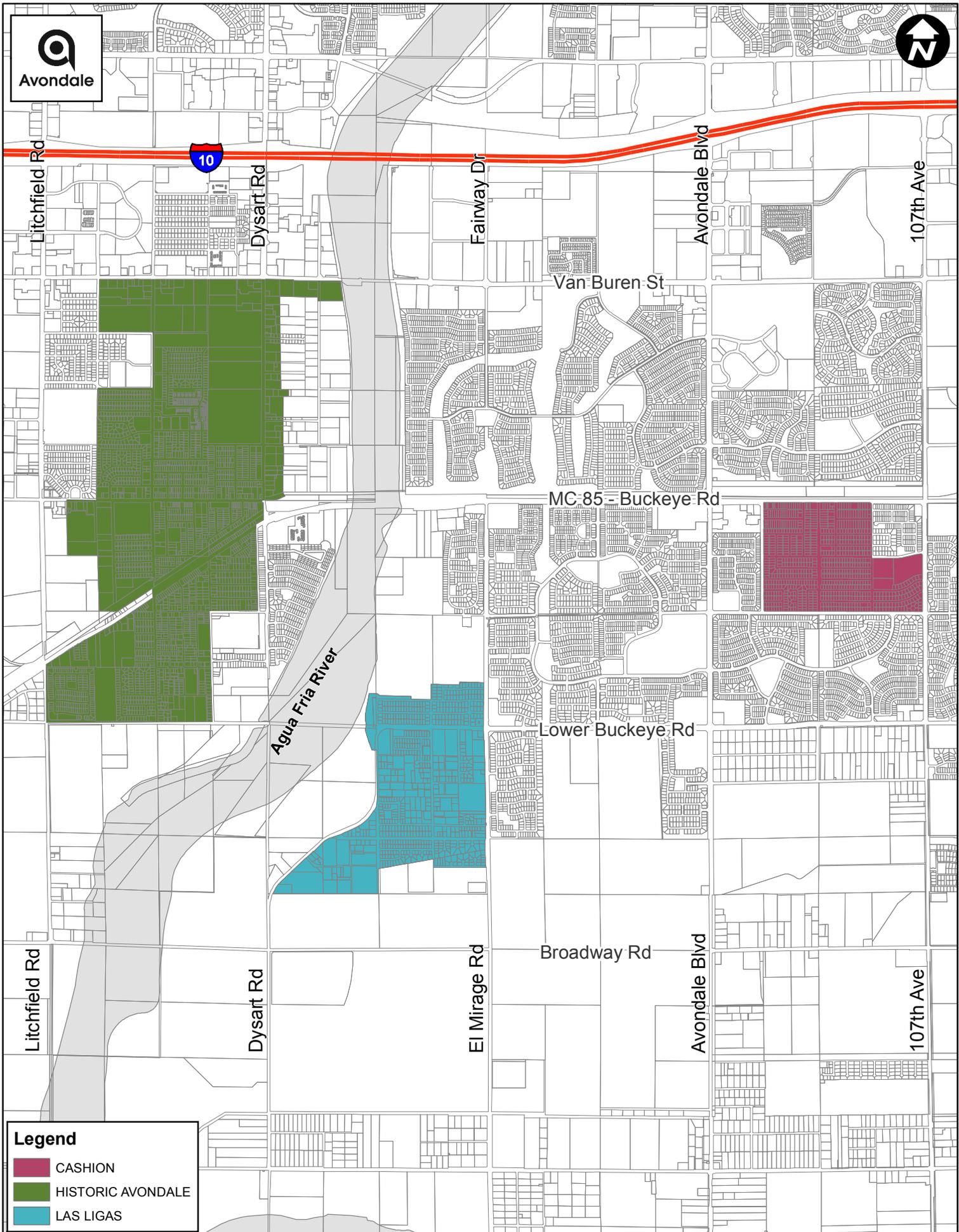
Any person wishing to build or expand on a single-family residential project within a residential infill incentive district may qualify for the incentives set forth in this article if all of the following apply:

- (a) The project is "eligible" as defined in this article.
- (b) The project area does not exceed one (1) acre.
- (c) The applicant has received all necessary approvals to proceed with its development, except for required building permits. (Ord. No. 1226-1206, § 2, 12-18-06)

19-87 Building permit and plan review fees waived.

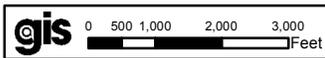
Eligible projects within the residential infill incentive districts shall receive a waiver of fifty (50) percent of the building permit and plan review fees established by the city council. (Ord. No. 1226-1206, § 2, 12-18-06)

19-88—19-100 Reserved.



Legend

- CASHION
- HISTORIC AVONDALE
- LAS LIGAS



Infill Districts



CITY COUNCIL AGENDA

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

REGULAR MEETING
October 6, 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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)**
 - a. CHRISTINA FABIAN AND VERONICA VERDUGO-LOMELI, MEMBERS OF THE HISTORIC AVONDALE MERCHANTS ASSOCIATION**

- 3 UNSCHEDULED PUBLIC APPEARANCES**

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

- 4 CONSENT AGENDA**

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

- a. APPROVAL OF MINUTES**

1. Work Session of September 8, 2014
2. Regular Meeting of September 8, 2014
3. Regular Meeting of September 15, 2014

- b. COUNCIL SUBCOMMITTEE APPOINTMENT - BOARDS, COMMISSIONS AND COMMITTEES**

City Council will consider Mayor Weise's request to confirm his appointment to the Council Subcommittee for Boards, Commissions and Committees. The Council will take appropriate action.

- c. TRANSFER OF APPROPRIATION FOR REPAIRS TO THE FIRE TRAINING BUILDING**

City Council will consider a request to transfer \$8,145 in appropriation from line item 209-5300-00-6990 (unanticipated revenue) to line item 101-6325-00-6730 in the Fire & Medical Department budget to complete repairs to the burn room within the training building at the 4th street fire training site. The Council will take appropriate action.

- d. LIQUOR LICENSE SERIES 11 (HOTEL-MOTEL) - HILTON GARDEN INN**

City Council will consider a request to approve a liquor license application for a Series 11 (Hotel-Motel), submitted by Andrea Lewkowitz on behalf of the Hilton Garden Inn located at 11460 W Hilton Way to sell all spirituous liquor. The Council will take appropriate action.

e. **LIQUOR LICENSE SERIES 11 (HOTEL-MOTEL) AND SERIES 7 (BEER AND WINE BAR) - HOMEWOOD SUITES BY HILTON**

City Council will consider a request to approve two applications submitted by Andrea Lewkowitz for a Series 11 (Hotel-Motel) and a Series 7 (Beer and Wine Bar) to be used at the Homewood Suites by Hilton located at 11450 W. Hilton Way. The Council will take appropriate action.

f. **CONTRACT AWARD - SALT RIVER EXTRACTION**

City Council will consider a request to approve a contract with Salt River Extraction to provide for the removal, transport, and disposal of non-hazardous liquid brine waste solution and arsenic sludge for an annual amount not to exceed \$110,400, with an option of four (4) one-year renewals and an aggregate amount not to exceed \$552,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

g. **RESOLUTION 3218-1014 - MEMORANDUM OF UNDERSTANDING - CITY OF PHOENIX FOR NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK**

City Council will consider a resolution authorizing the a Memorandum of Understanding with the Phoenix Police Department to schedule and use their National Integrated Ballistic Information Network (NIBIN) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 3220-1014 - COOPERATIVE PURCHASING AGREEMENT - NATIONAL PURCHASING PARTNERS**

City Council will consider a resolution approving an Cooperative Purchasing Agreement with National Purchasing Partners that will allow the city to contract with vendors under the terms of a Master Price Agreement that has been negotiated with vendors based on national sales volume projections, and authorize the Mayor or City Manager to execute the necessary documents. The is no cost associated with this agreement. The Council will take appropriate action.

i. **RESOLUTION 3221-1014 - INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT - PUBLIC PROCUREMENT AUTHORITY**

City Council will consider a resolution approving an Intergovernmental Cooperative Purchasing Agreement with Public Procurement Authority that will allow the city to contract with vendors under the terms of a Master Price Agreement that has been negotiated with vendors based on national sales volume projections, and authorize the Mayor or City Manager to execute the necessary documents. The is no cost associated with this agreement. The Council will take appropriate action.

j. **RESOLUTION 3222-1014 - DESIGNATION OF EMERGENCY MANAGEMENT AGENT**

City Council will consider a resolution designating Erin Hausauer, Emergency Management Officer, as the City's agent to execute applications with the Arizona Department of Emergency and Military Affairs and the Federal Emergency Management Agency for the purpose of obtaining financial assistance under the Disaster Relief Act. The Council will take appropriate action.

k. **ORDINANCE 1558-1014 - ACCEPTING THE DEDICATION REAL PROPERTY ON THE WEST SIDE OF DYSART ROAD NORTH OF MADISON STREET**

City Council will consider an ordinance accepting right-of-way dedication on the west side of Dysart Road north of Madison Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

I. ORDINANCE 1559-1014 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE

City Council will consider an ordinance authorizing the purchase of approximately 2.975 acres of real property generally located north of Van Buren Street and east of 127th Avenue from Coldwater Industrial Associates 3, LLC. in the amount of \$436,748.63 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. ORDINANCE 1560-1014 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE AT THE SOUTHWEST CORNER OF 119TH AVENUE AND MCDOWELL ROAD

City Council will consider an ordinance authorizing the acquisition, by dedication, purchase or condemnation, of right-of-way at the southwest corner of 119th Avenue and McDowell Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take the appropriate action.

n. ORDINANCE 1561-1014 - REPEALING ORDINANCE 1557-914 AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY BY CONDEMNATION

City Council will consider an ordinance repealing Ordinance 1557-914 and authorizing the acquisition of a portion of right-of-way at the southwest corner of 107th Avenue and Van Buren Street by condemnation and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

5 PUBLIC HEARING AND RESOLUTION 3223-1014 - AMENDMENT TO 2010-2014 CONSOLIDATED PLAN AND 2013-2014 ANNUAL ACTION PLAN

City Council will hold a public hearing and consider a Resolution amending the 2010-2014 Consolidated Plan to add demolition of unsound buildings as a strategy and amending the 2013-2014 Annual Action Plan to add the program activity demolition of unsound buildings with funding of \$34,879.50 for demolition of one structure and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

6 PROFESSIONAL SERVICES AGREEMENT - J2 ENGINEERING AND ENVIRONMENTAL DESIGN, LLC

City Council will consider a request to approve a professional services agreements with J2 Engineering and Environmental Design to develop design guidelines and planning standards for the El Rio Watercourse Implementation and Management Plan in an amount not to exceed \$200,000, authorize appropriation and cash transfers, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

7 RESOLUTION 3219-1014 - AMENDMENT TO THE AVONDALE MUNICIPAL ART COMMITTEE BYLAWS

City Council will consider a resolution approving revisions to the Bylaws of the Avondale Municipal Art committee to reduce the number of regular committee members and to add a representative from the Western Avenue/Historic Avondale district as an ex-officio member. The Council will take appropriate action.

8 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:

Council Subcommittee Appointment - Boards,
Commissions and Committees

MEETING DATE:

10/6/2014

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

City Council will consider Mayor Weise's request to confirm his appointment to the Council Subcommittee for Boards, Commissions and Committees. The Council will take appropriate action.

BACKGROUND:

Section 15.2 of the Council Rules of Procedure provide that the Mayor may appoint a Council Subcommittee for Boards, Commissions and Committees. The purpose of this Council Subcommittee is to interview applicants and make recommendation for appointment to the City's Boards, Commissions and Committees to the City Council. The Subcommittee is to be made up of three Council Members.

DISCUSSION:

Up to her resignation, the Council Subcommittee had been chaired by former Mayor Rogers. Council Members Scott and Karlin are the other two members of this subcommittee. Former Mayor Rogers' resignation has left a vacancy in this subcommittee.

Mayor Weise has indicated that as allowed by the Council Rules of Procedure, he would like to appoint himself to the position so that the subcommittee can meet in the next few weeks and make recommendations for appointment of interested residents to the City's Boards, Commissions and Committees.

RECOMMENDATION:

Staff is requesting that Council confirm Mayor Weise's appointment of himself to the Council Subcommittee for Boards, Commissions and Committees.



CITY COUNCIL AGENDA

SUBJECT:

Transfer of appropriation for repairs to the fire training building

MEETING DATE:

10/6/2014

TO: Mayor and Council

FROM: Paul Adams, Avondaale Fire and Medical Chief (623) 333-6100

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests the Mayor and City Council approve the transfer of \$8,145 in appropriation from line item 209-5300-00-6990 (unanticipated revenue) to line item 101-6325-00-6730 in the fire and medical department budget to complete repairs to the fire training building burn room.

BACKGROUND:

In 2005, the City entered into an Intergovernmental Agreement (IGA) with the City of Goodyear to operate a joint use fire training facility located on the grounds of the Municipal Operations Service Center (MOSC). The fire training building on this site has numerous uses and is specifically engineered to simulate live fire conditions. The IGA stipulates that the cost for all maintenance and repairs be shared among the participating agencies and assigns Avondale as the party responsible for facilitating repairs.

In 2010, the City entered into a Joint Use Agreement with Maricopa Community College District (MCCD) to allow fire science students from Estrella Mountain Community College's (EMCC) Fire Science Program hands-on training. This agreement also provides for contribution from EMCC for maintenance and repairs.

DISCUSSION:

The first floor burn room within the training building has averaged 50 training evolutions per year over the past 9 years. The repeated introduction of high heat training events has fatigued the fire resistant interior walls of the steel structure to a point that repairs are necessary in order to continue use. The City's procurement office has identified the appropriate vendor to complete the repairs at a total cost of \$13,986.00.

The City of Goodyear has issued a check to Avondale for \$5,145.00 and MCCD issued a check for \$3,000.00 to the City to be used towards repair of the building. These funds were deposited in the appropriate revenue account. Appropriation in the amount of \$8,145 will need to be transferred from the unanticipated revenue appropriations to line item 101-6325-00-6730 in the fire and medical department operating budget to complete the repairs.

BUDGET IMPACT:

The fire and medical department has sufficient funds in line item 101-6325-00-6730 to cover Avondale's portion of the expenditure necessary to complete the repairs.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve the transfer of \$8,145 in appropriation from line item 209-5300-00-6990 (unanticipated revenue) to line item 101-6325-00-6730 in the fire and medical department budget to complete repairs to the fire training building burn room.



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 11 (Hotel-Motel) - Hilton
Garden Inn

MEETING DATE:

10/6/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of an application for a Series 11 (Hotel-Motel) liquor license submitted by Andrea Lewkowitz on behalf of the Hilton Garden Inn located at 11460 W Hilton Way to sell all spirituous liquor.

DISCUSSION:

The City Clerk's Department received a liquor license application for a Series 11 (Hotel-Motel) license to sell all spirituous liquors at the Hilton Garden Inn located at 11460 W. Hilton Way. The location has been licensed since 2006 under a different agent.

As required by state law and city ordinance, the application was posted for the required period of time beginning September 11, 2014 and a notice was published in the West Valley View on September 26th and 30th. No comments were received.

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

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

RECOMMENDATION:

Staff is recommending approval of an application submitted by Andrea Lewkowitz on behalf of the Hilton Garden Inn located at 11460 W Hilton Way for a Series 11 (Hotel-Motel) liquor license to sell all spirituous liquors.

ATTACHMENTS:**Description**

[Application](#)

[Review by Departments](#)

[Posting Photos](#)

[Vicinity Map](#)

14 AUG 19 Lic. Dept PM 4 02

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

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

11077041

1. Type of License(s): Series #11

2. Total fees attached:

Department Use Only
\$ 250.00

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Ms. Lewkowitz Andrea Dahlman
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: MCRT2 Arizona Beverage Management, LLC B1052940
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Hilton Garden Inn B1035695
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 11460 W. Hilton Way Avondale Maricopa 85323
(Do not use PO Box Number) City County Zip
5. Business Phone: (623) 882-3351 Daytime Phone: [REDACTED] Email: [REDACTED]
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:	<u>\$100.00</u>	<u>\$100.00</u>	<u>\$50.00</u>	_____	\$ <u>250.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints	TOTAL OF ALL FEES

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

Accepted by: DW Date: 8/19/14 Lic. # 11077041

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 11073147
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

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

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

X [Signature]
(Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
 Day Month Year

**SEE ATTACHED
 ACKNOWLEDGMENT**

(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 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"/>						

) 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#

ACKNOWLEDGMENT

State of California
County of ORANGE

On AUGUST 13, 2014 before me, M. KENDRICK (NOTARY)
(insert name and title of the officer)

personally appeared DOUGLAS ELVIN HECTNE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



DESCRIPTION OF THE ATTACHED DOCUMENT

APPLICATION FOR LIQUOR
(Title or description of attached document)

LICENSE
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

14 AUG 19 11:41 AM Dept PM 4 02

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 11073147

Issue Date: 12/13/2006

Expiration Date: 3/31/2015

Hotel/Motel

Issued To:
MARY LOUISE LAMBERT, Agent
D H VENTURES LLC, Owner

Mailing Address:

Location:
HILTON GARDEN INN
11460 W HILTON WAY
AVONDALE, AZ 85323

MARY LOUISE LAMBERT
D H VENTURES LLC
HILTON GARDEN INN
11450 W HILTON WAY
AVONDALE, AZ 85323

EXP 3



POST THIS LICENSE IN A CONSPICUOUS PLACE

12015

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
- L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

- 1. Name of Corporation/L.L.C.: MCRT2 Arizona Beverage Management, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
- 2. Date Incorporated/Organized: 06/04/2014 State where Incorporated/Organized: Delaware
- 3. AZ Corporation Commission File No.: N/A Date authorized to do business in AZ: N/A
- 4. AZ L.L.C. File No: R-1930605-0 Date authorized to do business in AZ: 06/06/2014
- 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
Morse	Richard	Tyler	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
Morse	Richard	Tyler	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)

14 HHS 19 139. Dept #4-02

SECTION 9 Probate, Will Assignm. or Divorce Decree of an existing Bar o. uor Store License:

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

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

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

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

SECTION 11 Person to Person Transfer:

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

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

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- 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 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 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

(Signature of NOTARY PUBLIC)

My commission expires on: _____

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

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

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

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

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

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

1. Distance to nearest school: _____ ft. Name of school N/A - series #11
Address _____
City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church N/A - series #11
Address _____
City, State, Zip _____
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
Manager
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? \$ 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)? Hotel

14 FEB 19 4:49 PM 4 02

CONCESSION AGREEMENT

This CONCESSION AGREEMENT (this "Agreement") is made and entered into as of the 19th day of August, 2014 (the "Effective Date") by and between MCRT2 AVONDALE 1 TENANT, LLC, a Delaware limited liability company ("Tenant"), and MCRT2 ARIZONA BEVERAGE MANAGEMENT LLC, a Delaware limited liability company ("Permittee"), upon the following terms and conditions; and thus,

WHEREAS, Tenant operates the business known as the Hilton Garden Inn, located at 11460 W. Hilton Way, Avondale, Arizona (the "Hotel"); and

WHEREAS, Permittee desires to operate a business for the sale of beer, wine and spirits (collectively "Alcoholic Beverages") at the Hotel (the "Concession"); and

WHEREAS, Permittee and Tenant desire to enter into a Concession for the sale of Alcoholic Beverages giving control of all such activity to Permittee;

NOW, THEREFORE, the parties enter into this Concession Agreement defining all rights, duties and liabilities of the parties hereto as follows:

1. GRANT

1.1 Grant of Concession. In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant does hereby grant to Permittee, and Permittee does hereby accept from Tenant, those certain rights and privileges giving rise to the Concession, to allow Permittee to dispense and sell Alcoholic Beverages for on- and off-premises sales at the Hotel.

1.2 Renouncement of Other Interests. Permittee renounces, disclaims and denies any right, title or interest in and to the improvements, machinery, equipment and fixtures situated in the Hotel and acknowledges that said improvements, machinery, equipment and fixtures are and shall remain the sole and exclusive property of Tenant.

1.3 Compliance with Law. Permittee shall conduct the Concession in compliance with all applicable federal, state and local laws relating to the sale and service of Alcoholic Beverages, including but not limited to the Arizona Liquor Code (the "Code") and the rules of the Arizona Department of Liquor Licenses & Control.

1.4 Non-Interference. Permittee shall not interfere with Tenant's or Tenant's representatives operations of the Hotel or non-alcoholic beverage service.

2. TERM AND TERMINATION

14 AUG 19 11:49 AM, Dept PM 4 02

2.1 Term. The term of this Agreement shall commence upon the Effective Date and will continue from year to year unless terminated as herein provided.

2.2 Termination.

(a) Tenant or Permittee may terminate this Agreement upon thirty (30) days prior written notice to the other party.

(b) In the event either party breaches this Agreement, the non-defaulting party may terminate this Agreement by giving fifteen (15) days written notice to the defaulting party. If the default is not remedied prior to the proposed termination date or the breaching party fails to make reasonable efforts to remedy such default, this Agreement shall terminate according to the terms of the notice of default. Notwithstanding the foregoing, if the defaulting party shall have commenced reasonable efforts to remedy such default and such remedy shall not have been completed prior to the end of the 15-day notice period, such party shall have an additional fifteen (15) days to complete such remedy.

(c) Notwithstanding the foregoing, if any person or entity other than Permittee should acquire any rights to the Concession by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Tenant may at its option, without notice to Permittee, terminate this Agreement.

3. CONCESSION FEE

In consideration of the Concession, the Permittee agrees to pay to the Tenant a fee equal to Fifty percent (50%) of gross revenues generated by the Permittee as a result of its operations at the Hotel.

4. USE OF THE HOTEL

During the term hereof, the Hotel may be used by Permittee to maintain, operate and conduct the sale and service of Alcoholic Beverages. Permittee shall have exclusive and total control of the sale, service and storage of Alcoholic Beverages at the Hotel, and the non-exclusive right to occupy the areas of the Hotel designated by Tenant for such purposes. Permittee shall take all actions necessary to acquire and thereafter maintain all licenses and permits necessary to sell Alcohol Beverages at the Hotel in compliance with all applicable laws.

5. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Permittee shall not make any alterations, additions or improvements on or to the Hotel without first obtaining the written consent of Tenant. All alterations, additions, and improvements shall be at the sole expense of Permittee; shall become the property of Tenant and shall remain on the Hotel as a part thereof at the termination of this Agreement. Nothing contained herein shall prevent Permittee from removing all inventory, machinery, equipment and movable fixtures owned by Permittee and customarily used in the business of Permittee.

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6. PROTECTION OF TENANT

6.1 Indemnity. Permittee shall hold Tenant harmless and indemnify and defend Tenant, its partners and their respective officers, directors, managers, employees, representatives, agents and equity owners (collectively, the "indemnified parties") from and against any and all claims, including claims of any employees for any personal injuries that would otherwise be compensable under the Arizona worker's compensation statutes, demands, causes of action, fines, penalties, losses and liabilities of whatever kind which arise out of or relate to the sale or service of alcoholic beverages at the hotel or which otherwise arise under this Agreement and/or the negligence, in whole or in part, of any indemnified party. The obligations of permittee under this subsection 6.1 are expressly agreed to survive the termination of this Agreement.

6.2 Seller/Server Supervision. Subject to such terms and conditions as Tenant may require, Permittee shall supervise Tenant's employees for all Alcoholic Beverage sales/service at the Hotel. Permittee shall register an individual qualified to serve as the licensed premises manager under the Code.

6.3 Insurance. During the term of this Agreement, Permittee shall obtain and maintain liability insurance (naming Tenant as an additional insured) which includes coverage against liability arising out of the Alcoholic Beverage operations conducted at the Hotel (including "dram-shop liability") in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate (such policy shall cover all claims arising during the term of the Concession, regardless of when such claims are made or brought); provided, however, that Permittee's obligation to maintain such insurance is subject to the availability of such insurance in the marketplace.

7. MISCELLANEOUS

7.1 Notices. All notices, requests, demands, and other communications hereunder, and each other agreement required to be entered into pursuant to the terms and conditions of this Agreement, shall be in writing and shall be deemed to have been duly given when actually received, or when mailed, first class postage prepaid, certified mail, return receipt requested, to the parties at the addresses set forth below, or to such other address as may be designated hereafter by prior written notice from the recipient to the sender:

If to Tenant: MCRT2 Avondale 1 Tenant LLC
Attn: Tyler Morse



If to Permittee: MCRT2 Arizona Beverage Management LLC
Attn: Tyler Morse, Manager
152 W 57th St., 46th Floor
New York, NY 10019

14 FEB 19 11:49 AM '04

7.2 Amendment. No amendment or modification to this Agreement shall be made without the written agreement of all of the parties to this Agreement.

7.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect their meaning or interpretation.

7.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns. Notwithstanding anything to the contrary set forth in this Agreement, the parties hereto shall have no right to transfer or assign any of their rights or obligations under this Agreement voluntarily, by operation of law or otherwise, without the prior written consent of the other party.

7.6 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings, written and oral, relating to the subject matter thereof.

7.7 Governing Law. This Agreement is performable in Avondale, Arizona and shall be construed and enforced in accordance with the laws of the State of Arizona.

Signatures on next page

14 AUG 19 11:47 AM '04

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

TENANT: MCRT2 AVONDALE 1 TENANT, LLC,
a Delaware limited liability company

By: R. Tyler Morse
R. Tyler Morse, Authorized Representative

PERMITTEE: MCRT2 ARIZONA BEVERAGE MANAGEMENT LLC,
a Delaware limited liability company

By: R. Tyler Morse
R. Tyler Morse, Managing Member

14 JUN 19 11:47 AM '14

SECTION 13 - continued

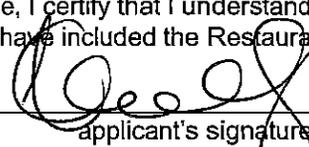
- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 11073147 (exactly as it appears on license) Name Mary Louise Lambert

SECTION 14 Restaurant or hotel/motel license applicants:

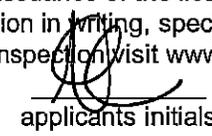
- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

Lambert Mary Louise and license #: 11073147
Last First Middle

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


 applicant's signature

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


 applicants initials

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

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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


 applicants initials

SECTION 15 Diagram of Premises

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

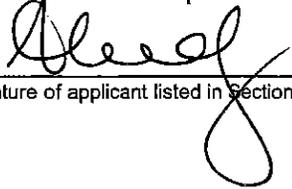
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

Diagram attached

14 AUG 19 11:47 AM '14

SECTION 16 Signature Block

I, Andrea Dahlman Lewkowitz, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

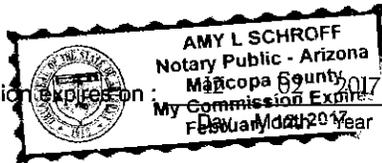
X 
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

18 of August, 2014
Day Month Year

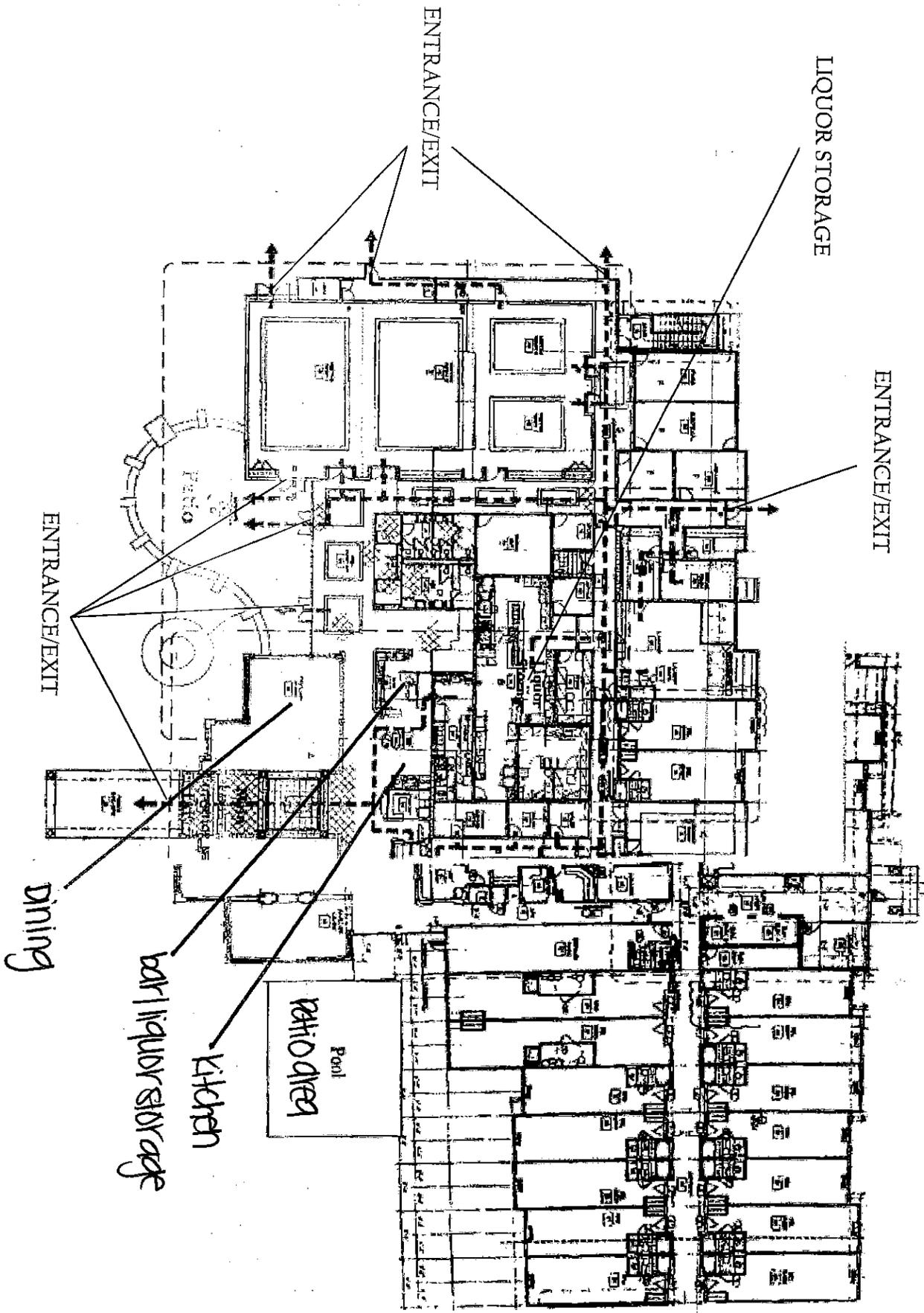

signature of NOTARY PUBLIC



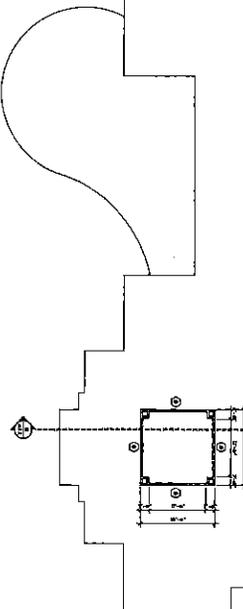
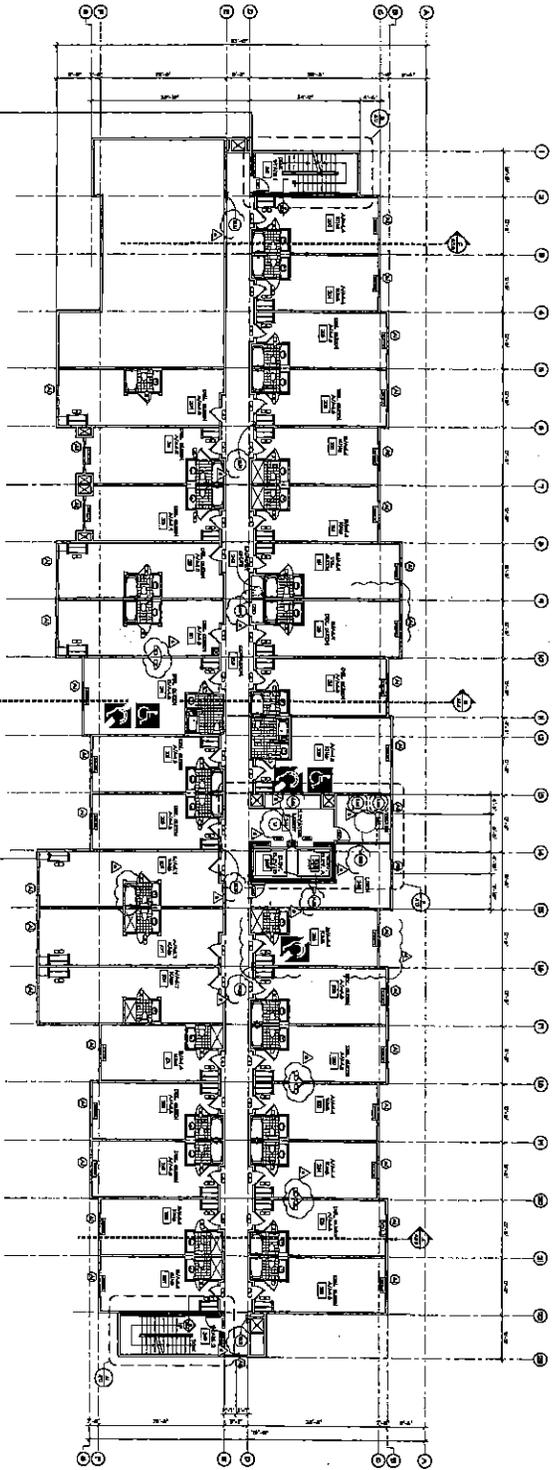
My commission expires on:

HILTON GARDEN INN
11460 W. HILTON WAY
AVONDALE, AZ 85323
78000 SF

14 AUG 19 Upr. Dept PM 4 04



14 AUG 19 11 AM Dept PM 4 04



SECOND FLOOR PLAN
SCALE 3/8" = 1'-0"

KEYNOTES

- 1. ALL GENERAL DADA
- 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED
- 3. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED
- 4. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
- 5. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
- 6. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
- 7. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
- 8. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
- 9. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
- 10. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

LEGEND

- 1. ROOM NUMBER
- 2. ROOM NAME
- 3. ROOM TYPE
- 4. ROOM AREA
- 5. ROOM VOLUME
- 6. ROOM PERIMETER
- 7. ROOM CENTERLINE
- 8. ROOM CENTERLINE
- 9. ROOM CENTERLINE
- 10. ROOM CENTERLINE

NOTE

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED

2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED

3. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

4. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

5. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

6. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

7. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

8. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

9. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED

10. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED



PK ARCHITECTS
ARCHITECTS
PK ARCHITECTS, PC
1001 N. 4TH STREET, SUITE 100
PHOENIX, ARIZONA 85004
TEL: (602) 254-1111
FAX: (602) 254-1112

Hilton Garden Inn
123 GUEST ROOM
HILTON
GARDEN INN
AVONDALE, ARIZONA

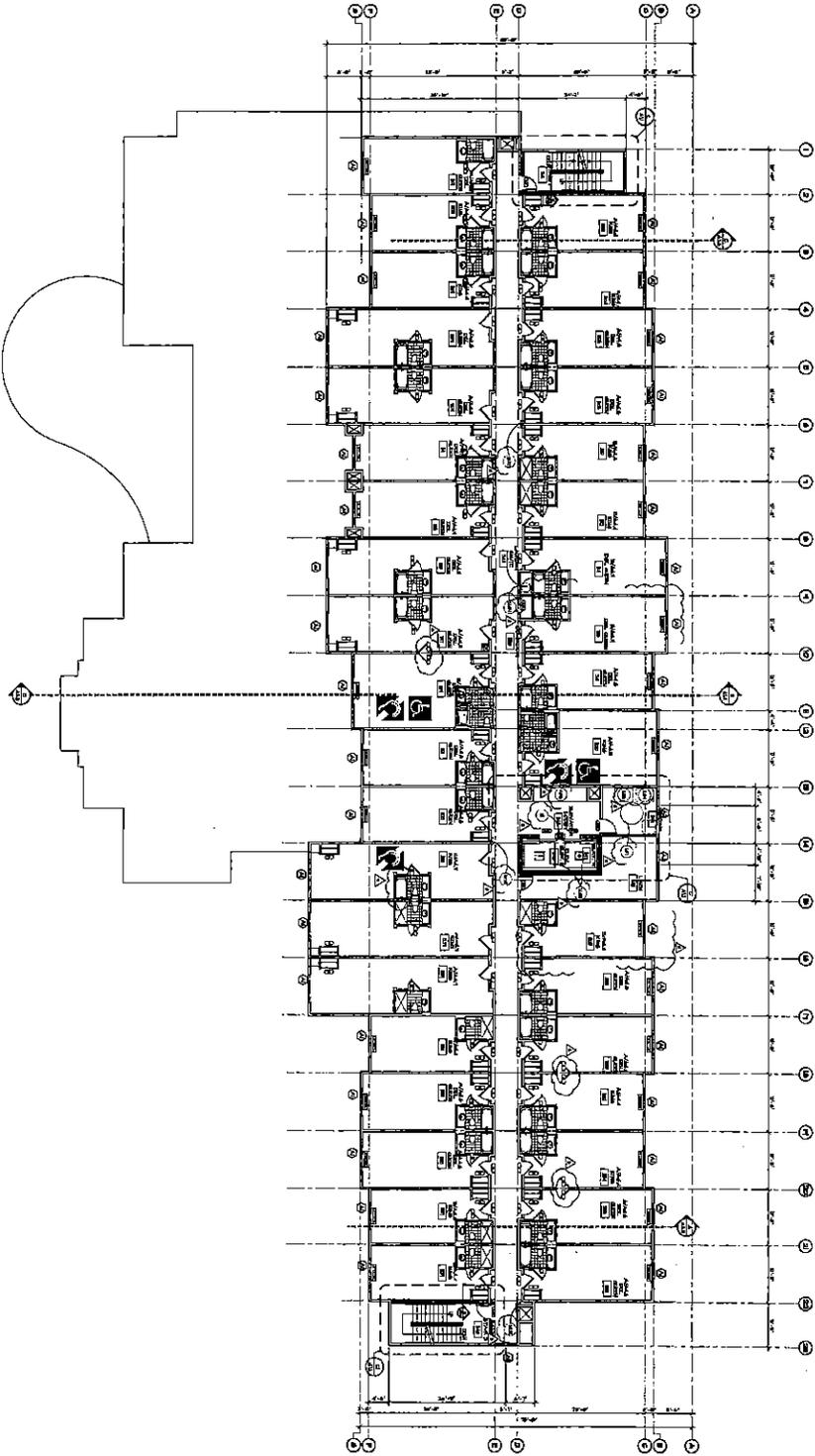
AVONDALE, ARIZONA

NO.	DATE	DESCRIPTION
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2	12/10/06	ISSUED FOR PERMITTING
3	12/10/06	ISSUED FOR PERMITTING
4	12/10/06	ISSUED FOR PERMITTING
5	12/10/06	ISSUED FOR PERMITTING
6	12/10/06	ISSUED FOR PERMITTING
7	12/10/06	ISSUED FOR PERMITTING
8	12/10/06	ISSUED FOR PERMITTING
9	12/10/06	ISSUED FOR PERMITTING
10	12/10/06	ISSUED FOR PERMITTING

SECOND FLOOR PLAN

A2.2

14 AUG 19 11:47 AM Dept PM 4 04



THIRD FLOOR PLAN

KEYNOTES

- 1. GENERAL NOTE: ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
- 2. ALL WORK SHALL BE COMPLETED BY THE CONTRACTOR.
- 3. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
- 4. ALL WORK SHALL BE COMPLETED BY THE CONTRACTOR.
- 5. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.

LEGEND

- 1. ROOM NO.
- 2. WALL
- 3. DOOR
- 4. WINDOW
- 5. FURNITURE
- 6. EQUIPMENT
- 7. ELECTRICAL
- 8. MECHANICAL
- 9. PLUMBING
- 10. FIRE
- 11. SAFETY
- 12. SIGNAGE
- 13. ACCESS
- 14. ELEVATOR
- 15. STAIR
- 16. ESCAPE
- 17. EXIT
- 18. ENTRANCE
- 19. RECEPTION
- 20. OFFICE
- 21. CONFERENCE
- 22. MEETING
- 23. BREAK
- 24. STORAGE
- 25. JANETRY
- 26. RESTROOM
- 27. TELEPHONE
- 28. COMPUTER
- 29. SERVER
- 30. NETWORK
- 31. SECURITY
- 32. ACCESS CONTROL
- 33. VIDEO
- 34. AUDIO
- 35. LIGHTING
- 36. HVAC
- 37. FIRE ALARM
- 38. SMOKE
- 39. GAS
- 40. WATER
- 41. SEWER
- 42. RAIN
- 43. SLOPE
- 44. FINISH
- 45. MATERIAL
- 46. COLOR
- 47. TEXTURE
- 48. PATTERN
- 49. SCALE
- 50. DIMENSION
- 51. AREA
- 52. VOLUME
- 53. WEIGHT
- 54. LENGTH
- 55. WIDTH
- 56. HEIGHT
- 57. DEPTH
- 58. DIAMETER
- 59. RADIUS
- 60. ANGLE
- 61. CURVATURE
- 62. SLOPE
- 63. ELEVATION
- 64. DEPRESSION
- 65. PROJECTION
- 66. RECESSED
- 67. CONVEX
- 68. CONCAVE
- 69. FLAT
- 70. CURVED
- 71. STRAIGHT
- 72. BENT
- 73. TYPED
- 74. PRINTED
- 75. WRITTEN
- 76. DRAWN
- 77. CHECKED
- 78. APPROVED
- 79. REVISION
- 80. CHANGE
- 81. CORRECTION
- 82. AMENDMENT
- 83. MODIFICATION
- 84. ADJUSTMENT
- 85. ALTERATION
- 86. IMPROVEMENT
- 87. ENHANCEMENT
- 88. UPGRADE
- 89. REPAIR
- 90. MAINTENANCE
- 91. RESTORATION
- 92. PRESERVATION
- 93. PROTECTION
- 94. SECURITY
- 95. DEFENSE
- 96. SURVIVAL
- 97. ESCAPE
- 98. EGRESS
- 99. EXIT
- 100. ENTRANCE

NOTE

1. ALL WORK SHALL BE COMPLETED BY THE CONTRACTOR.

2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.

3. ALL WORK SHALL BE COMPLETED BY THE CONTRACTOR.

4. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.



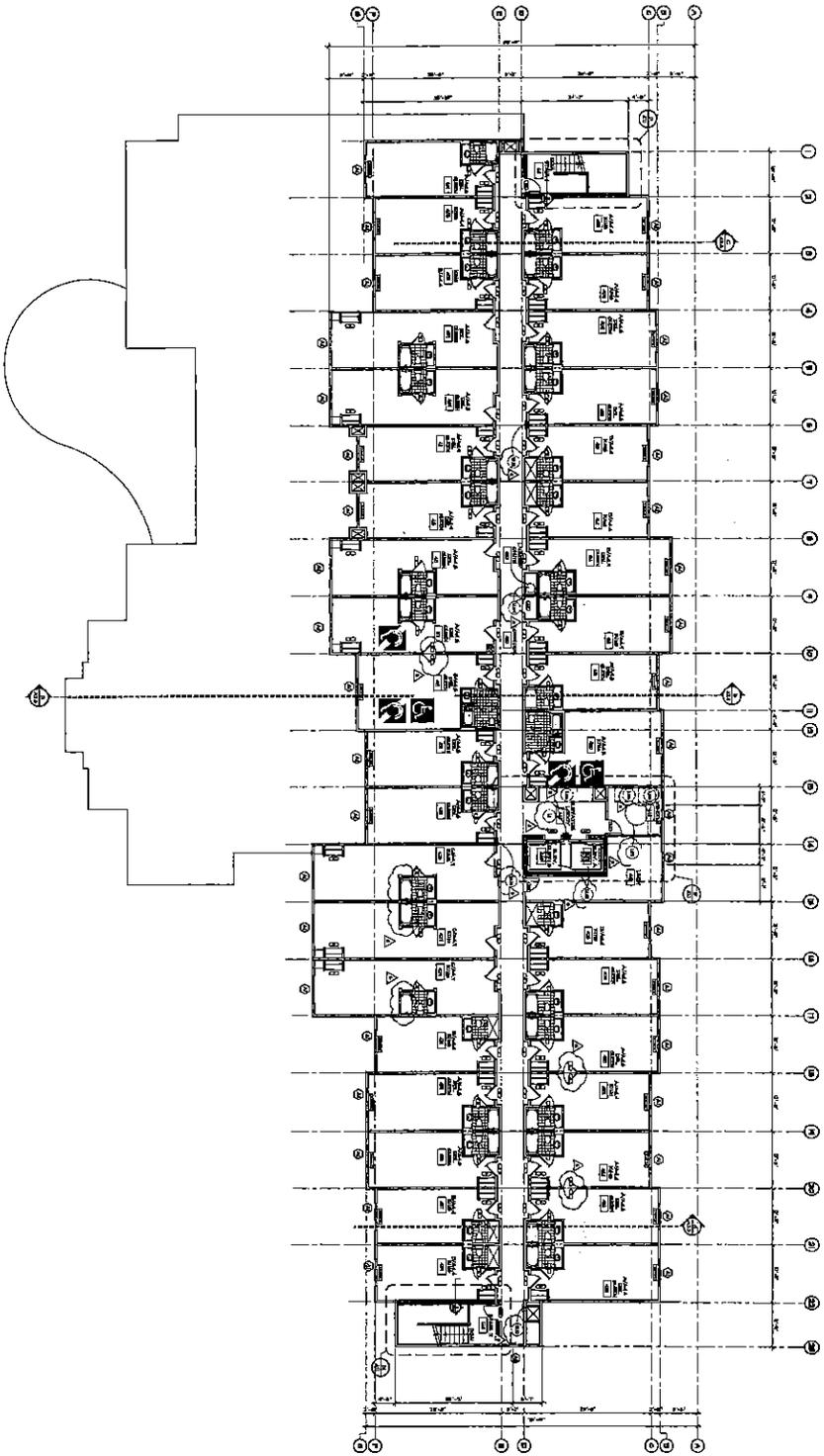
PK ARCHITECTS
 PK ARCHITECTS PC
 1234 N. 10TH AVENUE, SUITE 200
 DENVER, CO 80202
 PHONE: (303) 555-1234
 FAX: (303) 555-5678
 WWW: WWW.PKARCHITECTS.COM

Millennium Hilton Garden Inn
 123 GUEST
 HILTON
 GARDEN INN
 AVONDALE,
 ARIZONA

REVISIONS

NO.	DATE	DESCRIPTION
1	4/27/06	ISSUED FOR PERMIT
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201	8/30/14	REVISIONS TO PERMIT
202	9/15/14	REVISIONS TO PERMIT
203	9/30/14	REVISIONS TO PERMIT
204	10/15/14	REVISIONS TO PERMIT
205	10/30/14	REVISIONS TO PERMIT
206	11/15/14	REVISIONS TO PERMIT
207	11/30/14	REVISIONS TO PERMIT
208	12/15/14	REVISIONS TO PERMIT
209	12/30/14	REVISIONS TO PERMIT
210	1/15/15	REVISIONS TO PERMIT
211	1/30/15	REVISIONS TO PERMIT
212	2/15/15	REVISIONS TO PERMIT
213	2/28/15	REVISIONS TO PERMIT
214	3/15/15	REVISIONS TO PERMIT
215	3/30/15	REVISIONS TO PERMIT
216	4/15/15	REVISIONS TO PERMIT
217	4/30/15	REVISIONS TO PERMIT
218	5/15/15	REVISIONS TO PERMIT
219	5/30/15	REVISIONS TO PERMIT
220	6/15/15	REVISIONS TO PERMIT
221	6/30/15	REVISIONS TO PERMIT
222	7/15/15	REVISIONS TO PERMIT
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233	12/30/15	REVISIONS TO PERMIT
234	1/15/16	REVISIONS TO PERMIT
235	1/30/16	REVISIONS TO PERMIT
236	2/15/16	REVISIONS TO PERMIT
237	2/28/16	REVISIONS TO PERMIT
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249	8/30/16	REVISIONS TO PERMIT
250	9/15/16	REVISIONS TO PERMIT
251	9/30/16	REVISIONS TO PERMIT
252	10/15/16	REVISIONS TO PERMIT
25		

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FOURTH FLOOR PLAN

KEYNOTES

- 1. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.
- 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS SHOWN ON THESE PLANS.
- 3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
- 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUFACTURER'S INSTRUCTIONS.
- 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE.
- 6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE.
- 7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODE.
- 8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
- 9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) CODES.
- 10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS (NSPE) CODES.
- 11. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF ARCHITECTS (NSA) CODES.
- 12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF INTERIOR DESIGNERS (NSID) CODES.
- 13. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF LANDSCAPE ARCHITECTS (NSLA) CODES.
- 14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL DESIGNERS (NSPD) CODES.
- 15. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS AND ARCHITECTS (NSPEA) CODES.
- 16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS AND ARCHITECTS AND INTERIOR DESIGNERS (NSPEAID) CODES.
- 17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS AND ARCHITECTS AND INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS (NSPEAIDL) CODES.
- 18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS AND ARCHITECTS AND INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS AND DESIGNERS (NSPEAIDLAD) CODES.
- 19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS AND ARCHITECTS AND INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS AND DESIGNERS AND ARTISTS (NSPEAIDLADART) CODES.
- 20. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS AND ARCHITECTS AND INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS AND DESIGNERS AND ARTISTS AND WRITERS (NSPEAIDLADARTWR) CODES.

NOTE: THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

	<p>OK ARCHITECTS ARCHITECTS 12345 AVENUE SUITE 100 PHOENIX, ARIZONA 85001 TEL: (602) 555-1234 FAX: (602) 555-4321</p>	<p>Hilton Garden Inn 123 GUEST ROOM HILTON GARDEN INN GARDEN INN AVONDALE, ARIZONA</p>	<p>DATE: 4/27/06 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>	<p>FOURTH FLOOR PLAN</p>	<p>A2.4</p>
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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

LICENSE # 11077041

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

Grill	"See Attached"
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

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2. Print the name of your restaurant: Hilton Garden Inn

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 [40]
- b. Bar area of your premises [+ 0]
- c. Total area of your premises [40]

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 2 % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 5 %

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

Equipment List

Hilton Garden Inn - Avondale

Equipment	Brand/Model
Blender Station w/ Sink	Perlick Corp. No. TS18BLW - 18"-5/8"
Work board	Perlick No. SC18
Work Board Ice Bin Cocktail Station	Perlick Corp. No TS30IC8 30" - 18-5/8"
Hand Sink	Perlick Corp. No. TS12HSN - 12" - 18-5/8" Front to Back w/ 6" Stainless Backsplash
Cooler	Perlick No. CS60SS
Walk-in Cooler/Freezer Combo	Custom Model 9'x9'x8' Walk in freezer 10'x17'x8' Walk in cooler
Conveyor Toaster	Hatco No. TRH-50
Drop-in Hot Food Well Unit	Randell Model No. 95604-208DMZ
Drop-in Food Warmer	Wells Model No. SS-10D
Drop-in Cold Pan Food Unit	Randell Model No.9957SCA
Waffle Baker	Wells No. BDB-1S
Freezer	True Food Equipment No. GDM-23F
Refrigerator	True Food Equipment No. GDM-49
Fryer 35-40LB	Pitco Frialator Model No. 40S
Work Table	24" long Advance Tabco No. Flag-302-2X
Charbroiler	Gas - 24" Wide Southbend No.HDC-24
Range Gas Burner	Southbend Model No. 460DD-2TL
Reach-in Fridge	True Food Service No. T-49-4
Work Top Freezer Counter	True Food Service No. TWY-27F
Microwave Oven	Amana Commercial Products No. RCS10DA
Shelf Microwave	Advance Tabco No. MS-18-24-X
Ice Maker	Mantowoc Model No. QF-0806A
Food Slicer	Globe Model No. GC12 8-3/4"Hx10"W
Food Processor	Robot Coupe No. R2 Dice Ultra
Heated Cabinet	Crescor Model no. H-137-US-12C
Reach-in Freezer	True Food Service No. T-23F
Gas Range Heavy Duty (x2)	36" Southbend Model No. P36D-TT (4 open burners
Steamer, Convection Countertop	Southbend No. STRG-3 (3) 12"x20"x2-12" pan capacity
Convection Oven (Gas)	Southbend No. SLGB/22SG
3 Compartment Sink	Custom Model no. 3

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

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.

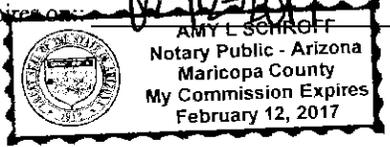
Executive Chef - 1
Assistant Chef - 2
Server - 20
Bussers - 10
Hostesses - 3

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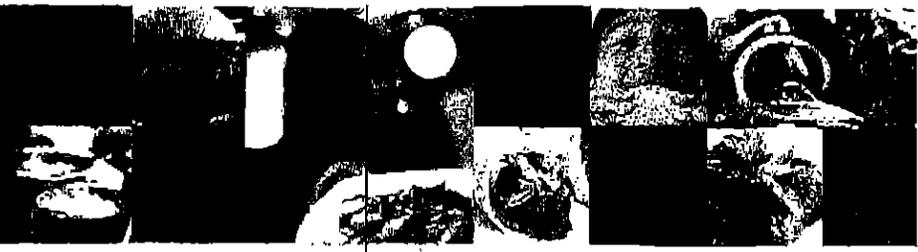
I, Andrea Daniman LENKOWITZ, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.

X [Signature]
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
18 day of August, 2014.
Day of Month Month Year

My commission expires on: 02-12-2017


[Signature]
(Signature of NOTARY PUBLIC)



APPETIZERS

UNTRADITIONAL SHRIMP COCKTAIL* 10

Chilled gulf shrimp, avocado, tomatoes, cilantro and fresh lime layered together with piquant cocktail sauce

✧ GRANDE GARDEN QUESADILLA 8

Fire-grilled veggies, avocado, cilantro, jalapeños and melted cheese served with chipotle sour cream and salsa

PAN-FRIED DUMPLINGS* 7

Crispy potstickers stuffed with minced pork, pan-seared then steamed served with a sweet chili sauce

SZECHUAN ORANGE PEEL SHRIMP MARTINI* 10

Crispy panko shrimp, shaken up with a creamy Szechuan orange peel sauce, served straight up martini style

WINGS OF THE WORLD* 9

Chicken wings tossed and sauced. Choose Traditional Buffalo with Garden Ranch or Kentucky Bourbon Barrel

ACCOMPANIMENTS

RICE/MULTIGRAIN RICE BLENDS* 6

A distinctive blend of premium gourmet rice, wild grains, legumes and lentils simmered in stock

GARDEN BAKED MAC AND CHEESE* 6

Pasta slow-baked with a blend of four cheeses, crumbled bacon and garlic - herb crumb topping

BACON 'N BRIE MASHED POTATOES* 6

Fully loaded redskin potatoes with crumbled bacon, Brie, green onions and sour cream

CHIPS 5

Hearty, thick-cut russet potatoes, kettle fried with a touch of sea salt

SOUPS & SALADS

BACON AND POTATO SOUP 5

A rich cream soup with hearty pieces of potatoes, carrots, celery, bits of bacon and green bell peppers

TOMATO BASIL BISQUE 5

A satiny bisque of pureed ripe red tomatoes, chicken stock, heavy cream and aromatic sweet basil

FIESTA GARDEN COBB SALAD* 12

Mixed greens, grilled chicken, avocado, applewood bacon, onion, tomato, egg and cheddar jack cheese

STEAK FRITES SALAD* 14

Romaine, char-grilled steak, crisp-fried potatoes, roasted mushrooms, onion, bleu cheese, lemon-Dijon vinaigrette

HARVEST CHICKEN SALAD* 12

Greens, chicken, apples, bleu cheese, cucumbers, red onions, tomatoes, almonds, and dried cranberries

✧ TOSSED GREEN SALAD* 6

Spring greens, cucumbers, cherry tomatoes, red onions, orange slices, peppers, olives and toasted almonds

FLATBREADS

BAJA BBQ CHICKEN* 10

Chicken, applewood bacon, cheese, onion, BBQ sauce, tortilla strips, avocado, cilantro and chipotle-ranch

GRILLED STEAK FORESTIÈRE* 12

Thinly-sliced steak, bleu cheese, caramelized onions, arugula, roasted mushrooms and shaved Parmesan

KIDS MENU

CHICKEN TENDERS* 4

✧ KRAFT® MACARONI & CHEESE 4

✧ GRILLED CHEESE DIPPERS AND TOMATO SOUP 4

✧ PEANUT BUTTER AND JELLY* 4

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BURGERS & SANDWICHES

Served with choice of side.

BLACK 'N BLEU BURGER* 11

Cajun spice-dusted burger, bleu cheese, crispy-fried onions, tomato and arugula on rustic ciabatta

BAJA BLT* 9

Applewood bacon, cheddar, avocado, romaine, roasted peppers, tomato chili-lime mayo on sunflower toast

CALYPSO CHICKEN CLUB* 10

Honey-citrus chicken, pepper jack, applewood bacon, avocado, romaine, tomato, onion, cilantro, citrus mayo

CHIPOTLE STEAK WRAP* 11

Flank steak, pepper jack, grilled peppers and onions, avocado, cilantro, lettuce, tomato and chipotle sauce



CLASSIC MOBLEY BURGER* 10

Conrad Hilton's Steakhouse Burger, char-broiled with melted cheddar on a rustic roll

DESSERTS

CARAMEL APPLE GRANNY PIE 6

Granny Smith apples, buttery caramel and toffee slow baked in a shortbread crust

CLASSIC KEY LIME PIE 6

Tart and refreshing Florida Key Lime custard, silky whipped cream in a traditional graham cracker crust

SIGNATURE ROCKSLIDE BROWNIE* 6

Chocolate chunk brownie with pecans, caramel drizzle, vanilla ice cream and chocolate sauce

NY STYLE CHEESECAKE 6

Smooth, rich and creamy, made with fresh sour cream and drenched with house-made berry compote

ENTRÉES

Served with choice of two sides. Pasta served with tossed green salad.

BOURBON APPLE PORK TENDERLOIN* 18

Cider-and apple-brined pork tenderloin char-grilled and basted with a bourbon-brown sugar glaze

PAN ASIAN RIBS* 19

Slow-cooked fall-off-the-bone ribs with a sweet-and-tangy honey-citrus pepper glaze

NY STRIP* 21

Char-broiled USDA Choice center-cut strip loin finished with roasted garlic and herb butter

HERB ROASTED HALF CHICKEN* 15

Oven roasted chicken with lemon and fresh herbs then drizzled with a honey-citrus pepper sauce

FISH AND CHIPS* 15

Beer-battered cod and kettle chips served with hand-crafted malt vinegar tartar sauce (Side items not included)

CRISPY SALMON* 19

Pan-seared and lacquered salmon with a sweet sesame sauce layered atop a bed of sauteed bok choy

GRILLED VEGETABLE TORTELLINI 14

Tricolor cheese tortellini tossed with fire-grilled vegetables and a white wine pesto sauce

BEVERAGES

COCA-COLA BRAND PRODUCTS

AMERICAN, CRAFT AND IMPORT BEERS

WORLD CLASS WHITE AND RED WINES (by the glass or by the bottle)

COCKTAIL FAVORITES MADE WITH PREMIUM SPIRITS



WELCOME TO THE

garden

Pan Fried Dumplings..... \$7
Pot stickers stuffed with minced pork and authentic Asian spices, steamed and pan seared. Served with sweet chili sauce.

General Tso's Crispy Shrimp Martini..... \$8
Crispy fried shrimp tossed in General Tso's glaze. Presented in a martini glass and garnished with shredded nappa cabbage slaw and mandarin oranges

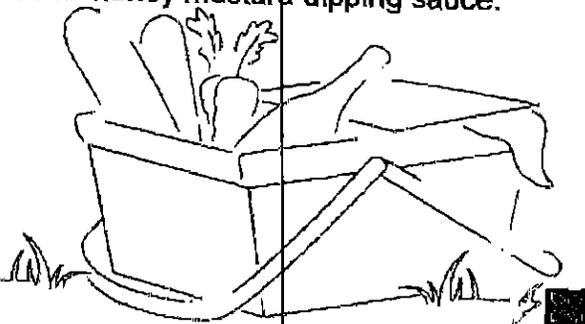
Great Sticks of Fire..... \$5
Breaded fiery sticks of pepper Jack cheese. Deep fried till golden brown and the cheese is creamy and stringy. Served with sweet chipotle sauce and garden ranch dressing.

Spinach and Black Bean Dip..... \$7
Fresh spinach and black beans in a creamy mixture of sour cream, cream cheese, red peppers, onions, garlic and shredded Jack and Cheddar cheeses. Served with pita chips and grill naan.

Fire Roasted Corn Guacamole..... \$6
Fire roasted corn, avocados, onion, jalapeno peppers, tomato, cilantro and seasoned just right. Served with house made salsa and tortilla chips.

Cheese and Meat Plate..... \$8
Assorted domestic cheeses, pepperoni and Cappacolla ham. Garnished with grilled vegetables and crackers. Served with honey mustard dipping sauce.

HAVE A SNACK...



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WELCOME TO THE

garden

Wines:

	Glass	Bottle
Sutter Home, White Zinfandel, CA.....	6	22
Chateau St. Michelle, Riesling, WA.....	7	23
Little Black Dress, Pinot Grigio, CA.....	8	30
Trinity Oaks, Pinot Grigio, CA.....	9	32
Cupcake Moscato, CA.....	8	32
Murphy Goode, Sauvignon Blanc, CA.....	9	29
Robert Mondavi Woodbridge Chardonnay, CA.....	7	24
Trinity Oaks, Chardonnay, CA.....	8	32
Kendall Jackson, Chardonnay, CA.....	9	34
Sea Glass Pinot Noir.....	8	30
Da Vinci, Chianti, Italy.....	8	30
Robert Mondavi Woodbridge, Merlot, CA.....	7	24
Trinity Oaks, Merlot, CA.....	8	30
Kendall Jackson, Merlot, CA.....	9	30
Robert Mondavi Woodbridge Cabernet, CA.....	7	24
Trinity Oaks, Cabernet, CA.....	8	32
Kendall Jackson, Cabernet, CA.....	8	34
Menage a Trois, Red Blend, CA.....	9	30

Domestic Beers: 4

BudLight, Budweiser, Coors Lite, Miller Lite, Michelob Ultra

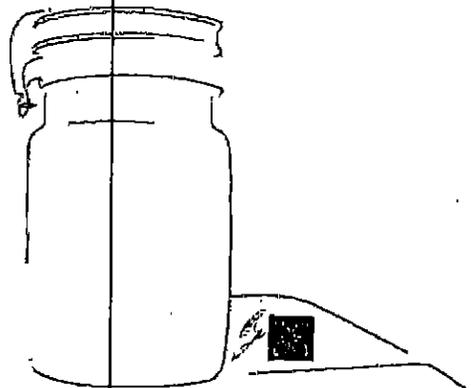
Imported Beers: 5

Heineken, Modelo, Corona, Guinness

Specialty Beers: 5

Fat Tire, Killflifer, Sierra Nevada

ENJOY A DRINK...



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State of Arizona
Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, Arizona 85007-2934
www.azliquor.gov
(602)542-5141

RECORDS REQUIRED FOR AUDIT

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

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

In the event that your business is audited by the Department of Liquor, you will be asked to provide documentation of compliance with A.R.S. §4-205.02(H). Other documents that may be required for audit include and are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors.
3. The restaurant menu reflecting prices during the audit period.
4. A price list for alcoholic beverages on menu during the audit period.
5. Mark-up figures on food and alcoholic products during the audit period.
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor.
8. Chart of accounts (copy).
9. Financial Statements (Income Statements, Balance Sheets, etc).
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily Sales Reports (to include the name of wait staff, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign-in and -out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages
13. Off-Site Catering records (must be complete and separate from restaurant records)
 - A. All documents which support the income derived from the sale of food to be consumed off of the licensed premises
 - B. All documents which support purchases made for food to be consumed off of the licensed premises
 - C. All coupons/specials/discounts

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

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

14 AUG 19 11:49 AM Dept PM 4 05

I, Andrea Dahlman Lewkowicz have read and fully understand all aspects of this statement.

Print Full Name (first, middle, last)

[Handwritten Signature]

Signature of Licensee

Notary

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

18 day of August, 2014

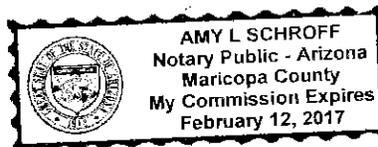
Day Month Year

My Commission Expires on: 12 02 2017

Day Month Year

[Handwritten Signature]

Signature of Notary



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

14 AUG 19 11:49 AM Dept PM 4 05

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

FP current 12/2013

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

P1056227

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 #

11077041

(If the location is currently licensed)

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

2. Name: Lewkowitz Andrea Dahlman 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: Mankato MN USA Height: 5'8 Weight: 135 Eyes: Hzl Hair: Blonde
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed

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

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [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: Hilton Garden Inn Premises Phone: (623) 882-3351

11. Physical Location of Licensed Premises Address: 11460 W. Hilton Way Avondale Maricopa 85323
 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)
04/2009	CURRENT	Attorney	Lewkowitz Law, 2600 N. Central Avenue, Suite 1775, Phoenix, AZ 85004

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
02/1998	CURRENT	Own	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

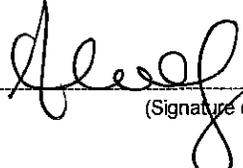
If you checked the Manager box on the front of this form skip to # 15

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

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

14 AUG 19 11:41 AM Dept PM 4 05

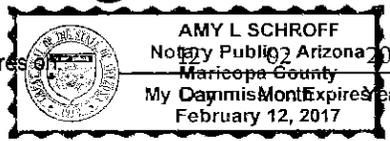
20. I, Andrea Dahlman Lewkowicz, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X 
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
18 day of August, 2014
Month Year


(Signature of NOTARY PUBLIC)

My commission expires on 

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____, _____
Month Year

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year



2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
☎ 602.200.7222
✉ 602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

August 18, 2014

Connie Wagner, Director of Licensing
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Connie:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,


Andrea D. Lewkowitz

ADL/als

14 AUG 19 1:47 PM 4 05

AUG 19 11:47 AM Dept PM 4 05

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP current 10/2013

QUESTIONNAIRE

P1070446

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 for 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 #

11077041

(If the location is currently licensed)

1. Check appropriate box → Controlling Person Agent Manager (Only)

(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)

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

2. Name: Morse Richard Tyler 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: Redondo Beach CA USA Height: 6'1 Weight: 180 Eyes: Brn Hair: Brown

City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Morse Rebecca Lee Brogan Date of Birth: [REDACTED]

(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? New York 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: Hilton Garden Inn Premises Phone: (623)882-3351

11. Physical Location of Licensed Premises Address: 11460 W Hilton Way Avondale Maricopa 85323

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)
09/2006	CURRENT	Chief Executive Officer	MCR Investors, LLC - 152 W. 57th Street, 46th Floor, New York, NY 10019

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
07/2012	CURRENT	Rent	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
05/2005	07/2012	Own	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

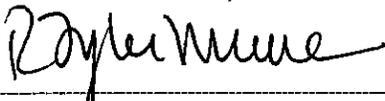
If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you been 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

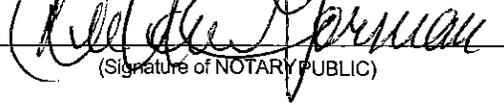
14 AUG 19 11:49 AM Dept PM 4

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

X 
(Signature of Applicant)

State of NEW YORK County of NEW YORK

The foregoing instrument was acknowledged before me this
10th day of JUNE, 2014
Month Year


(Signature of NOTARY PUBLIC)

My commission expires on:
DEEANNE P. GORMAN
Notary Public, State of New York
No. 01GO6173060
Qualified in Queens County
Certificate filed in New York County
Commission Expires August 20, 2015

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Richard Tyler Morse
Supplement to Questionnaire

Questions #19 – YES

I have served as a “controlling person” for many liquor licenses throughout the United States.



Richard Tyler Morse

14 AUG 19 11:47 AM '05

AZ CORPORATION COMMISSION
FILED



JUL 25 2014

FILE NO. R19306050

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

**ARTICLES OF AMENDMENT
TO APPLICATION FOR REGISTRATION OF FOREIGN LLC**

Read the Instructions L01Z1

1. **ENTITY NAME** – give the exact name of the LLC as currently shown in A.C.C. records:
MCRTZ Avondale 2 LLC

2. **A.C.C. FILE NUMBER:** R-19306050
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <https://www.azcc.gov/Divisions/Corporations>

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

3. **LLC NAME CHANGE – NAME IN STATE OR COUNTRY OF FORMATION (Foreign Name)** – type or print the exact NEW name:
MCRTZ Arizona Beverage Management LLC

4. **LLC NAME CHANGE – NAME USED IN ARIZONA (Entity Name)** – type or print the exact NEW name:
MCRTZ Arizona Beverage Management LLC

5. **ENTITY TYPE CHANGE** – check one and follow Instructions:
 Changing to a PROFESSIONAL LLC – number 6 must also be completed.
 Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

6. **PROFESSIONAL SERVICES CHANGE** – list the NEW type of professional services the professional LLC will render:

7. **FOREIGN DOMICILE CHANGE** – list the NEW domicile state or country:

8. **PURPOSE / CHARACTER OF BUSINESS CHANGE** – state the NEW purpose or character of business:

9. **MEMBERS CHANGE (CHANGE IN MEMBERS)** – see Instructions L01Z1 – If a change is being made with respect to one or more members, complete and attach the Amendment Attachment for Members form L044. *The filing will be rejected if it is submitted without the attachment.*

L017.001
REV. 2010

Arizona Corporation Commission – Corporate Division
Page 1 of 9

14 AUG 19 11:47 AM '14

10. **MANAGERS CHANGE (CHANGE IN MANAGERS)** - see *Instructions L0171* - If a change is being made with respect to one or more managers, complete and attach the **Amendment Attachment for Managers form L043**. *The filing will be rejected if it is submitted without the attachment.*
11. **MANAGEMENT STRUCTURE CHANGE** - see *Instructions L0171* - check only one box below and follow instructions:
 CHANGING TO MANAGER-MANAGED LLC - complete and attach the **Manager Structure Attachment form L040**. *The filing will be rejected if it is submitted without the attachment.*
 CHANGING TO MEMBER-MANAGED LLC - complete and attach the **Member Structure Attachment form L041**. *The filing will be rejected if it is submitted without the attachment.*
12. **ADDRESS IN FOREIGN DOMICILE (PRINCIPAL OFFICE ADDRESS) CHANGE** - list the **NEW** address:

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

13. **ARIZONA KNOWN PLACE OF BUSINESS ADDRESS CHANGE:**
- 13.1 Is the **NEW** Arizona known place of business address the same as the street address of the statutory agent?
 Yes - go to number 14 and continue.
 No - go to number 13.2 and continue.
- 13.2 If you answered "No" to number 13.1, give the **NEW** 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		

14. **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED** - see *Instructions L0171*

14.1 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 NEW statutory agent:			14.2 OPTIONAL - Mailing address in Arizona of NEW Statutory Agent, if different from street address (can be a P.O. Box):		
Statutory Agent Name					
Attention (optional)			Attention (optional)		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State	Zip	City	State	Zip
14.3 REQUIRED - The Statutory Agent Acceptance form MD02 must be submitted along with these Articles of Amendment					

L017.001
Rev. 2010

Arizona Corporation Commission - Corporations Division
Page 2 of 3

14 FEB 19 11:47 AM '10

15. <input type="checkbox"/> STATUTORY AGENT CHANGE - ADDRESS OF EXISTING STATUTORY AGENT - complete 15.1 and/or 15.2:					
15.1 NEW physical or street address (not a P.O. Box) in Arizona of the existing statutory agent:			15.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):		
Address (optional)			Address (optional)		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State	Zip	City	State	Zip

16. OTHER AMENDMENT - If an amendment was made that was not addressed by the check boxes on this form, then you must attach to these Articles of Amendment a complete copy of the amendment.

SIGNATURE: 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

W. Joseph Aldridge
Signature

W. Joseph Aldridge
Printed Name

07-24-2014
Date

REQUIRED - check only one and fill in the corresponding blank if signing for an entity:

<input type="checkbox"/> I am the individual Manager of this manager-managed LLC or I am signing for an entity manager named:	<input type="checkbox"/> I am a member of this member-managed LLC or I am signing for an entity member named:	<input checked="" type="checkbox"/> I am a duly authorized agent for this LLC.
---	---	--

Filing Fee: \$25.00 (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 records and are open for public inspection.
If you have questions after reading the instructions, please call 602-542-3025 or (within Arizona only) 800-345-8825.

LC17.001
Rev. 2010

Arizona Corporation Commission - Corporations Division
Page 2 of 3

14 AUG 19 11:47 AM '14

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

AMENDMENT ATTACHMENT FOR MEMBERS

- ENTITY NAME** - give the exact name of the LLC as currently shown in A.C.C. records:
MCRT2 Avondale 2 LLC
- A.C.C. FILE NUMBER:** R-19306050
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/DelistingCorporations>
- Check one box only to indicate what document the Attachment goes with:**
 Articles of Amendment Articles of Amendment to Application for Registration
- MEMBERS CHANGE** - use one block per person - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any new information for that member (new name and/or address), then check all boxes that apply to indicate the change being made for that member. FOR NEW MEMBERS - in a separate block, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, use another Amendment Attachment for Members form.

14 AUG 19 11:49 AM 4 05

Name currently shown in ACC records MCRT2 Real Estate Investment Trust, Inc			Name currently shown in ACC records R. Tyler Morse		
NEW Name 152 W. 57th St., 46 Floor Address 1			NEW Name [REDACTED] Address 1		
Address 2 (optional) New York		State or Province NY	Zip 10019		Address 2 (optional) [REDACTED]
City UNITED STATES	State or Province UNITED STATES		Zip UNITED STATES		City UNITED STATES
Country <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member			Country <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member		
Name currently shown in ACC records			Name currently shown in ACC records		
NEW Name			NEW Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province		Zip		City
Country <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member			Country <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member		

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MCRETZ AVONDALE 2 LLC", CHANGING ITS NAME FROM "MCRETZ AVONDALE 2 LLC" TO "MCRETZ ARIZONA BEVERAGE MANAGEMENT LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JULY, A.D. 2014, AT 3:30 O'CLOCK P.M.

14 JUL 19 11:49 AM Dept PM 4 05

5540240 8100

140980270

You may verify this certificate online at corp.delaware.gov/authrover.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1562296

DATE: 07-23-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:30 PM 07/22/2014
FILED 03:50 PM 07/22/2014
SRY 160980270 - 3340240 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: MCRT2 Avondale 3 LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article First:
MCRT2 Arizona Beverage Management LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22nd day of July, A.D. 2014.

By: W. Joseph Aldridge
Authorized Person(s)

Name: W. Joseph Aldridge
Print or Type

14 JUL 19 11:41 AM Dept PM 4 05

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MCRS2 ARIZONA BEVERAGE MANAGEMENT LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF JULY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MCRS2 ARIZONA BEVERAGE MANAGEMENT LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

14 JUL 19 11:49 AM 4 05

5540240 8300

140980270

You may verify this certificate online at corp.delaware.gov/authform.shtml



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1562297

DATE: 07-23-14

Delaware

PAGE 1

The First State

I, JEFFREY W. BOLLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MCRT'S AVONDALE 2 LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MAY, A.D. 2014, AT 4:41 O'CLOCK P.M.

14 AUG 19 11:49 AM 4 05



5340240 8100
140720432

You may verify this certificate online at corp.delaware.gov/authcor.shtml


Jeffrey W. Bollock, Secretary of State
AUTHENTICATION: 1408950
DATE: 05-29-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:15 PM 03/27/2014
FILED 04:41 PM 03/27/2014
BRV 140720492 - 5540240 FILE

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION**

First: The name of the limited liability company is NCRT3 Avondale 2 LLC

Second: The address of its registered office in the State of Delaware is 614 E. DuPont Highway in the City of Dover
Zip code 19901. The name of its Registered agent at such address is National Corporate Research, Ltd.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 27th day of May, 2014.

By: [Signature]
Authorized Person (s)

Name: W. Jos Aldridge

14 AUG 19 11:49 AM 4 05

AZ CORPORATION COMMISSION
FILED



JUN 04 2014

FILE NO. R-1930605-0

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

**APPLICATION FOR REGISTRATION
OF FOREIGN LIMITED LIABILITY COMPANY**

Please read Instructions L0251

1. **ENTITY TYPE** - check only one to indicate the type of entity applying for registration:

LIMITED LIABILITY COMPANY

PROFESSIONAL LIMITED LIABILITY COMPANY

2. **NAME IN STATE OR COUNTRY OF FORMATION (FOREIGN NAME)** - enter the exact, true name of the foreign LLC:

MCRTZ Avondale 2 LLC

3. **NAME TO BE USED IN ARIZONA (ENTITY NAME)** - identify the name the foreign LLC will use in Arizona by checking 3.1 or 3.2 (check only one), and follow instructions:

3.1 **Name in state or country of formation**, with no changes or additions - go to number 4 and continue.

3.2 **Fictitious name** - check this if the foreign LLC's name in its state or country of formation is not available for use in Arizona or if that name does not contain an LLC identifier, and enter the name in number 3.3 below. **NOTE** - a resolution of the company adopting the fictitious name must be attached to and submitted with this form.

3.3 **If you checked 3.2**, enter or print the name to be used in Arizona:

4. **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):

5. **FOREIGN DOMICILE** - list the state or country in which the foreign LLC was formed:

Delaware

6. **DATE OF FORMATION IN FOREIGN DOMICILE:** 05-27-2014

7. **PURPOSE OR GENERAL CHARACTER OF BUSINESS** - describe or state the purpose of the foreign LLC or the general character of the business it proposes to transact in Arizona:
Hotel accommodation or any other lawful purpose.

14 JUN 19 11:41 AM Dept RM 4 05

8. STATUTORY AGENT IN ARIZONA:					
8.1 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:			8.2 OPTIONAL - mailing address in Arizona of statutory agent, if different from street address (can be a P.O. Box):		
NATIONAL CORPORATE RESEARCH, LTD.					
Statutory Agent Name (required)					
Attention (optional)			Attention (optional)		
815 North First Avenue, Suite #4					
Address 1			Address 1		
Address 2 (optional)		AZ	85003		
City	Phoenix	State	Zip	City	State Zip
8.3 REQUIRED - the Statutory Agent Acceptance form M002 must be submitted along with this Application For Registration.					

- 9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS** - see *Instructions L025* - give the physical or street address (not a P. O. Box) of the foreign LLC required to be maintained in its state of organization, or, if not so required, of the foreign LLC's statutory agent in its state or country of organization:

National Corporate Research, Ltd.		
Attention (optional)		
615 S. DuPont Highway		
Address 1		
Address 2 (optional)		
Dover	DE	19901
City		Zip
Country	UNITED STATES	State or Province

10. OPTIONAL - ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:

- 10.1** Is the Arizona known place of business street address the same as the street address of the statutory agent? Yes - go to the next page and continue.
 No - complete number 10.2 and continue.
- 10.2** If you answered "no" to number 10.1, 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		
11450 W. Hilton Way		
Address 2 (optional)		
Avondale	AZ	85323
City		Zip
Country	UNITED STATES	State or Province

COMPLETE NUMBER 11 OR NUMBER 12 – NOT BOTH.

11. MANAGER-MANAGED LLC – *see Instructions L025!* – check this box if management of the LLC is 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.*

12. MEMBER-MANAGED LLC – *see Instructions L025!* – check this box if management of the LLC is 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.*

13. SIGNATURE: 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

W. Joseph Aldridge
Signature

W. Joseph Aldridge
Printed Name

06/03/2014
Date

14 AUG 19 11:49 AM Dept PM 4 05

REQUIRED – check only one and fill in the corresponding blank if signing for an entity:

<input type="checkbox"/> I am the individual Manager of this manager-managed LLC or I am signing for an entity manager named:	<input checked="" type="checkbox"/> I am a Member of this member-managed LLC or I am signing for an entity member named: MCRY2 Real Estate Investment Trust Inc.	<input type="checkbox"/> I am a duly authorized agent for this LLC.
---	---	---

Filing Fee: \$150.00 (regular processing) Expedited processing – add \$35.00 to filing fee. All fees are nonrefundable – see Instructions.	Mail: Arizona Corporation Commission – Corporate Filings Sec 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 records and are open for public inspection.
 If you have questions after reading the Instructions, please call 602-542-3328 or (within Arizona only) 800-369-5818.

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

STATUTORY AGENT ACCEPTANCE

Please read Instructions **MD021**

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

MCRT2 Avondale 2 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):

NATIONAL CORPORATE RESEARCH, LTD.

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

Colleen McMahon
Signature

Colleen McMahon
Printed Name

05/02/2014
Date

REQUIRED – check only one:

<input type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual	<input checked="" 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 – (available only if this form is submitted by itself) add \$35.00 to filing fee. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1900 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 602-542-3426 or (toll-free in Arizona only) 800-542-5819.

14 AUG 19 11:47 AM Dept PM 4 08

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):
MCRT2 Avondale 2 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: <https://www.azcc.gov/Chapters/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.

MCRT2 Real Estate Investment Trust Inc.					
Name			Name		
152 W. 57th St., 46 Floor			Address 1		
Address 1			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
New York	NY	10019			
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		
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country			Country		

14 AUG 19 11:47 AM Dept PH 4 06

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MCRT2 AVONDALE 2 LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MCRT2 AVONDALE 2 LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

14 JUN 19 11:47 AM '14



5540240 8300

140720432

You may verify this certificate online


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1408951

DATE: 05-29-14



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

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

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

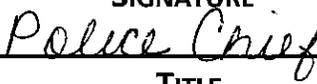
EVENT ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



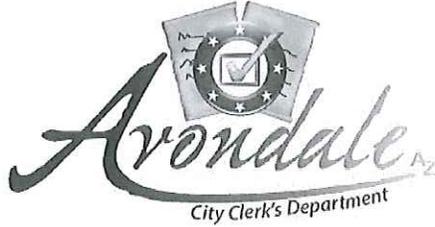
SIGNATURE


TITLE

9/3/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

EVENT ADDRESS: 11460 W. HILTON WAY

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

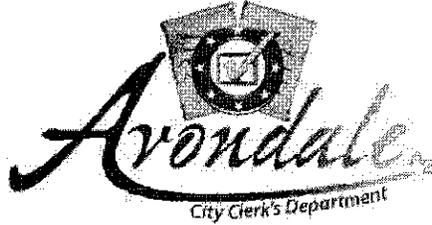
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jose Y. Gomez
SIGNATURE
Fire Inspector
TITLE

9/2/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

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

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

EVENT ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE


TITLE

9/2/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **OCT. 6, 2014**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **SEPT. 4, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

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

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

EVENT ADDRESS: 11460 W. HILTON WAY

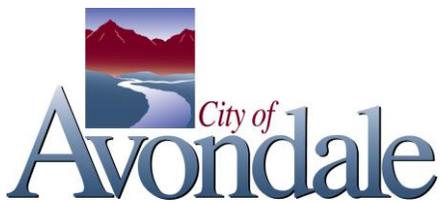
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED

[Signature] 9/3/14
SIGNATURE DATE
Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: September 3, 2014

TO: Carmen Martinez, City Clerk

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

SUBJECT: Series 11 Liquor License – Interim Permit/New License
Hilton Garden Inn – 11460 W Hilton Way

The site is located on the southeast corner of Interstate 10 and Avondale Boulevard. The building is existing.

A Series 11 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 Gateway Employment: Retail/Office/Hotel. The site is currently zoned Planned Area Development (PAD). A hotel is a permitted use within the PAD.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

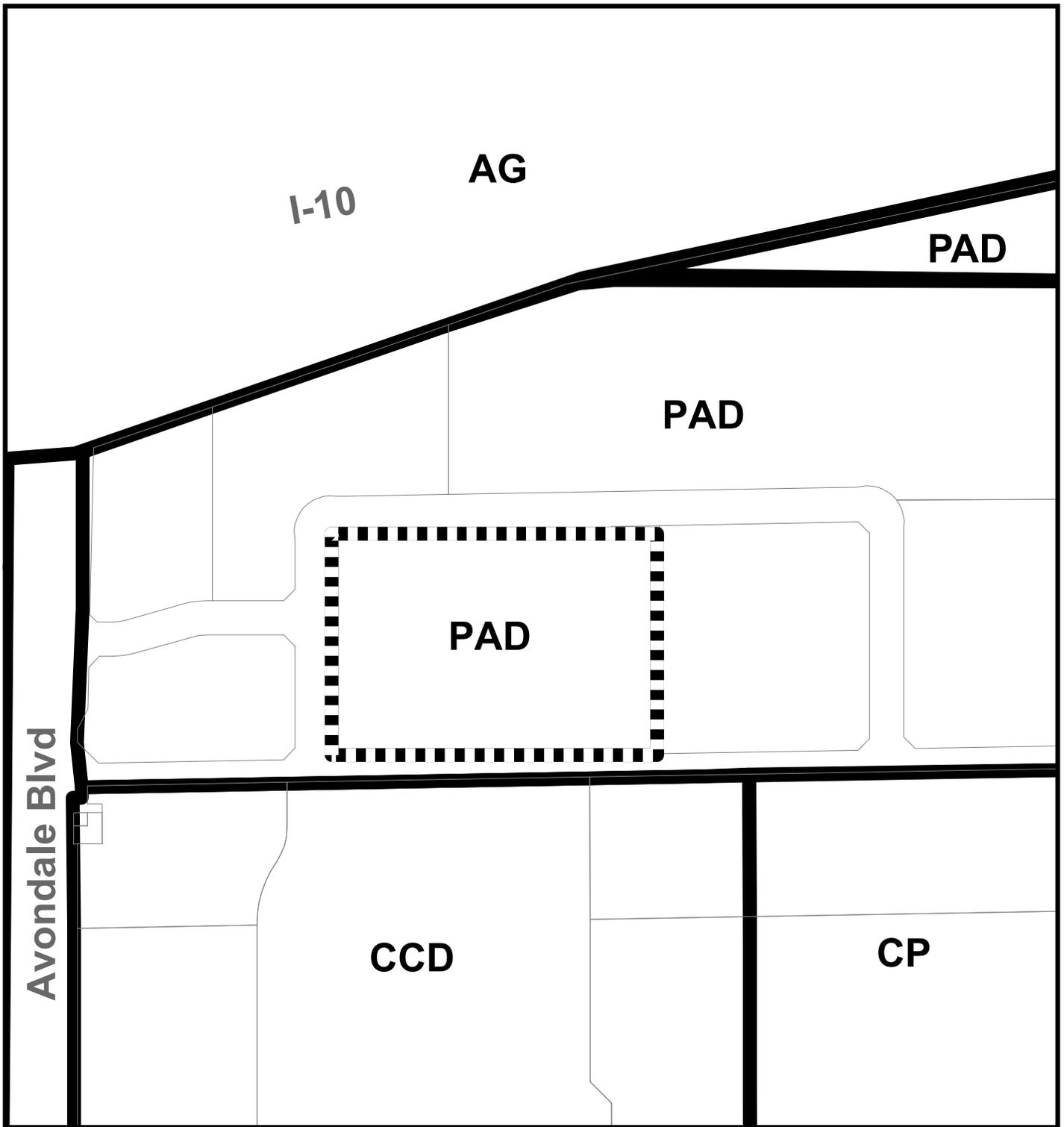


2014 Aerial Photograph



Subject Property





Zoning Vicinity Map



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

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

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

EVENT ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE

9/2/14

DATE

Tax Audit Supervisor

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014

2014.09.11 10:55

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: SEPTEMBER 11, 2014

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, OCTOBER 6, 2014
AT 7:00 PM.

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

SERIES 11: HOTEL 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:

HILTON GARDEN INN
11460 W. HILTON WAY
Avondale, AZ. 85323

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

*14 LIC 19 Ltr. 2nd m 4 00

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

APPLICATION FOR LIQUOR LICENSE
TYPE OF PERMIT: HOTEL

Before effective date, a valid AZ Drivers License, Out-of-State License, Official AZ Motorist License, valid to the date of the application of the license must exist and a current Arizona Driver License must be on file with the Department of Transportation for the year. See page 4 of the Arizona Department of Liquor Licenses and Control website for more information.

SECTION 1 This application is for a:

SECTION 2 Type of ownership:

SECTION 3 Type of license and fees:

SECTION 4 Applicant:

SECTION 5 Physical Street Location:

SECTION 6 Business Phone:

SECTION 7 Mailing Address:

SECTION 8 Police paid for license and for other and other or other other:

SECTION 9 Fee:

SECTION 10 In Arizona Statement of Citizenship & Alien Status (For State Residents complete):

Approved by: [Signature] Date: 9/11/14 License No. 1107104

*Obtained Individuals requiring special accommodation, please call (602) 542-9789.



WELCOME TO...
the garden

2014.09.11 10:56

Clearance 10'1"

Hotel
Garden



2014.09.11 10:56



HILTON GARDEN INN
11460 W HILTON WAY
1 Mile Buffer

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





CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 11 (Hotel-Motel) and Series 7 (Beer and Wine Bar) - Homewood Suites by Hilton

MEETING DATE:

10/6/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of two applications submitted by Andrea Lewkowitz for a Series 11 (Hotel-Motel) and a Series 7 (Beer and Wine Bar) to be used at the Homewood Suites by Hilton located at 11450 W. Hilton Way.

DISCUSSION:

The City Clerk's Department received two liquor license applications for a Series 11 (Hotel-Motel) and a Series 7 (Beer and Wine Bar) licenses to be used at the Homewood Suites by Hilton located at 11450 W. Hilton Way. The location has been licensed with a Series 11 since 2006 under a different agent. Approval of the Series 11 license is necessary in order to provide contiguity for the licensed location. Once approved the new agent is going to deactivate the Series 11 license and continue operating under the Series 7 license.

As required by state law and city ordinance, the applications were posted for the required period of time beginning September 11, 2014 and a notice was published in the West Valley View on September 26th and 30th. No comments were received.

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

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

RECOMMENDATION:

Staff is recommending approval of two applications submitted by Andrea Lewkowitz for a Series 11 (Hotel-Motel) and a Series 7 (Beer and Wine Bar) to be used at the Homewood Suites by Hilton located at 11450 W. Hilton Way.

ATTACHMENTS:**Description**

[Series 7 and Series 11 Applications](#)

[Review by Departments](#)

[Posting Photos](#)

[Vicinity Map](#)

HOMEWOOD SUITES LIQUOR LICENSE APPLICATIONS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

SERIES 7 - <http://www.avondale.org/DocumentCenter/View/35338>

SERIES 11 - <http://www.avondale.org/DocumentCenter/View/35339>



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

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

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HOMEWOOD SUITES BY HILTON

EVENT ADDRESS: 11450 W. HILTON WAY

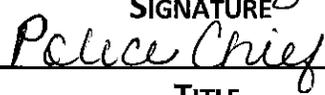
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

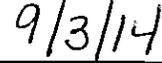
APPROVED

DENIED



SIGNATURE


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HOMEWOOD SUITES BY HILTON

EVENT ADDRESS: 11450 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

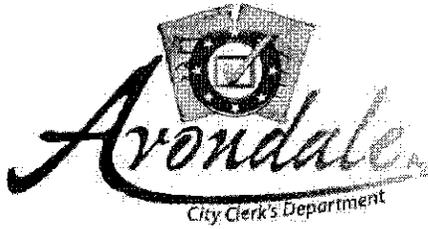
Jane Y. Gomez
SIGNATURE

9/2/14
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

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

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

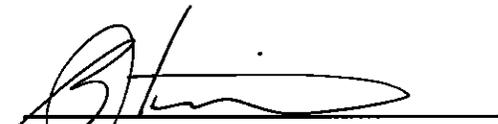
BUSINESS NAME: HOMEWOOD SUITES BY HILTON

EVENT ADDRESS: 11450 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



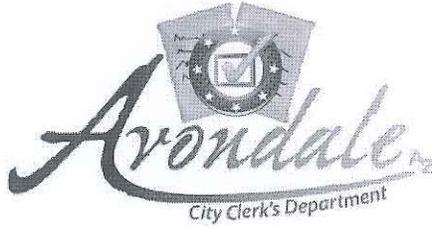
SIGNATURE
Chief Building Official

TITLE

9/2/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **OCT. 6, 2014**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **SEPT. 4, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

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

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HOMEWOOD SUITES BY HILTON

EVENT ADDRESS: 11450 W. HILTON WAY

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

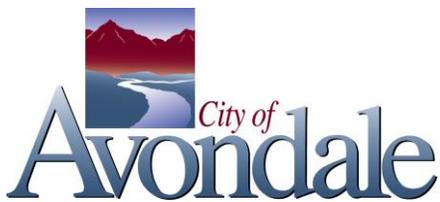
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

[Signature]
SIGNATURE
Zoning Specialist
TITLE

9/3/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: September 3, 2014

TO: Carmen Martinez, City Clerk

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

SUBJECT: Series 11 Liquor License – Interim Permit/New License
Homewood Suites by Hilton – 11450 W Hilton Way

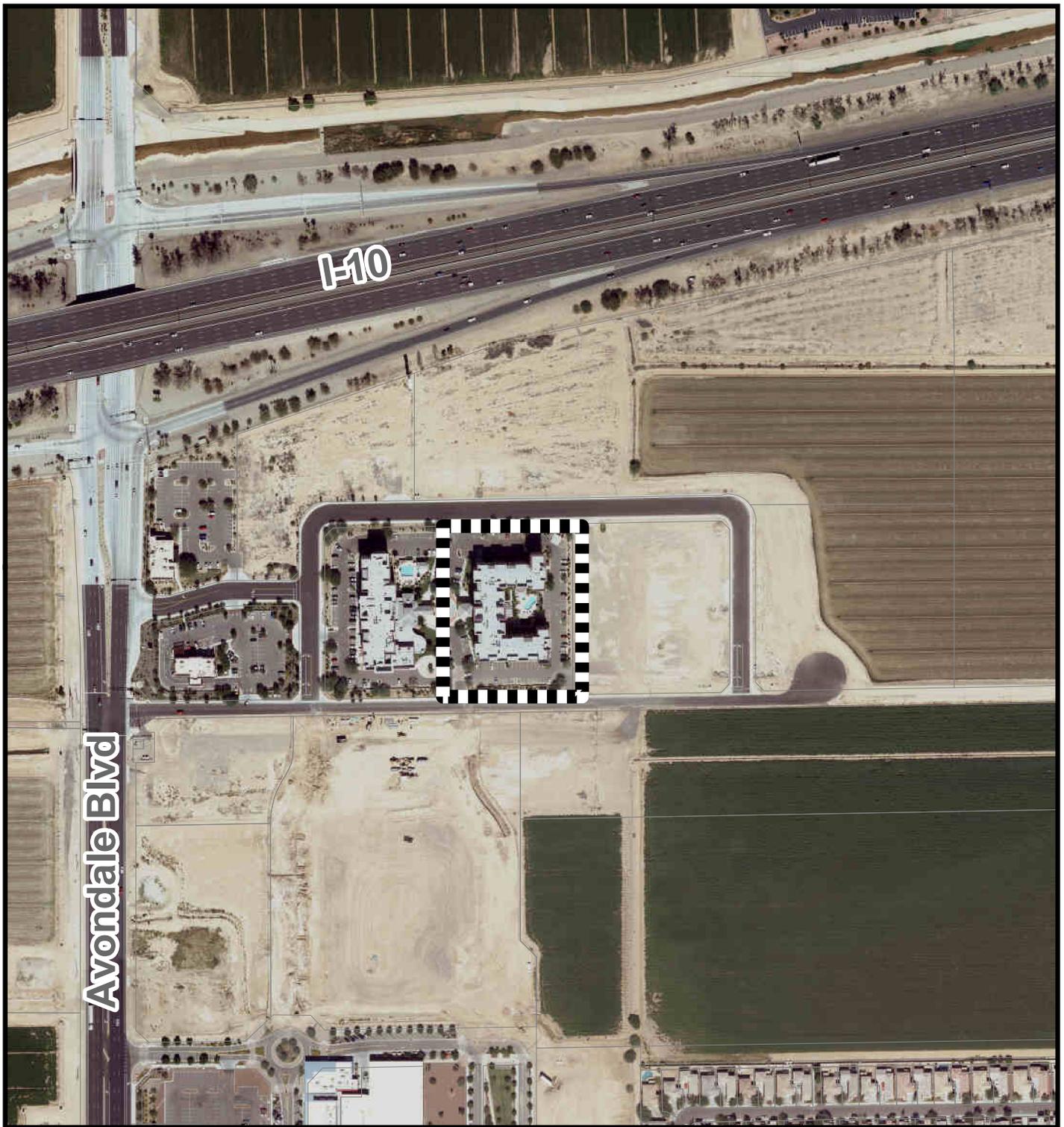
The site is located on the southeast corner of Interstate 10 and Avondale Boulevard. The building is existing.

A Series 11 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 Gateway Employment: Retail/Office/Hotel. The site is currently zoned Planned Area Development (PAD). A hotel is a permitted use within the PAD.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

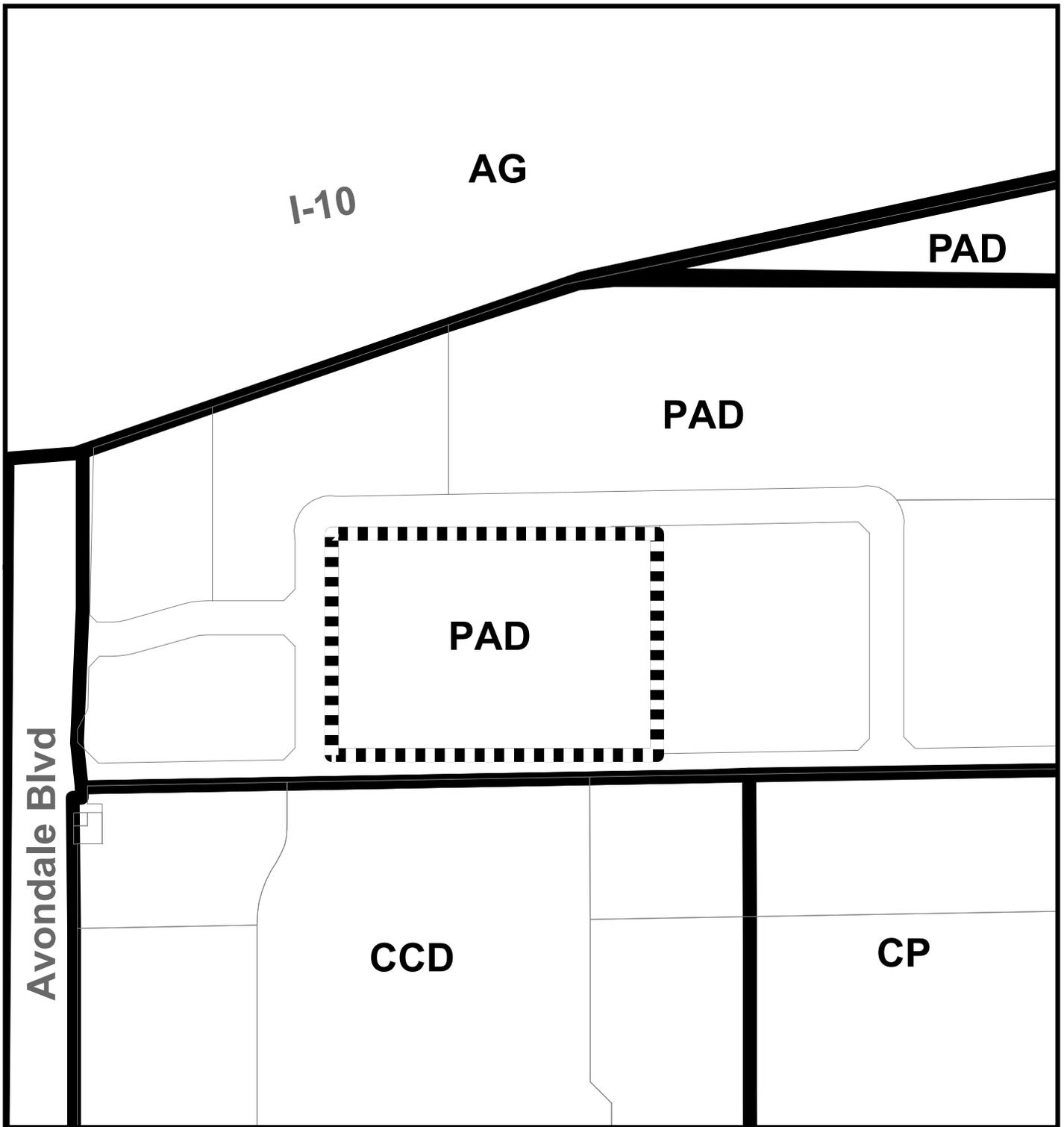


2014 Aerial Photograph



Subject Property





Zoning Vicinity Map



Homewood Suites by Hilton





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES 11 HOTEL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HOMEWOOD SUITES BY HILTON

EVENT ADDRESS: 11450 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED


SIGNATURE

TAP Audit Supervisor
TITLE


DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 6, 2014

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 4, 2014

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: SEPTEMBER 11, 2014

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

LOCATION: **11465 WEST CIVIC CENTER DRIVE**
DATE: **MONDAY, OCTOBER 6, 2014**
AT **7:00 PM.**

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

SERIES 11: HOTEL 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:

HOMEWOOD SUITES BY HILTON
11450 W. HILTON WAY
Avondale, AZ. 85323

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

2014.09.11 10:50

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

APPLICATION FOR LIQUOR LICENSE TYPE OR PRINT WITH BLACK INK

Notice: Effective from 4/1/14, all On-sale, Retail, Control, On-Site, and Off-Site licenses are subject to the state law governing the sale of alcoholic beverages. Licenses are subject to the provisions of the Arizona Liquor License Act, Title 47, Chapter 15, and the Arizona Liquor License Rules, Title 47, Chapter 15-01. Licenses are subject to the provisions of the Arizona Liquor License Act, Title 47, Chapter 15, and the Arizona Liquor License Rules, Title 47, Chapter 15-01. Licenses are subject to the provisions of the Arizona Liquor License Act, Title 47, Chapter 15, and the Arizona Liquor License Rules, Title 47, Chapter 15-01.

- SECTION 1** This application is for a:
- RETAIL LIQUOR LICENSE
 - INTERM PERMIT Complete Section 2
 - HOTEL LICENSE Complete Sections 2, 4, 13, 14, 15, 16
 - OFF-SALE THROUGH RETAILER Complete Sections 2, 4, 13, 14, 15, 16, 17
 - OFF-SALE THROUGH RETAILER (ON-PAUSE) Complete Sections 2, 4, 13, 14, 15, 16, 17
 - FRESH FRUIT & VEGETABLES Complete Sections 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
 - GOVERNMENT Complete Sections 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
- SECTION 2** Type of ownership:
- ALL INDIVIDUALS Complete Section 9
 - INDIVIDUAL Complete Section 9
 - PARTNERSHIP Complete Section 9
 - CORPORATION Complete Section 9
 - LIMITED LIABILITY CO. Complete Section 9
 - GOVERNMENT Complete Section 9
 - TRUST Complete Section 9

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

1. Type of License(s) _____ Series # _____ 2. Total fees attached: \$ 200.00

APPLICATION FEE AND INTERM PERMIT FEES, IF APPLICABLE ARE NOT REFUNDABLE.
The fees listed under A.L.C. SERIES will be assessed for all establishments except:

SECTION 4 Applicant:

1. Owner/Applicant Name: Homeewood Suites by Hilton (Indicate if a partner or franchisee of another licensee)
2. Corp./Partnership, L.L.C. - M/C/T/A Arizona Beverage Management, L.L.C. (Indicate on license when applicable to this application)
3. Business Name: Homeewood Suites by Hilton (Must be approved by the state of Arizona)
4. Principal Street Location: 11450 W. Hilton Way Avondale, AZ 85323 (Must be the location)
5. Business Phone: (602) 893-3955 Daytime Phone: _____ Email: _____
6. Is the business located within the incorporated limits of the above city or town? YES (Check)
7. Mailing Address: _____ City: _____ State: _____ Zip: _____
8. Price paid for license only base, base and info, or liquor alone. Type: _____

SECTION 5 FINGERPRINTS ONLY

From: 100.00 100.00 200.00
Finger Prints: \$ 200.00 (TOTAL OF ALL FEES)
In Arizona Department of Liquor Licenses and Control (AZ D.L.L.C.)
Approved by: [Signature] License # 871980161 # 11077040
Notes: *Required individuals requesting applicant accommodations, please call (602) 542-9789.



HOMEWOOD
SUITES
Hilton

2014.09.11 10:51



CITY COUNCIL AGENDA

SUBJECT:

Contract Award - Salt River Extraction

MEETING DATE:

10/6/2014

TO: Mayor and Council

FROM: Cindy Blackmore, Acting Public Works Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Salt River Extraction to provide for the removal, transport, and disposal of non-hazardous liquid brine waste solution and arsenic sludge for an annual amount not to exceed \$110,400, with an option of four (4) one-year renewals and an aggregate amount not to exceed \$552,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City's water production process requires treatment of groundwater for nitrates and arsenic. The nitrate removal process generates a brine liquid waste and the arsenic treatment process generates a sludge. The following facilities within the City's water production process treat and remove these liquid waste types:

Northside Arsenic Treatment Facility
Gateway Nitrate Removal Facility
Northeast Nitrate Removal Facility

Each year, it is estimated that 550,000 gallons of brine waste solution and 50,000 gallons of arsenic sludge are generated through the production process which needs to be removed and disposed of at a landfill capable of handling this type and quantity of non-hazardous waste.

DISCUSSION:

To properly remove and dispose of the non-hazardous liquid waste, the City issued an Invitation for Bids (IFB PW14-038) on July 31, 2014 for contractors who have owned and operated a liquid waste removal company for a minimum of five (5) years. The IFB was advertised in the Arizona Business Gazette and West Valley View. A mandatory pre-bid conference and tour were held on August 14, 2014. The original IFB indicated that the City would be contracting directly with a landfill for the disposal of the waste.

After the pre-bid conference, it was determined that it would be more efficient to have the hauling contractor be responsible for selecting the landfill for disposal assuming that the landfill could handle the quantity and types of waste. As a result, Addendum No. 1 was issued on August 25, 2014. A second pre-bid conference was held on September 2, 2014, and the bid opening was held on September 11, 2014. Four (4) qualified bids were received and Salt River Extraction was deemed to be the lowest bidder.

BUDGET IMPACT:

Fees associated with this Contract are typically charged to Contractual Maintenance/Water System (501-9122-00-6315) and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Salt River Extraction to provide for the removal, transport, and disposal of non-hazardous liquid brine waste solution and arsenic sludge for an annual amount not to exceed \$110,400, with an option of four (4) one-year renewals and an aggregate amount not to exceed \$552,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Bid Tabulation](#)

[Bid Submittal - Salt River Extraction](#)

City of Avondale
 IFB PW 14-038 Brine Waste Hauling-Disposal Services
 Bid Opening Date: September 11, 2014

Description	Est. Quantity (Gallons)	Clean Harbors		Chemical Transportation		MP Environmental		Salt River Extraction	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Brine Waste Solution Removal, Transport, Disposal	550,000	\$ 0.55	\$ 302,500.00	\$0.23	\$ 126,500.00	\$0.209	\$ 114,950.00	\$ 0.17	\$ 93,500.00
Arsenic Sludge Removal, Transport, Disposal	50,000	\$ 0.98	\$ 49,000.00	\$0.22	\$ 11,000.00	\$0.209	\$ 10,450.00	\$ 0.17	\$ 8,500.00
TOTAL BASE BID		\$ 1.53	\$ 351,500.00	\$0.45	\$ 137,500.00	\$0.418	\$ 125,400.00	\$ 0.34	\$ 102,000.00
Additional Costs	Est. Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Fuel Surcharge (Gallons)	600,000	No bid	No bid	No bid	No bid	No Bid	No bid	\$0.014	\$ 8,400.00
Tank Wash	116	\$225.00	\$26,100.000	No Bid	No bid	No Bid	No bid	No Bid	No bid
Demurrage (Hour)	TBD	\$98.00	TBD	No Bid	No bid	No Bid	No bid	No Bid	No bid
Weekend/Holiday Service Surcharge	TBD	50%	TBD	No Bid	No bid	No Bid	No bid	No Bid	No bid
GRAND TOTAL			\$ 377,600.00		\$ 137,500.00		\$ 125,400.00		\$ 110,400.00
Submittal Requirements									
Signed Offer Sheet		Yes		Yes		Yes		Yes	
Licenses		Yes		Yes		Yes		Yes	
Substitution Requests		Yes		Yes		Yes		Yes	
Key Personnel		Yes		Yes		Yes		Yes	
References		Yes		Yes		Yes		Yes	
Complete Bid Sheet		Yes		Yes		Yes		Yes	
Complete Addendum		Yes		Yes		Yes		Yes	

Completed by: Loretta Browning



CITY OF AVONDALE
PUBLIC WORKS DEPARTMENT
PW 14-038

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Pursuant to section 2.17 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: * or Line Item Award:

*Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award.

<p>Arizona Transaction (Sales) Privilege Tax License Number: <u>N/A</u></p> <p>Federal Employer Identification Number: <u>20-3340908</u></p> <p><u>SALT RIVER EXTRACTION</u> Contractor Name</p> <p><u>3230 E BROADWAY STE C-235</u> Address</p> <p><u>PHOENIX</u> <u>AZ</u> <u>85040</u> City State Zip Code</p>	<p>For Clarification of this Bid contact:</p> <p>Name: <u>BRAD VANDERSEE</u></p> <p>Telephone: <u>602 672 6270</u></p> <p>Facsimile: <u>480 240 9277</u></p> <p>Email: <u>brad@srtransport.com</u></p> <p><u>Brad Vandersee</u> Authorized Signature for Contractor</p> <p><u>BRAD VANDERSEE</u> Printed Name</p> <p><u>MANAGER</u> Title</p>
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ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF AVONDALE, an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

APPROVED AS TO FORM:

Carmen Martinez, City Clerk

Andrew J. McGuire, City Attorney

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number: PW 14-038
Solicitation Title: Brine Waste Hauling-Disposal Services
Release Date: **July 31, 2014**
MANDATORY
Prospective Bidders' Conference: **August 14, 2014**
8:00 a.m. (local-time, Phoenix, Arizona)
Avondale City Hall
11465 West Civic Center Drive
Avondale, Arizona 85323
(Site visit of the properties will be held immediately following the Prospective Bidder's Conference.)

Final Date for Inquiries: **August 18, 2014**
Bid Deadline: **August 28, 2014**
3:00 p.m. (local-time, Phoenix, Arizona)
Bid Opening: **August 28, 2014**
3:00 p.m. (local-time, Phoenix, Arizona)
Procurement Administrator: Loretta Browning lbrowning@avondale.org
623-333-2029

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the City Clerk on, or prior to, the Bid Deadline date. Late Bids shall not be considered except as provided in the City Procurement Code. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 "Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 "Bid Deadline" means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 "Bid Opening" means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 "Bidder" means any person or firm submitting a competitive Bid in response to this IFB.

1.5 "City" means the City of Avondale, an Arizona municipal corporation.

1.6 "City Representative" means the City employee who has specifically been designated to act as a contact person to the City's Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor's performance under the Contract and for providing information regarding details pertaining to the Work.

1.7 "Confidential Information" means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 "Contract" means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

1.10 "Days" means calendar days unless otherwise specified.

1.11 "Invitation for Bids" or "IFB" means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the City's Procurement Code.

1.12 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.13 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.14 "Price" means the total expenditure for a defined quantity of a commodity or service.

1.15 "Procurement Administrator" means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.16 "Procurement Agent" means the City Manager or authorized designee.

1.17 "Procurement Code" means the City's Procurement Code, as amended from time to time.

1.18 "Project" means the purpose and work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.19 "Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

1.20 "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

1.21 "Subcontractor" means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.22 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 "Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified, licensed Contractor(s) to perform liquid waste removal, transportation and disposal services from City facilities (the "Services") as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the City's needs. The City does not guarantee any minimum or maximum amount of Services will be requested by the City pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The City will consider as "irregular" or "non-responsive" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be

cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide all of the following documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.
2. Price Sheet.
3. Licenses; Certifications; DBE/MBE Status.
4. References.
5. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:

City of Avondale City Hall, 11465 West Civic Center Drive, Avondale, Arizona 85323
Buyhub website at <http://eprocare.avondale.org>
City of Avondale website at www.avondale.org/procurement

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials

actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to subsection 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City Financial Services Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit C and incorporated herein by reference. Upon the City's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.13(E) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

2.17 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates, if any, but excluding taxes and "as-needed" services requested by the City and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for 90 days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), 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 Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the City may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

3.2 Compensation. The City shall pay the Contractor for Services completed and accepted by the City at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the City.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 Documents. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

3.5 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.6 Inspection: Acceptance. All Work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

3.7 Licenses: Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment or Material to Contractor.

3.8 Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

3.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.10 Changes: Cancellation. The City reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If

such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.11 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth in this subsection and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or

liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work adjunct or residual to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the City.

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

3.13 Termination; Cancellation.

A. For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to Work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor to any other party of the Contract with respect to the subject matter of the Contract.

E. Gratuities. The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. 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.

3.14 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future Occupational Safety and Health Administration standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

J. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

K. Liens. All Services or Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

L. Offset.

1. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) 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 Contractor: _____

Attn: _____

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 (1) when delivered

to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) 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.

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with subsection 3.14(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.
2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this subsection 3.14(O).

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with subsection 3.14(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.14(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this

Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (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 (1) 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 Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.14 (R) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. 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 Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

S. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract.

T. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and Services from another source when necessary.

U. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

EXHIBIT A
TO
INVITATION FOR BIDS NO. PW 14-038

[Scope of Work]

See following pages.

SCOPE OF WORK

Brine Waste Hauling-Disposal Services PW 14-038

1. Introduction.

The City is seeking a licensed Contractor, who has owned and operated a liquid waste removal company for a minimum of five years, to remove, transport and dispose of non-hazardous liquid waste from the City facilities listed below to a landfill site designated by the City (the "Services"). An estimated 550,000 gallons of brine waste solution and 50,000 gallons of arsenic sludge (collectively, the "Liquid Waste") will be removed and disposed of annually. Preference will be given to Contractors who are able to perform the Services for all the Liquid Waste.

2. Scope of Work.

2.1 Contractor must have all licenses and permits required by federal, state and local agencies and provide copies with their bid submittal.

2.2 Contractor shall perform the Services in a manner, and with equipment, that is in compliance with all applicable federal, state and local rules and regulations, including Environmental Protection Agency ("EPA") standards.

2.3 Contractor shall perform the Services as scheduled by the City, which will normally be Monday through Thursday between the hours of 6:00 a.m. and 2:00 p.m., although occasionally the Services may be needed on Fridays between the hours of 6:00 a.m. and 12:00 p.m. The Services shall also be available on Saturdays between 6:00 a.m. and 12:00 p.m., as requested by the City with 24 hours' advance notice. The City shall not be responsible for any extra compensation for overtime hours.

2.4 Contractor shall remove and transport Liquid Waste from the following City facilities (collectively, the "Facilities" and individually "Facility"):

- A. Northside Arsenic Treatment Facility, 3850 North El Mirage Road.
- B. Gateway Nitrate Removal Facility, 1960 North 99th Avenue.
- C. Northeast Nitrate Removal Facility, 3100 North 107th Avenue.

2.5 Contractor's technicians shall provide the non-hazardous waste manifest to the designated Facility representative at the time the Liquid Waste is removed.

2.6 Contractor shall perform the Services in all weather conditions and be fully responsible for the proper handling, transportation and disposal of the Liquid Waste.

2.7 Contractor shall guarantee all equipment and materials are used according to the specified guidelines and recommendations in the manufacturer's warranty.

2.8 The City shall determine the method used for Liquid Waste volume accountability. Contractor shall cooperate fully with City requests for inspection and monitoring frequency.

2.9 When performing the Services, Contractor shall keep the Facilities clean and free of waste materials, trash and debris at all times. The Contractor shall not use City property as a work area to service its vehicles or for Liquid Waste storage. Any cost of clean-up incurred by the City resulting from Contractor's actions will be deducted from monies owed the Contractor.

2.10 Contractor shall keep legible and detailed records of the Services performed and shall supply the City with accurate reports containing the date, quantity and type of Liquid Waste removed for EPA documentation.

2.11 Contractor shall provide the City with detailed monthly invoices including the following items:

- A. Name of Facility representative that placed the service call.
- B. Date and description of Services performed, including quantity and type of Liquid Waste removed.
- C. Facility serviced.
- D. Name of Contractor's technician(s).
- E. Facility arrival and departure times.

2.12 All documents and invoices shall be submitted to the Contract Manager at:

City of Avondale Municipal Operations Service Center
399 East Lower Buckeye Road
Avondale, Arizona 85323

2.13 Contractor shall be responsible for all transportation fees.

2.14 Contractor's price shall not include any stand-by fees.

2.15 If at any time the Contract Manager or Facility representative expresses dissatisfaction with the technician(s) or Services performed, Contractor will remedy the situation immediately.

3. Contractor Personnel Requirements.

3.1 Contractor shall designate a representative who will oversee the technicians assigned to this Contract and train them on the layout of the Facilities.

3.2 Contractor shall utilize qualified technicians to perform the Services. Helpers and/or non-technical personnel may assist only when accompanied by a trained, certified supervisor.

3.3 Contractor's technicians shall report to the City's Facility representative prior to commencing the Services.

3.4 Contractor's personnel must wear identification at the Facilities.

3.5 Contractor's personnel shall meet or exceed current EPA work practice standards.

EXHIBIT B
TO
INVITATION FOR BIDS NO. PW 14-038

[Price Sheet]

See following page.

EXHIBIT C
TO
INVITATION FOR BIDS NO. PW 14-038

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

Brine Waste Hauling-Disposal Services
PW 14-038

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License to your bid submittal.**

* Business License must be either a City of Avondale Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.



11465 W. Civic Center Drive, #270
Avondale, AZ 85323-6808

LICENSE NO: 90686

THIS NONTRANSFERABLE PRIVATE BUSINESS LICENSE IS ISSUED IN ACCORDANCE WITH THE CITY OF AVONDALE AND IS VALID ONLY WHILE OPERATING UNDER THE BUSINESS LICENSE LOCATION UNTIL EXPIRATION DATE. BUILDING PERMITS MUST BE OBTAINED IN COMPLIANCE WITH ALL BUILDING, FIRE AND ZONING CODES.

BUSINESS NAME: SALT RIVER EXTRACTION

EXPIRES: 12/31/14

BUSINESS LOCATION: LOCATION OUTSIDE AVONDALE *

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

SALT RIVER EXTRACTION
3230 E BROADWAY #235
PHOENIX AZ 85010

ISSUED BY: Erin E. Artz
City of Avondale
11465 W CIVIC CENTER DR
AVONDALE AZ 85323-6803



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
November 06, 2012

PERMIT
MC-803338-P
U.S. DOT No. 1460676
SALT RIVER EXTRACTION LLC
MESA, AZ

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PMO



Janice K. Brewer
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street, Phoenix, Arizona 85007
(602) 771-2300 www.azdeq.gov



Henry R. Darwin
Director

REF#GIS&IT12-0409
August 29, 2012

Gary Pedersen
SALT RIVER EXTRACTION, LLC
PO BOX 22273
MESA, AZ 85277

RE: RCRA EPA ID number: AZR000512343 is assigned to:

SALT RIVER EXTRACTION, LLC
3935 E Palm St
Mesa, AZ 85215-1116

Your facility is listed as: Not a Generator, Transporter of Hazardous Waste (TRN).

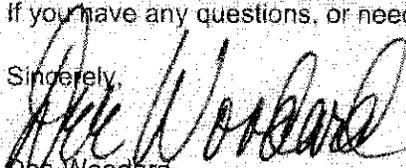
This EPA ID number is site-specific and is to be used for the regulated (RCRA) waste activity at the above site only. If there are any changes to the information regarding the above site submitted on the EPA RCRA Subtitle C Site Identification Form (Form 8700-12), you must notify Arizona by sending a new 8700-12. Each section of the 8700-12 must be filled out completely.

If your facility has a change of location, do not use the EPA ID number assigned to this location to manifest RCRA waste at the new location. Before generating RCRA waste at the new location, you must apply for an EPA ID by sending an 8700-12 for the new location. Your new location will be assigned an EPA ID number specific to that site.

In the future if your facility's RCRA waste activity at this site stops because of closure or change of location, then send a letter requesting deactivation of the EPA ID number assigned to this location. The deactivation letter should be on company letterhead. Include the following information regarding this location: the EPA ID number to be deactivated, name of facility, location or address of facility, the date that regulated waste activity stopped, and an original ink signature.

If you have any questions, or need assistance, please contact Dee Woodard at (602) 771-4232.

Sincerely,


Dee Woodard
P&PS II
GIS & IT Unit

Southern Regional Office
400 West Congress Street, Suite 433, Tucson, AZ 85701
(520) 628-6733

Printed on recycled paper

EXHIBIT D
TO
INVITATION FOR BIDS NO. PW 14-038

[References]

See following page.

REFERENCES

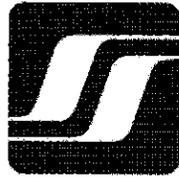
Brine Waste Hauling-Disposal Services
PW 14-038

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: ARIZONA WATER COMPANY
 Address: 3805 N BLACK CANYON HWY
 City/State/Zip Code: PHOENIX, AZ 85015
 Contact: REGINA LYNDE
 Telephone Number: 602-240-6860
 Date of Contract Initiation: 7/1/07 Contract Expiration Date: 7/1/15
 Project Description: BRINE WATER & ARSENIC SLUDGE TRANSPORTATION & DISPOSAL
 Contract Value: \$ 6,000,000 Annual Amount \$ 800,000

2. Company: CITY OF SURPRISE
 Address: 16000 N CIVIC CENTER PLAZA
 City/State/Zip Code: SURPRISE, AZ 85374
 Contact: STEVE HOLMES
 Telephone Number: 805-478-1129
 Date of Contract Initiation: 6/1/2010 Contract Expiration Date: 6/1/15
 Project Description: ARSENIC SLUDGE TRANSPORTATION & DISPOSAL
 Contract Value: \$ 250,000 Annual Amount \$ 50,000

3. Company: TOWN OF, BUCKEYE WATER RESOURCES
 Address: 423 ARIZONA EASTERN AVE
 City/State/Zip Code: BUCKEYE, AZ 85326
 Contact: DAVE DEPAULO
 Telephone Number: 623-236-4094
 Date of Contract Initiation: 9/1/2011 Contract Expiration Date: 9/1/15
 Project Description: BRINE WATER & ARSENIC SLUDGE TRANSPORTATION & DISPOSAL
 Contract Value: \$ 140,000 Annual Amount \$ 35,000



SRE TRANSPORTATION
Environmental Transportation Services

Additional References

SRE Transportation (SRE) was started in 2005 as Salt River Extraction to provide media and waste disposal services for the growing ground water treatment industry. Managing millions of gallons per year, SRE worked closely with numerous municipalities, engineering firms and operating companies. SRE quickly gained recognition as a qualified, technical and diverse transportation and services company.

SRE now operates throughout AZ, CA, NV & TX and has expanded to provide comprehensive services to a wide variety of customers and industries. We manage all types of industrial solid, sludge and liquid waste streams for municipalities, manufacturers, engineering companies and environmental contractors.

By utilizing our large fleet of specialized equipment, along with our expertise and industry knowledge, our goal at SRE is to ensure that every day our customers are provided with superior equipment, experienced & trained personnel and the highest quality service.

Town of Gilbert
2998 E Elliot Rd
Gilbert, AZ 85234
480-266-6327
Brine Water Transportation & Disposal

Community Water
1501 S La Canada Drive
Green Valley, AZ 85622
520-349-0479
Arsenic Sludge Transportation & Disposal

Layne Christenson
3804 E Watkins St,
Phoenix, AZ 85034
(602) 345-8600
Arsenic Sludge Transportation & Disposal

City of Buckeye Waste Water Department
21760 W Watkins
Buckeye AZ 85326
623-349-6800
Waste Water Transportation

Epcor Water
19820 N 7th St # 201
Phoenix AZ 85024
(623) 445-2400
Arsenic Sludge Transportation & Disposal

Fountain Hills Sanitary District
16941 E. PEPPERWOOD CIRCLE
Fountain Hills AZ 85268
480-889-6285
Bio-Solids Transportation

EXHIBIT E
TO
INVITATION FOR BIDS NO. PW 14-038

[Acknowledgment of Addenda received, if any]

See following page(s).

INVITATION FOR BIDS

BRINE WASTE HAULING-DISPOSAL SERVICES PW 14-038

Addendum No. 1

Date: August 25, 2014

From: Leo Scheid, City Representative

Subject: Addendum No. 1 to Solicitation No. PW 14-038

Bid Deadline: **September 11, 2014**, (REVISED) 3:00 p.m. (local time, Phoenix, Arizona)

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids document prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached "Acknowledgment of Addenda Received" form. This acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of modifications to the Solicitation Schedule, Exhibit A (Scope of Work) and Exhibit B (Price Sheet).

ADDENDUM

1. The solicitation schedule is revised as follows:

MANDATORY	September 2, 2014
Prospective Bidders' Conference:	9:00 a.m. (local-time, Phoenix, Arizona) Avondale City Hall 11465 West Civic Center Drive Avondale, Arizona 85323 (Site visit of the properties will be held immediately following the Prospective Bidders' Conference. Attendance to site visit is optional.)
Final Date for Inquiries:	September 4, 2014
Bid Deadline:	September 11, 2014 3:00 p.m. (local-time, Phoenix, Arizona)
Bid Opening:	September 11, 2014 3:00 p.m. (local-time, Phoenix, Arizona)

2. Exhibit A (Scope of Work) is deleted in its entirety and replaced with the Scope of Work attached hereto as Exhibit 1 and incorporated herein by reference, which contains revisions to paragraphs 1, 2.11, 2.13 and the addition of 2.16.
3. Exhibit B (Price Sheet) is deleted in its entirety and replaced with the Price Sheet attached hereto as Exhibit 2 and incorporated herein by reference.

EXHIBIT 1
TO
ADDENDUM NO. 1
TO
INVITATION FOR BIDS NO. PW 14-038

[Scope of Work]

See following pages.

SCOPE OF WORK

Brine Waste Hauling-Disposal Services PW 14-038

1. Introduction.

The City is seeking a licensed Contractor, who has owned and operated a liquid waste removal company for a minimum of five years, to remove, transport and dispose of non-hazardous liquid waste from the City facilities listed below to a City-approved landfill site (the "Services"). An estimated 550,000 gallons of brine waste solution and 50,000 gallons of arsenic sludge (collectively, the "Liquid Waste") will be removed and disposed of annually. Preference will be given to Contractors who are able to perform the Services for all the Liquid Waste.

2. Scope of Work.

2.1 Contractor must have all licenses and permits required by federal, state and local agencies and provide copies with their bid submittal.

2.2 Contractor shall perform the Services in a manner, and with equipment, that is in compliance with all applicable federal, state and local rules and regulations, including Environmental Protection Agency ("EPA") standards.

2.3 Contractor shall perform the Services as scheduled by the City, which will normally be Monday through Thursday between the hours of 6:00 a.m. and 2:00 p.m., although occasionally the Services may be needed on Fridays between the hours of 6:00 a.m. and 12:00 p.m. The Services shall also be available on Saturdays between 6:00 a.m. and 12:00 p.m., as requested by the City with 24 hours' advance notice. The City shall not be responsible for any extra compensation for overtime hours.

2.4 Contractor shall remove and transport Liquid Waste from the following City facilities (collectively, the "Facilities" and individually "Facility"):

- A. Northside Arsenic Treatment Facility, 3850 North El Mirage Road.
- B. Gateway Nitrate Removal Facility, 1960 North 99th Avenue.
- C. Northeast Nitrate Removal Facility, 3100 North 107th Avenue.

2.5 Contractor's technicians shall provide the non-hazardous waste manifest to the designated Facility representative at the time the Liquid Waste is removed.

2.6 Contractor shall perform the Services in all weather conditions and be fully responsible for the proper handling, transportation and disposal of the Liquid Waste.

2.7 Contractor shall guarantee all equipment and materials are used according to the specified guidelines and recommendations in the manufacturer's warranty.

2.8 The City shall determine the method used for Liquid Waste volume accountability. Contractor shall cooperate fully with City requests for inspection and monitoring frequency.

2.9 When performing the Services, Contractor shall keep the Facilities clean and free of waste materials, trash and debris at all times. The Contractor shall not use City property as a work area to service its vehicles or for Liquid Waste storage. Any cost of clean-up incurred by the City resulting from Contractor's actions will be deducted from monies owed the Contractor.

2.10 Contractor shall keep legible and detailed records of the Services performed and shall supply the City with accurate reports containing the date, quantity and type of Liquid Waste removed for EPA documentation.

2.11 Contractor shall provide the City with detailed monthly invoices (preferably electronic), which include the following information:

- A. Name of Facility representative that placed the service call.
- B. Date and description of Services performed, including quantity and type of Liquid Waste removed.
- C. Facility serviced.
- D. Name of Contractor's technician(s).
- E. Facility arrival and departure times.
- F. Transport manifest.
- G. Disposal Facility weight ticket(s).

2.12 All documents and invoices shall be submitted to the Contract Manager at:

City of Avondale Municipal Operations Service Center
399 East Lower Buckeye Road
Avondale, Arizona 85323

2.13 Contractor shall be responsible for all transportation and disposal fees.

2.14 Contractor's price shall not include any stand-by fees.

2.15 If at any time the Contract Manager or Facility representative expresses dissatisfaction with the technician(s) or Services performed, Contractor will remedy the situation immediately.

2.16 Contractor shall remove, transport and dispose of wastes at the landfill facility (the "Landfill Facility") specified on the Price Sheet, attached hereto as Exhibit 2 and incorporated herein by reference. Contractor may utilize an alternate facility (the "Alternate Facility") if the Landfill Facility is unable to accept deliveries due to an unforeseen event or unavoidable emergency. The Alternate Facility must (a) demonstrate the ability to handle both the volume and type of waste load generated by the City, (b) meet all federal, state and local regulations and (c) be approved by the City in writing prior to use.

3. Contractor Personnel Requirements.

3.1 Contractor shall designate a representative who will oversee the technicians assigned to this Contract and train them on the layout of the Facilities.

3.2 Contractor shall utilize qualified technicians to perform the Services. Helpers and/or non-technical personnel may assist only when accompanied by a trained, certified supervisor.

3.3 Contractor's technicians shall report to the City's Facility representative prior to commencing the Services.

- 3.4 Contractor's personnel must wear identification at the Facilities.
- 3.5 Contractor's personnel shall meet or exceed current EPA work practice standards.

EXHIBIT 2
TO
ADDENDUM NO. 1
TO
INVITATION FOR BIDS NO. PW 14-038

[Price Sheet]

See following page.

PRICE SHEET

Brine Waste Hauling-Disposal Services
PW 14-038

NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.

Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1.	Brine waste solution removal, transport and disposal	550,000	Gallon	\$0.17	\$93,500
	Landfill Facility for brine waste: Name: <u>BUTTERFIELD LANDFILL / SWR LANDFILL</u> Address: <u>MOBILE, AZ 85239 BUCKEYE AZ 85326</u>				
2.	Arsenic sludge removal, transport and disposal	50,000	Gallon	\$0.17	\$8,500
	Landfill Facility for arsenic sludge: Name: <u>BUTTERFIELD LANDFILL / SWR LANDFILL</u> Address: <u>MOBILE, AZ 85239 BUCKEYE AZ 85326</u>				
3.	Additional Costs (to be specified by Contractor; include any fuel surcharges):				
4.	<u>FUEL SURCHARGE</u>	<u>600,000</u>	<u>GALLON</u>	<u>\$0.014</u>	<u>\$8,400</u>
5.					
6.					
	<u>SRE RESERVES THE RIGHT TO SHIP BRINE WASTE & ARSENIC SLUDGE TO ALTERNATE PERMITTED FACILITY IF APPROVED BY THE CITY OF AVONDALE.</u>				
			TOTAL*		<u>\$110,400</u>

*All bids are presumed to include all applicable taxes.

Company Name: SALT RIVER EXTRACTION

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS**

**BRINE WASTE HAULING DISPOSAL SERVICES
PW 14-038**

Addendum No. 1

SALT RIVER EXTRACTION, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in
formulating the Vendor's Offer.

Brad Vandersee, 9/10/ 2014
Signed Date

BRAD VANDERSEE
Print Name

MANAGER
Title

SALT RIVER EXTRACTION
Company Name

3230 E BROADWAY, C-235
Address

PHOENIX AZ 85040
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT F
TO
INVITATION FOR BIDS NO. PW 14-038

[Work Orders]

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

City of Avondale
 IFB PW 14-038 Brine Waste Hauling-Disposal Services
 Bid Opening Date: September 11, 2014

Description	Est. Quantity (Gallons)	Clean Harbors		Chemical Transportation		MRE Environmental		Salt River Extraction	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Brine Waste Solution Removal, Transport, Disposal	550,000	\$ 0.55	\$ 302,500.00	\$0.23	\$ 126,500.00	\$0.209	\$ 114,950.00	\$ 0.17	\$ 93,500.00
Arsenic Sludge Removal, Transport, Disposal	50,000	\$ 0.98	\$ 49,000.00	\$0.22	\$ 11,000.00	\$0.209	\$ 10,450.00	\$ 0.17	\$ 8,500.00
TOTAL BASE BID		\$ 1.53	\$ 351,500.00	\$0.45	\$ 137,500.00	\$0.418	\$ 125,400.00	\$ 0.34	\$ 102,000.00
Additional Costs		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Fuel Surcharge (Gallons)	600,000	No bid	No bid	No bid	No bid	No bid	No bid	\$0.014	\$ 8,400.00
Tank Wash	116	\$225.00	\$26,100.00	No bid	No bid	No bid	No bid	No bid	No bid
Demurrage (Hour)	TBD	\$98.00	TBD	No bid	No bid	No bid	No bid	No bid	No bid
Weekend/Holiday Service Surcharge	TBD	50%	TBD	No bid	No bid	No bid	No bid	No bid	No bid
GRAND TOTAL			\$ 377,600.00		\$ 137,500.00		\$ 125,400.00		\$ 110,400.00
Submittal Requirements									
Signed Offer Sheet		Yes			Yes		Yes		Yes
Licenses		Yes			Yes		Yes		Yes
Substitution Requests		Yes			Yes		Yes		Yes
Key Personnel		Yes			Yes		Yes		Yes
References		Yes			Yes		Yes		Yes
Complete Bid Sheet		Yes			Yes		Yes		Yes
Complete Addendum		Yes			Yes		Yes		Yes

Completed by: Loretta Browning




CITY COUNCIL AGENDA

SUBJECT:

Resolution 3218-1014 - Memorandum of Understanding - City of Phoenix for National Integrated Ballistic Information Network

MEETING DATE:

10/6/2014

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 a resolution authorizing the Avondale Police Department's participation in a Memorandum of Understanding (MOU) with the Phoenix Police Department to schedule and use their National Integrated Ballistic Information Network (NIBIN).

BACKGROUND:

NIBIN is a national program involving the use of automated ballistic imaging. Through the use of this technology, crimes involving the use of the same firearm, previously not known to investigators, can be linked together providing valuable leads and intelligence.

The Phoenix Police Department is one of only four law enforcement agencies in Arizona to possess the NIBIN acquisition and analysis equipment. The use of this equipment is guided by an MOU entered into by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives and Phoenix Police Department. This MOU provides the guidelines for NIBIN system usage and scope of participation.

DISCUSSION:

The Avondale Police Department was granted a seat in an upcoming NIBIN certification training to certify our employee to perform NIBIN entries and correlations. Upon successfully completing the training, the Avondale Police Department, through our certified employee, will be permitted to participate in the NIBIN program.

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the Avondale Police Department's participation in a Memorandum of Understanding (MOU) with the Phoenix Police Department to schedule and use their National Integrated Ballistic Information Network (NIBIN).

ATTACHMENTS:

Description

[Resolution 3218-1014](#)

RESOLUTION NO. 3218-1014

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX RELATING TO THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK.

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

SECTION 1. The Memorandum of Understanding between the City of Avondale and the City of Phoenix, relating to the use of the National Integrated Ballistic Information Network equipment and software (the “MOU”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the MOU 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, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3218-1014

[MOU]

See following pages.



City of Phoenix
OFFICE OF THE POLICE CHIEF

July 14, 2014

Dale Nannenga, Chief
Avondale Police Department
11485 West Civic Center Drive
Avondale AZ 85323

Dear Chief Nannenga:

The National Integrated Ballistic Information Network (NIBIN) is a national program involving the use of automated ballistic imaging. Through the use of this technology, crimes involving the use of the same firearm, previously not known to investigators, can be linked together providing valuable leads and intelligence.

The Phoenix Police Department is one of only four law enforcement agencies in Arizona to possess the NIBIN acquisition and analysis equipment. The use of this equipment is guided by a Memorandum of Understanding (MOU) entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and Phoenix Police Department. This MOU provides the guidelines for NIBIN system usage and scope of participation. In the spirit of teamwork and information-sharing, the Phoenix Police Department encourages NIBIN participation of other law enforcement agencies in Arizona.

Your agency has one or more personnel who have attended NIBIN certification training and are authorized to utilize the NIBIN equipment. The Phoenix Police Department is requesting that all agencies with NIBIN-certified personnel who utilize the NIBIN equipment housed at the Phoenix Police Department enter into an inter-agency MOU to set forth the agreed upon procedures for management, accountability, direction, authority and liabilities of the parties in conjunction with this effort.

This MOU, along with the DOJ/ATF MOU, is attached for your review and signature. Upon completion, please return the original, signed copy to Sergeant Brandon Huntley at 620 W. Washington Street, Phoenix, AZ 85003. Questions can be directed to Sergeant Huntley, 602-262-4829, or Lieutenant Adrian Ruiz, 602-495-5925.

Thank you,

DANIEL V. GARCIA
Chief of Police

Attachments

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PHOENIX POLICE DEPARTMENT
AND
AVONDALE POLICE DEPARTMENT

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Phoenix Police Department (PPD) and the Avondale Police Department, hereinafter referred to as the "parties" is to define the responsibilities of the parties with respect to the scheduling and use of PPD's National Integrated Ballistic Information Network (NIBIN). It sets forth the agreed upon procedures for management, accountability, direction, authority, and liabilities of the parties in conjunction with this effort.

2. BACKGROUND

This MOU is being executed for the purpose of enhancing the parties' efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this agreement to accomplish each party's objective to resolve violent crimes through participation in the NIBIN program.

The parties understand that participation in the NIBIN program is contingent on continued approval from the Bureau of Alcohol, Tobacco and Firearms (ATF) through a MOU between ATF and PPD, which is incorporated by reference into this MOU. The NIBIN network and certain associated computer systems are the property of ATF and the U.S. Government. ATF has granted PPD permission to use the NIBIN network and two computer systems (e.g., one entry station and one analysis station), which are under PPD's operational control. In addition, PPD owns certain computer systems (e.g., two entry stations, three analysis stations, and two data concentrators) and facility space, which are under PPD's exclusive control. As an ATF NIBIN partner, PPD may provide NIBIN network and systems access to another law enforcement agency provided the other law enforcement agency agrees to the same restrictions on the use of the NIBIN network and systems as placed on PPD.

The parties agree that PPD possesses the necessary network access, equipment, space and ballistic facility. The parties recognize that their objectives

are best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

3. SCOPE

This MOU defines the responsibilities of the parties to the agreement.

The parties will be responsible for the following:

- a. Avondale Police Department will provide personnel for the purpose of acquiring, reviewing, and analyzing data. Personnel will be available for training for the proper protocols and procedures for acquiring images of cartridge cases as well as review and analysis of the data.
- b. Avondale Police Department will be responsible for its own evidentiary chain of custody and will provide personnel to conduct their own examinations. No items of evidence will be stored at PPD facilities. Avondale Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.
- c. Avondale Police Department will adhere to any "use of equipment" schedule for routine use, review and analysis to promote efficient and effective operations of any PPD ballistics identification system. In the event of a high profile or urgent case, expedited processing outside of any "use of equipment" schedule may be necessary. The parties agree to communicate with any other affected parties to other PPD NIBIN agreements to ensure minimization of impact to the other parties.
- d. Avondale Police Department will comply with all federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies and the ATF-PPD MOU incorporated by reference into this MOU.
- e. Avondale Police Department will adhere to the same restrictions on the use of the NIBIN program, network, or systems that have been placed upon PPD under the ATF-PPD MOU. This includes, but is not limited to, clauses in the ATF-PPD MOU regarding the scope of the NIBIN program, publicity, disclosure of information related to NIBIN, and personnel and training requirements. These requirements are set forth under the ATF-PPD MOU incorporated by reference into this MOU.

4. FUNDING

Each party to this MOU shall be responsible for its own costs associated with implementing its requirements under this MOU. Any expenditure of funds is subject to the availability of said funds.

5. DISCLOSURE AND USE OF INFORMATION

The parties agree to the following disclosure and use policy. The parties may share information with each other in accordance with the rules of its own agency. Information which is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

6. SETTLEMENT OF DISPUTES

Disagreements between the parties arising under or related to this MOU will be resolved by consultation between the parties and will not be referred to a Federal or State court or entity for settlement. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of PPD and Avondale Police Department personnel involved, the matter in dispute will be referred to the parties' respective headquarters for resolution. This section does not affect PPD's right to seek indemnification under Paragraph 9 below.

7. COORDINATION AND DECONFLICTION

If analysis of a shell casing identifies a potential high confidence candidate that crosses regional jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance the investigation.

The parties will coordinate and deconflict through their representatives prior to taking operational action based in whole or in part from information received or derived from another party pursuant to this MOU.

8. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

With regard to amendment, termination, entry into force, and duration of this agreement the following procedures apply:

- a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.
- b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate

this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.

- c. Either party may terminate this MOU upon 30 days written notification to the other party.

In the event of such termination, the following rules apply:

- a. The termination party will continue to participate up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All information and rights therein received under the provisions of the MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

9. INDEMNIFICATION

Avondale Police Department agrees to defend, indemnify and hold harmless PPD, including its employees and officers, for any and all claims, suits, causes or action, damages, or the like or for the cost incurred in any adjudication or settlement of the foregoing. This includes, but is not limited to, attorney's fees and costs, which may arise from any alleged use or misuse of documents, equipment, facilities or information provided by PPD pursuant to this MOU, or by any negligent or willful and wanton act or omission on the part of Avondale Police Department. This also specifically includes any costs incurred to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

10. DURATION

This MOU will be effective upon signature of both parties and will remain in effect for five years. It may be extended by mutual written consent of the parties' authorized representatives.

11. ENTIRE AGREEMENT

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

In witness thereof, the parties have hereby executed this Memorandum of Understanding this _____ day of _____, 2014, by their duly authorized representative

FOR THE AVONDALE POLICE DEPARTMENT

Signature

Date

Name:

Title:

Location:

APPROVED AS TO FORM:

[Insert Title of Participating Agency Counsel)

Date

FOR THE PHOENIX POLICE DEPARTMENT

Signature

Date

Name:

Title:

Location:

APPROVED AS TO FORM:

Acting City Attorney

Date

138374--0

MEMORANDUM OF UNDERSTANDING

Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the "City of Phoenix Police Department" Regarding the National Integrated Ballistic Information Network

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the City of Phoenix Police Department hereinafter collectively referred to as "the parties," and the "PPD," referred to as the "NIBIN Partner." This MOU establishes and defines a partnership between the parties that will result in an ATF National Integrated Ballistic Information Network (NIBIN) system installation, operation, and administration for the collection, timely analysis, and dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters, and refer them for prosecution.

AUTHORITY

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, the Gun Control Act of 1968 (as amended), 18 U.S.C. Chapter 44.

BACKGROUND

The ATF NIBIN Program uses an integrated investigative approach that works in concert with other Federal, State, tribal, and local law enforcement agencies in combating firearms-related violence using ballistic imaging technology to compare images of ballistic evidence obtained from crime scenes and firearms. The mission of the program is to reduce firearms violence through aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns.

SCOPE

Participation in this program is expressly restricted to the sharing of ballistic imaging of firearms data associated with crimes recovered by any law enforcement agency in the United States and international law enforcement partners who have entered into agreements with ATF to share ballistic data. ATF may work with our international law enforcement partners to search their networks in an effort to identify a gun in their data base against a crime gun in ATF's NIBIN network.

NIBIN systems may be used only for imaging of ballistic evidence and test fires of firearms illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime. Ballistics information and/or evidence from firearms taken into law enforcement custody through a Gun Buy Back Program, property damage crimes involving firearms, found or abandoned firearms, and domestic disturbances are permitted for entry in the NIBIN database.

An ATF-owned NIBIN unit will not be used to capture, share, or store ballistic images acquired at the point of manufacture, importation, sale, or law enforcement-issued firearms not associated with crimes. The NIBIN system/database does not store information related to firearms owners or registration.

APPLICABLE LAWS

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

MODIFICATIONS AND TERMINATIONS

This MOU shall not affect any pre-existing or independent relationships or obligations between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Except as provided herein, this MOU may be modified or amended only by written mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the thirtieth calendar day following notice, unless an alternative date is agreed upon.

If either party terminates this MOU, ATF will retain its interest in the electronically stored information contained in the database and any ATF-deployed NIBIN system. ATF agrees to provide to the NIBIN Partner an electronic copy of the data collected by the NIBIN Partner, subject to Federal law and regulation.

LIABILITY

The NIBIN Partner hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by the operation and use by City of Phoenix Police Department of any NIBIN system or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN Program.

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

ATF-DEPLOYED SYSTEM INSTALLATION

The NIBIN Partner hereby agrees and acknowledges that all ATF-deployed NIBIN systems shall remain the property of ATF and the U.S. Government. ATF agrees to provide, install, and maintain all ATF-deployed NIBIN systems for use by the NIBIN Partner and any other law enforcement agencies served by or in partnership with the

NIBIN Partner. Should the installation of the NIBIN system require physical construction at the site, the NIBIN Partner will be responsible for such construction and any associated costs. If a system is to be moved to allow additional access outside of a laboratory, ATF will work with our Partner to ensure the appropriate protocols are put into place to ensure the integrity of crime gun evidence along with maximum use of the equipment.

ATF-DEPLOYED SYSTEM MAINTENANCE

ATF will maintain all ATF-deployed NIBIN systems furnished to the NIBIN Partner and repair or replace inoperable or outdated systems in an expeditious manner, subject to availability and funding. However, maintenance and repairs required as the result of unauthorized movement, alteration, damage, or destruction will not be assumed by ATF. The NIBIN Partner agrees not to make or cause to be made any repairs, alterations, movements, additions, improvements, or replacements to the NIBIN systems not expressly authorized in writing by ATF in advance, and further agrees to exercise due care in every respect to prevent system movement, damage, destruction, or misuse.

ATF-DEPLOYED SYSTEM USAGE

Because the NIBIN Program focuses on the reduction of firearms-related violent crimes the NIBIN Partner shall enter all eligible ballistic evidence recovered from crime scenes as timely as possible. In addition, the NIBIN Partner shall enter into NIBIN test-fire cartridge casings from eligible firearms taken into Law Enforcement custody as timely as possible. All NIBIN Partner owned NIBIN equipment will be held to same standards as ATF-deployed systems. NIBIN Partners may not charge other law enforcement agencies for the entry of evidence into ATF-owned or ATF-maintained automated ballistics technology used in the NIBIN Program.

ATF – DEPLOYED SYSTEM REMOVAL

ATF retains the right to remove a NIBIN system upon: (1) a determination that the equipment is being neglected or misused; (2) is not being effectively used to combat violent crime; (3) receipt of written notification of the termination of the participation of the NIBIN Partner in the NIBIN Program; (4) termination of the NIBIN Program by ATF; (5) the cancellation of this MOU by ATF; or (6) failure to comply with any obligations or requirements set forth in this MOU.

If ATF intends to remove a NIBIN system from the NIBIN Partner, ATF will provide written notice.

SYSTEM MOVEMENT

ATF authorizes NIBIN system moves only with ATF written approval to our Partner. Any movement of the NIBIN system after the initial installation will be accomplished at the expense of the NIBIN Partner and only after receipt of authorization by, and coordination, with FTL. In order to realize maximum use of the equipment, it should be placed where trained personnel can expeditiously enter evidence. ATF will work with

each partner to realize optimal placement of equipment to obtain actionable investigative leads.

In the event of a natural disaster, ATF will work with our NIBIN Partner to safeguard the NIBIN equipment.

Due to communication line installation/move requirements, NIBIN Partners must provide a minimum of 60 days advance notice to ATF and the NIBIN system manufacturer before the intended move of a NIBIN system.

In the event of unauthorized movement, alteration, damage, or destruction of any NIBIN system caused by its employees, contractors, or any other person under its control, the NIBIN Partner agrees to assume the cost of replacement or repairs of the equipment.

The NIBIN Partner agrees to report to ATF, within 5 working days, any incident involving the following: an unauthorized movement, alteration, damage, or destruction of ATF-deployed NIBIN systems, any unauthorized use of NIBIN systems or the unauthorized release of data related to the NIBIN Program.

COMMUNICATION LINES

ATF will provide and support primary communication lines necessary for connecting NIBIN systems to the NIBIN network.

SECURITY

The NIBIN Partner will comply with all ATF, DOJ and/or other Federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies. ATF will promptly notify the NIBIN Partner should these requirements change. All NIBIN sites will not knowingly allow a person to access the NIBIN network using another person's User ID and Password.

The NIBIN Partner agrees to conduct criminal background checks, including fingerprint checks, of all NIBIN users. Upon successful completion of these background checks, the NIBIN Partner will notify ATF's NIBIN Branch in writing.

AUDITS

ATF and the NIBIN Partner acknowledge their understanding that the operations described in this MOU are subject to audit by ATF, DOJ, the Office of the Inspector General, the General Accountability Office and other auditors designated by the U.S. Government regardless if the system is funded by the NIBIN Partner or ATF. Such audits may include reviews of all records, performance measurements, documents, reports, accounts, invoices, receipts, or other evidence of expenditures related to this MOU and the NIBIN Program.

Further, all parties hereby agree to allow auditors to conduct one or more in-person interview(s) of any and all personnel the auditors have determined may have knowledge relevant to transactions performed or other matters involving this MOU and the NIBIN Program.

The NIBIN Partner hereby acknowledges its understanding that, for accounting purposes, that the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget Circular A-87, revised (available via the OMB, the Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>.)

PERSONNEL AND TRAINING

Prior to the execution of this MOU and a NIBIN system installation, the NIBIN Partner must employ, or have access to, a technical person capable of performing forensic microscopic comparison of bullet and cartridge evidence.

The NIBIN Partner agrees to provide and maintain sufficient personnel to operate the NIBIN system and agrees to allow use of the equipment by ATF personnel or our representatives to support the program at the host location. This MOU should not be construed to require the hiring of any new personnel, except at the discretion of the NIBIN Partner. If the NIBIN Partner determines that additional personnel resources are required, all costs associated with this hiring will be borne by the NIBIN Partner. All users of the equipment must satisfy the same requirements as other NIBIN users and be properly trained, qualified and approved in advance by ATF.

Following basic entry training, ATF will verify trainee competency before authorizing network access. Individuals trained internally by a NIBIN Partner will not be certified as appropriately trained until they successfully pass a competency test administered by ATF.

The NIBIN Partner may provide access to the NIBIN system under its operational control to another law enforcement agency. Any such other law enforcement agency agrees to the same restrictions placed upon the NIBIN Partner by this MOU. However, the NIBIN Partner agrees to assume full liability and responsibility for the administration of such access.

Access to the NIBIN system will be under the management and control of the NIBIN Partner. The NIBIN Partner will ensure that only trained, cleared and qualified personnel have access to the NIBIN system.

Participating agencies will develop the appropriate standard operating procedures to ensure all eligible ballistic evidence will be submitted for NIBIN.

COORDINATION

ATF and the NIBIN Partner agree to adhere to standardized procedures and policies for collecting, handling, documenting, transporting and preserving firearms, bullets, casings and any similar evidence submitted for analysis and input into NIBIN.

ATF and the NIBIN Partner similarly agree to adhere to standardized procedures and policies for the source data collection, input, exchange and protection of information, to include information as to the location where ballistic evidence was collected, the circumstances under which it was collected and all crimes to which the firearm(s) or other ballistic evidence is linked.

ATF and the NIBIN Partner agree to cooperate in the development and implementation of data entry protocols and quality assurance procedures for the NIBIN Program. ATF further agrees to cooperate with all participants in the NIBIN Program to establish model standards, protocols, and procedures for the users of the network. Such protocols will be applicable as they are implemented.

The NIBIN Partner will require all participating law enforcement agencies to adhere to the protocols, procedures, policies and quality assurance standards as established above.

The NIBIN Partner agrees to provide ATF with access to all information, reports and any other relevant information regarding crimes related to evidence entered into the system as well as monthly reports outlining historical, statistical and case adjudication information on the use and results of the use of the NIBIN Program and/or system and the related services provided by ATF and the system manufacturer in order to ensure the capturing of required performance management information. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress and the public on NIBIN results. Additionally, ATF will collect information for results-oriented performance measures.

PUBLICITY

Any NIBIN Partner who becomes aware of, or participates in, publicity related to the NIBIN system and investigations within their jurisdiction should advise ATF of same within 48 hours.

DISCLOSURE OF INFORMATION RELATED TO NIBIN

No disclosure of information that requires extraction of data from the NIBIN data base shall be made without express authorization from ATF except for when the information is to be used for a criminal investigation or prosecution.

INCORPORATION OF APPENDIX

The Appendix to this MOU includes definitions of terms used. Because these requirements may change over time due to technological advances, security enhancements, budgetary matters, etc., the Appendix may be updated. Parties to the MOU agree and understand that the Appendix is incorporated by reference as if fully stated herein. Execution of the MOU constitutes agreement to abide by the requirements and protocols set forth in the Appendix.

SIGNATORIES

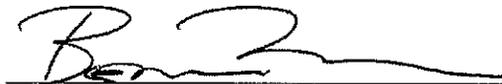
The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by the ATF Special Agent in Charge and the NIBIN Partner signature.

AGREEMENT

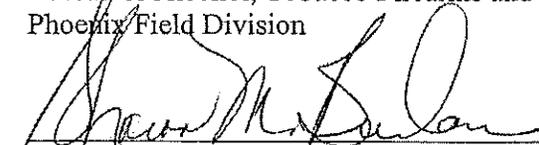
ATF and the NIBIN Partner hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NIBIN Program. In witness thereof, the parties have hereby executed this MOU this 20th day of May, 2014.



Daniel V. Garcia
Police Chief
City of Phoenix Police Department
620 W. Washington Street
Phoenix, AZ 85003



Bernard J. Zapor
Special Agent in Charge
Bureau of Alcohol, Tobacco Firearms and Explosives
Phoenix Field Division

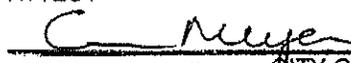


Sharon M. Buchanan, Chief, NIBIN Branch
Firearms Operations Division
Bureau of Alcohol, Tobacco, Firearms and Explosives



CITY CLERK DEPT.
2014 MAY 30 PM 1:58


Approved as to form.
ACTING City Attorney

ATTEST

CITY CLERK

Appendix

TERMS

Acquisition - An entry of a ballistic image

ATF - Bureau of Alcohol, Tobacco, Firearms and Explosives, a principal law enforcement agency within the U.S. Department of Justice (DOJ).

Bullets - Designated calibers of projectiles fired from rifles, revolvers and pistols.

Cartridge Casings - Designated metal casings from cartridges fired from rifles, shotguns, revolvers and ejected from pistols.

Correlation - Automated data comparison of signature images to a database.

Crime Gun - Any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime or act of terrorism.

Found and Abandoned Firearms - Firearms seized/retained by law enforcement and entered into property that are not readily identified as being possessed by a specific individual at the time they come into the custody of law enforcement. "Found or Abandoned Firearms" are seized/retained and entered into property when the seizing law enforcement official can articulate a potential connection to crime.

NIBIN Network - An ATF-designed and maintained system of interconnected computer systems and terminals used in support of the NIBIN Program.

NIBIN Program - The integration of aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns utilizing automated ballistics technology.

NIBIN System - Refers to integrated ballistic imaging, analysis, and information processing system for use with automated ballistics technology.

Performance Measurements - Various management instruments used to evaluate program effectiveness in successfully removing shooters and their crime gun sources.

Potential Candidate for Confirmation - Two bullets or cartridges cases displaying sufficient similarity during a correlation review such that the items should be compared using traditional comparative microscopy by a trained firearm examiner to determine if they can be associated to the same firearm.

Security Requirements - Types and levels of protection necessary for equipment, data, information, applications, and facilities to meet security policies.

Security Policies - The set of laws, rules, directives and practices that regulate how an organization manages, protects and distributes controlled information.

Timely – Strive to make evidence entries within 48 hours and return potential candidate for confirmation for investigative follow up. Timely entries are critical to aid in the speedy identification of shooters and others involved in firearms related crimes so that they do not remain on the street to commit additional violent crime.

Volunteers – Individuals who have chosen to perform gratuitous services and have entered into an agreement with the local NIBIN Partner agency addressing all issues of confidentiality, costs, and a waiver of all claims against the Federal government.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3220-1014 - Cooperative Purchasing Agreement - National Purchasing Partners

MEETING DATE:

10/6/2014

TO: Mayor and Council

FROM: Paul Adams, Fire & Medical, Chief of Department

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests the Mayor and City Council adopt a resolution approving an Cooperative Purchasing Agreement with National Purchasing Partners to allow the purchase of goods and services under previously solicited purchasing contracts.

BACKGROUND:

The City has entered into similar agreements in the past for cooperative purchasing. In June of 2006 the city council entered into an intergovernmental agreement with the Houston-Galveston Area Council (HGAC) which allowed the city to take advantage of cooperative purchasing contracts that had been established by the HGAC. This arrangement has been used very successfully over the years in the purchase of fire apparatus and other goods saving the city both time and money.

DISCUSSION:

National Purchasing Partners (NPP) is a subsidiary of two nonprofit health care systems which provides group purchasing for its members. These services are free to the membership which includes participating public entities throughout North America.

NPP has instituted a cooperative purchasing program, similar to HGAC, under which participating member agencies may reciprocally utilize competitively solicited vendor contracts. The master price agreements provide that all members may purchase goods and services on the same terms, conditions and pricing as the lead contracting agency. The Fire & Medical Department wishes to take advantage of pricing available through NPP for various medical and other emergency service supplies.

BUDGET IMPACT:

There is no cost associated with the adoption of the IGA. Any items purchased from NPP would be done as part of the normal operating budget for the department.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement with National Purchasing Partners to allow the purchase of goods and services under previously solicited purchasing contracts.

ATTACHMENTS:**Description**

[Resolution 3220-1014](#)

RESOLUTION NO. 3220-1014

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A COOPERATIVE PURCHASING AGREEMENT WITH NATIONAL PURCHASING PARTNERS TO PURCHASE GOODS OR SERVICES.

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

SECTION 1. The Cooperative Purchasing Agreement (the “Agreement”) with National Purchasing Partners (“NPP”), authorizing the City to purchase goods or services through NPP contracts, is hereby adopted substantially in 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, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3220-1014

[Agreement]

See following pages.

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization (“Lead Contracting Agency(ies)”) to be supplemented and made a part hereof and participating National Purchasing Partners (“NPP”) government entity members (“Participating Agencies”) that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 900, Seattle, Washington 98101.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD

**CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR
“PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS
APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH
PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of League of Oregon Cities (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of League of Oregon Cities and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: *Ken Hubert*
ITS: *Executive Director*

Date: *2/3/05*

Lead Contracting Agency Contact Information:

Contact Person: *Jennie Messmer*
Address: *P. O. Box 928*

Salem, OR 97308

Telephone No.: *503-588-6550*

Email: *jmessmer@orcities.org*

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3221-1014 - Intergovernmental
Cooperative Purchasing Agreement - Public
Procurement Authority

MEETING DATE:

10/6/2014

TO: Mayor and Council**FROM:** Paul Adams, Fire and Medical Chief (623) 333-6100**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement with Public Procurement Authority to allow the purchase of goods and services under previously solicited purchasing contracts.

BACKGROUND:

The City has entered into similar agreements in the past for cooperative purchasing. In June of 2006 the city council entered into an intergovernmental agreement with the Houston-Galveston Area Council (HGAC) which allowed the city to take advantage of cooperative purchasing contracts that had been established by the HGAC. This arrangement has been used very successfully over the years in the purchase of fire apparatus and other goods saving the city both time and money.

DISCUSSION:

Public Procurement Authority (PPA) is an Oregon public entity which provides group purchasing for its members. These services are free to the membership which includes participating public entities throughout North America.

PPA has instituted a cooperative purchasing program, similar to HGAC, under which participating member agencies may reciprocally utilize competitively solicited vendor contracts. The master price agreements provide that all members may purchase goods and services on the same terms, conditions and pricing as the lead contracting agency. The Fire & Medical Department wishes to take advantage of pricing available through PPA for various medical and other emergency service supplies.

BUDGET IMPACT:

There is no cost associated with the adoption of the IGA. Any items purchased from PPA would be done as part of the normal operating budget for the department.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement with Public Procurement Authority to allow the purchase of goods and services under previously solicited purchasing contracts.

ATTACHMENTS:

Description

[Resolution 3221-1014](#)

RESOLUTION NO. 3221-1014

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE PUBLIC PROCUREMENT AUTHORITY TO PURCHASE GOODS OR SERVICES.

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

SECTION 1. The Intergovernmental Cooperative Purchasing Agreement (the “Agreement”) with the Public Procurement Authority (“PPA”), authorizing the City to purchase goods or services through PPA contracts, is hereby adopted substantially in 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, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3221-1014

[Agreement]

See following pages.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the Lead Contracting Agency (“Public Procurement Authority (PPA)”) and participating government entities (“Participating Agencies”) that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, PPA has entered into a Master Price Agreement with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, the Master Price Agreement provides that Participating Agencies may purchase goods and services on the same terms, conditions and pricing as the PPA, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party’s procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the PPA and may not be appropriate under, or satisfy

Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the PPA or any Participating Agency that desires to purchase from the Master Price Agreement awarded by the PPA.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Public Procurement Authority Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “PPA”.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE PUBLIC PROCUREMENT AUTHORITY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: August 21, 2014

BY: Jeffrey D. Johnson
ITS: Administrator

Public Procurement Authority Contact Information:

Contact Person: Heidi Chames
Address: 25030 SW Parkway Avenue
Suite 330
Wilsonville, OR 97070
Telephone No.: 855-524-4572
Email: questions@procurementauthority.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that PPA shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3222-1014 - Designation of
Emergency Management Agent

MEETING DATE:

10/6/2014

TO: Mayor and Council

FROM: Kevin Artz, Assistant City Manager (623) 333-1013

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests the Council adopt a Resolution designating Erin Hausauer, Emergency Management Officer, as the City's agent to execute applications with the Arizona Department of Emergency and Military Affairs and the Federal Emergency Management Agency (FEMA).

BACKGROUND:

The City of Avondale is susceptible to a wide variety of natural, technological and active threats. Following disasters that impact the City, State and Federal funds may be made available to assist with short and long term recovery and mitigation efforts. The City is required to designate an Applicant Agent and authorize Agent to apply for assistance and execute disaster assistance agreements with State and Federal authorities.

DISCUSSION:

Erin Hausauer was recently hired as the City's Emergency Management Officer, and is the appropriate individual to be designated as the City's agent. The City needs a designated applicant agent prior to requesting public assistance, and having a pre designated Applicant Agent saves time on the back end during a disaster. The following are some of the duties of the applicant agent:

- Applicant Agent receives all correspondence as it relates to the disaster & projects
- Applicant Agent ensures projects are completed within designated time frame
- Applicant Agent ensures projects are completed within approved scope of work
- Applicant Agent submits requests for reimbursement, will also receive reimbursement payment
- Applicant Agent submits requests for Time Extensions
- Applicant Agent receives final correspondence of Applicant/Disaster closeout

BUDGET IMPACT:

No budgetary impact at this time. Upon declaration of emergency or disaster, relief funds may be available to the City of Avondale for expenses incurred during response operations in accordance with Arizona Division of Emergency Management or Federal Emergency Management Agency guidelines.

RECOMMENDATION:

Staff recommends that Council adopt a Resolution designating Erin Hausauer, Emergency Management Officer, as the City's agent to execute applications with the Arizona Department of Emergency and Military Affairs and the Federal Emergency Management Agency for the purpose of obtaining financial assistance under the Disaster Relief Act.

ATTACHMENTS:**Description**

[Resolution 3222-1014](#)

RESOLUTION NO. 3222-1014

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DESIGNATING AN APPLICANT AGENT AND AUTHORIZING THE APPLICANT AGENT TO EXECUTE APPLICATIONS WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE UNDER THE DISASTER RELIEF ACT.

WHEREAS, during times of catastrophic emergency or disaster, the Governor of Arizona or the President of the United States may declare emergencies or disasters that have reimbursable costs for the City of Avondale (the “City”); and

WHEREAS, the City may be eligible to apply for state disaster and federal relief funds through the Arizona Department of Emergency and Military Affairs, Division of Emergency Management and the Federal Emergency Management Agency during the inclusive date(s) of those catastrophic events.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Erin Hausauer, Emergency Management Officer, is hereby designated as the City’s Applicant Agent (the “Agent”) and is hereby authorized to execute for, and on behalf of, the City, an entity established under the laws of Arizona, any applications and all other required documents, and file them in the appropriate state office, for the purpose of obtaining certain financial assistance under the Disaster Relief Act or otherwise available disaster relief funds.

SECTION 3. The Agent is hereby authorized to provide the state and federal units all materials pertaining to disaster assistance applications.

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

PASSED AND ADOPTED by the Council of the City of Avondale, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1558-1014 - Accepting the Dedication
Real Property on the West Side of Dysart Road
North of Madison Street

MEETING DATE:

10/6/2014

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

Staff is requesting that the City Council adopt an ordinance accepting right-of-way dedication on the west side of Dysart Road north of Madison Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On March 3, 2014, the City Council approved Ordinance 1537-314 rezoning the underlying 9.91 acre property from MH (Manufactured Home Park) to R-3 (Multi-Family Residential). Stipulations of that zoning included dedication to the City of 10 foot of right-of-way adjacent to Dysart Road. This dedication by the Housing Authority of Maricopa County is in conjunction with the Madison Heights development plan to redevelop the site with a 143 unit apartment complex.

DISCUSSION:

The right-of-way will be utilized to increase the walkability of the Dysart Road corridor and advance the Dysart Road Beautification project. The property to be dedicated consists of an approximate 330 foot long, 10- foot wide rectangle having an area of 0.0758 acres. This creates a 50 foot wide half street matching existing width dedicated by Agua Fria High School to the south.

BUDGET IMPACT:

Accepting the dedication of the right-of-way will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance accepting right-of-way dedication on the west side of Dysart Road north of Madison Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1558-1014](#)

LOCATION MAP



DYSART ROAD DEDICATION NORTH OF MADISON STREET

ORDINANCE NO. 1558-1014

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR
PUBLIC USE.

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

SECTION 1. The dedication of real property totaling \pm 0.0758 acres, generally located along Dysart Road, north of east Madison Street in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 500-10-008B (the "Property"), as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from the Housing Authority of Maricopa County, a tax-levying public improvement district of the State of Arizona, pursuant to the Special Warranty Deed approved by the Board of Commissioners of the Housing Authority of Maricopa County of as of July 30, 2014.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 6, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1558-1014

[Legal Description and Map]

See following pages.

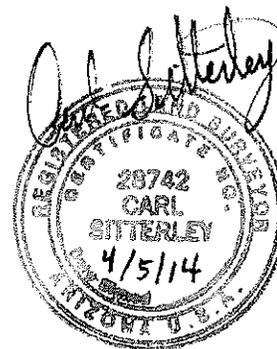
LEGAL DESCRIPTION
HOUSING AUTHORITY OF MARICOPA COUNTY PARCEL
(PART OF APN 500-10-008B)

That portion of the parcel described in Maricopa County Recorders Office (MCR) instrument no. 2008-0013885, located in the Northeast quarter (NE1/4) of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, more particularly described as follows:

The west 10.00 feet of the east 50.00 feet of the South 330.00 feet of the North half of the Southeast quarter of the Northeast quarter of Section 10 (ten), Township 1 (one) North, Range 1 (one) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel contains 3,300 square feet or 0.0758 acres more or less.

Exhibit Map Attached and made a part hereon.

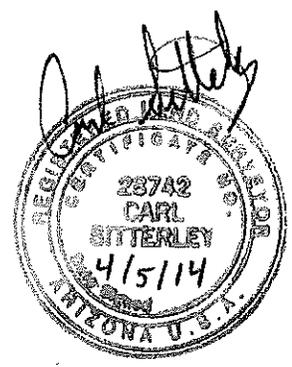
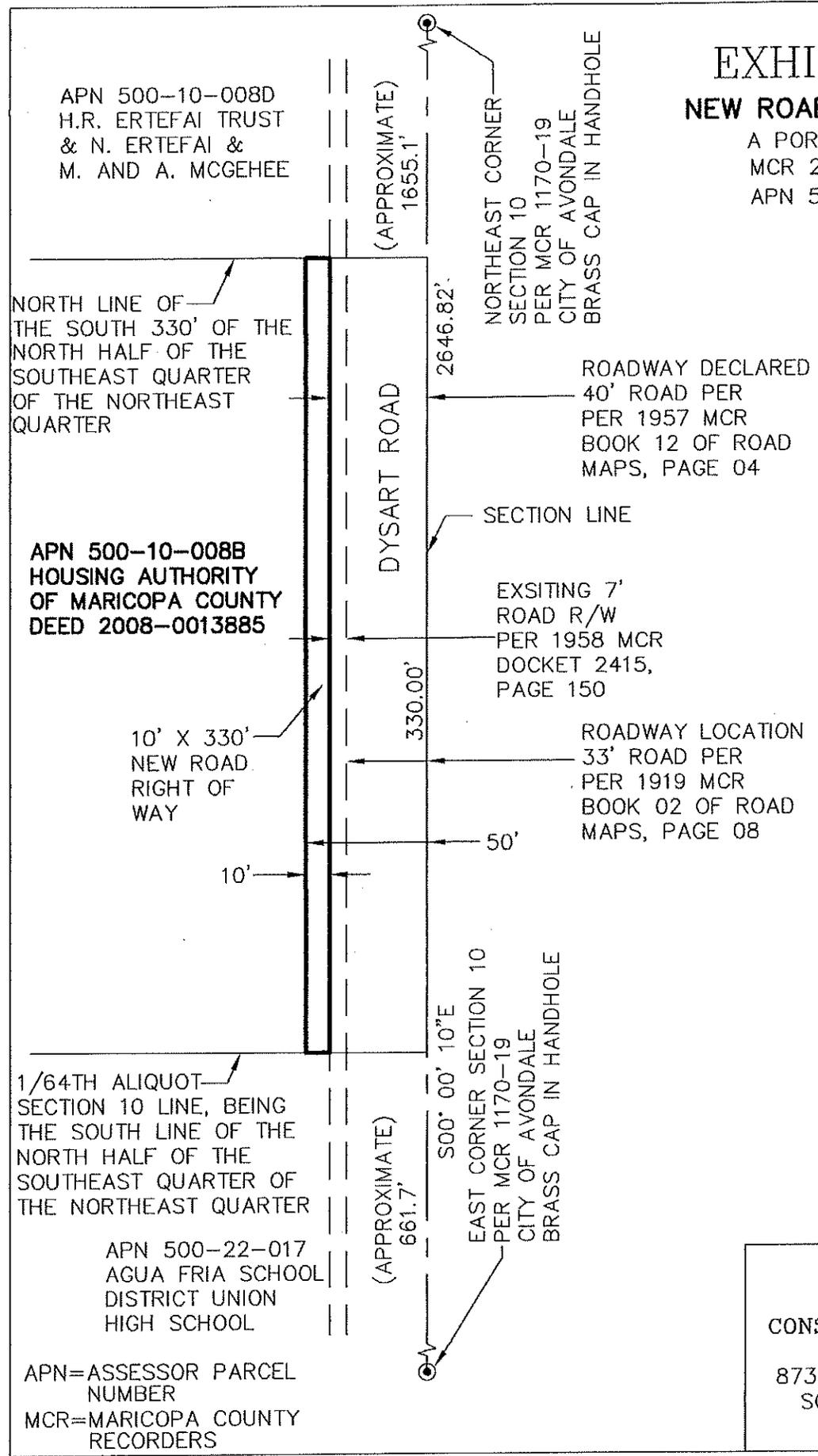


Expires 03/31/2016

EXHIBIT MAP

NEW ROAD RIGHT OF WAY

A PORTION OF DEED
MCR 2008-0013885
APN 500-10-008B



EXPIRES 03/31/2016

CRS
CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1559-1014 - Authorizing the Acquisition of Real Property for Public Use

MEETING DATE:

10/6/2014

TO: Mayor and Council**FROM:** Daniel Davis, Economic Development Director (623) 333-1411**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

To request that city council adopt an ordinance authorizing the purchase of approximately 2.975 acres of real property generally located north of Van Buren Street and east of 127th Avenue from Coldwater Industrial Associates 3, LLC. in the amount of \$436,748.63 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

DISCUSSION:

The city has identified and planned the Van Buren Recreational Drainage Channel in the Capital Improvement Plan (CIP). The proposed recreation drainage channel will intercept flows along Van Buren Street, between 99th Avenue and convey them directly to the Agua Fria River. The acquisition and ultimate construction of the Van Buren Recreational Drainage Channel will alleviate existing flooding and assist in future development that would benefit from the regional drainage facility.

BUDGET IMPACT:

The property acquisition is included the annual Capital Improvement Plan account 303-1286-00-8200 and will be funded from reimbursements as stipulated in the Intergovernmental Agreement between the City of Avondale and the Maricopa County Flood Control District. The IGA stipulates that the District will reimburse the City up to 40% of the cost to purchase eligible items, including rights of way, for Phase I.

RECOMMENDATION:

Staff recommends that city council adopt an ordinance authorizing the purchase of approximately 2.975 acres of real property generally located north of Van Buren Street and east of 127th Avenue from Coldwater Industrial Associates 3, LLC in the amount of \$436,748.63 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:**Description**

[Ordinance 1559-1014](#)

ORDINANCE NO. 1559-1014

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property generally located at the northeast corner of 127th Avenue and Van Buren Street for the Van Buren drainage project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication, of real property totaling ± 2.975 acres, a portion of Maricopa County Assessor’s parcel number 500-02-094, generally located at the northeast corner of 127th Avenue and Van Buren Street, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Acquisition Property”), is hereby authorized.

SECTION 3. In the event that a negotiated purchase cannot be reached for the Acquisition Property, the City Attorney is hereby authorized to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said Acquisition Property at the earliest possible date.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1559-1014

[Legal Description and Map]

See following pages.

DESCRIPTION

OF
DRAINAGE CHANNEL
COLDWATER DEPOT – PHASE 3
AVONDALE, ARIZONA

A portion of Lot 3A, "REPLAT OF LOT 4 OF AVONDALE COMMERCE CENTER", recorded in Book 1094 of Maps, Page 47, records of Maricopa County, Arizona, located in the Southeast quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a City of Avondale Brass cap in handhole marking the Southeast corner of said Section 2, from which a Maricopa County Department of Transportation brass cap flush bears North 88 degrees 22 minutes 14 seconds West 2638.95 feet, said line is the South line of the Southeast quarter of said Section 2 and is the basis of the bearings in this description;

THENCE North 88 degrees 22 minutes 14 seconds West 575.64 feet along said South line to a line 20.00 feet West of and parallel with the East line of said Lot 3A;

THENCE North 00 degrees 03 minutes 25 seconds East 65.02 feet along said parallel line to the South line of said Lot 3A and the POINT OF BEGINNING;

THENCE North 88 degrees 22 minutes 14 seconds West 673.47 feet along said South line to the most Southerly Southwest corner of said Lot 3A;

THENCE North 44 degrees 00 minutes 04 seconds West 42.89 feet to the most Westerly Southwest corner of said Lot 3A;

THENCE North 00 degrees 22 minutes 06 seconds East 155.04 feet along the West line of said Lot 3A to the North line of the South 250.00 feet of the Southeast quarter of said Section 2;

THENCE South 88 degrees 22 minutes 14 seconds East 702.47 feet along said North line to a line 20.00 feet West of and parallel with the East line of Lot 3A;

THENCE South 00 degrees 03 minutes 25 seconds West 185.07 feet along said parallel line to the POINT OF BEGINNING.

Comprising 2.975 acres or 129,599 square feet more or less, subject to all easements of record.



EXPIRES 3/31/14

SUPERIOR
SURVEYING SERVICES, INC.

21415 N. 23rd Avenue
Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 6/4/14

JOB NO.: 120829

EXHIBIT

OF
DRAINAGE CHANNEL
COLDWATER DEPOT - PHASE 3
AVONDALE, ARIZONA

EAST 1/4 CORNER SECTION 2, T01N,
R01W, FOUND CITY OF AVONDALE
BRASS CAP IN HANDHOLE

FOUND CITY OF AVONDALE BRASS CAP FLUSH
FOUND CITY OF AVONDALE BRASS CAP IN HANDHOLE
S 89°49'25" E **CORPORATE DRIVE** 1315.76'

127TH AVENUE 982.06'

EL MIRAGE ROAD 2671.90'
1015.51'
S 00°10'35" W

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°03'25" E	65.02'
L2	N 44°00'04" W	42.89'
L3	N 00°22'06" E	155.04'
L4	S 00°03'25" W	185.07'

APN: 500-02-094
LOT 3A, REPLAT OF LOT
4 OF AVONDALE
COMMERCE CENTER
BK. 1094, PG. 47, M.C.R.

EXISTING 40' RIGHT-OF-WAY
PER BK. 1094, PG. 47, M.C.R.

EAST LINE
OF LOT 3A

S 88°22'14" E 702.47'
185' DRAINAGE CHANNEL
POINT OF BEGINNING
N 88°22'14" W 673.47'

FOUND CITY OF
AVONDALE BRASS
CAP IN HANDHOLE

1319.48' N 00°22'06" E
N 88°22'14" W 743.84' **VAN BUREN STREET** 2638.95'
575.64'

SOUTH 1/4 CORNER SECTION 2, T01N,
R01W, FOUND MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP FLUSH

SOUTHEAST CORNER
SECTION 2, T01N, R01W
FOUND CITY OF AVONDALE
BRASS CAP IN HANDHOLE

EXISTING 65' RIGHT-OF-WAY
PER BK. 1094, PG. 47, M.C.R.



David S. Klein

EXPIRES 3/31/14

SUPERIOR
SURVEYING SERVICES, INC.

21415 N. 23rd Avenue
Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 6/4/14

JOB NO.: 120829

NOT TO SCALE





CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1560-1014 - Authorizing the Acquisition of Real Property for Public Use at the Southwest Corner of 119th Avenue and McDowell Road

MEETING DATE:

10/6/2014

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

Staff is requesting that the City Council adopt an ordinance authorizing the acquisition, by dedication, purchase or condemnation, of right-of-way at the southwest corner of 119th Avenue and McDowell Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

DISCUSSION:

The City's Capital Improvement Plan (CIP) includes a roadway improvement project on McDowell Road from the Agua Fria Bridge to Avondale Boulevard. The design of this project is currently 70% complete. This action is to approve the acquisition of right-of-way needed at the southwest corner of McDowell Road and 119th Avenue to construct the project. The right-of-way will be utilized for roadway improvements such as adding a turn lane, sidewalk, and underground utility relocations, including irrigation facilities.

BUDGET IMPACT:

Funding for the acquisition and associated legal fees is available in CIP Street Fund Line Item No 304-1287-00-8420, McDowell Road from the Agua Fria Bridge to Avondale Boulevard.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance authorizing the acquisition, by dedication, purchase or condemnation, of right-of-way at the southwest corner of 119th Avenue and McDowell Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

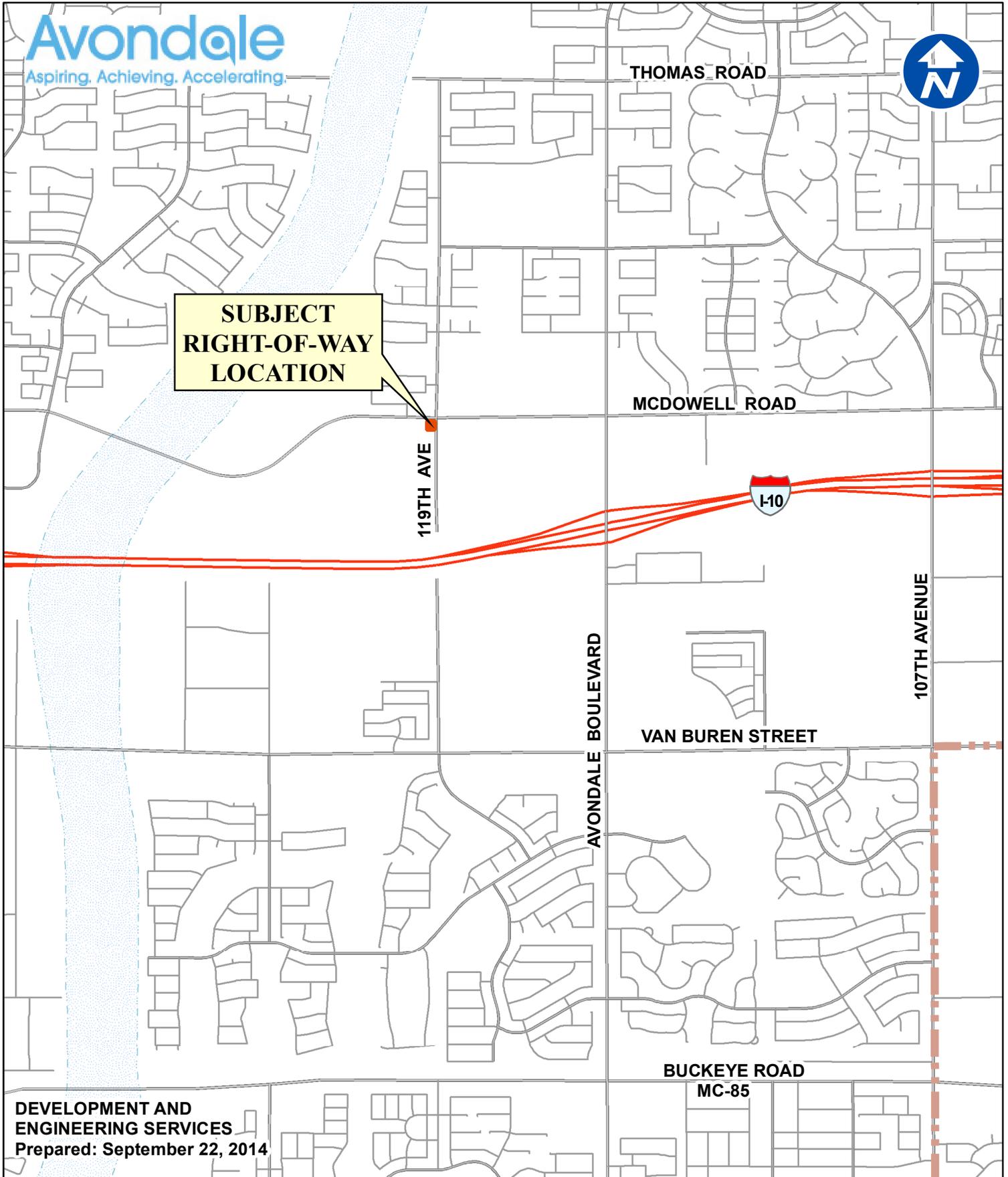
ATTACHMENTS:

Description

[Vicinity Map](#)

[Ordinance 1560-1014](#)

LOCATION MAP



RIGHT-OF-WAY ACQUISITION 119TH AVENUE AND MCDOWELL ROAD

ORDINANCE NO. 1560-1014

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property generally located at the southwest corner of 119th Avenue and McDowell Road for the McDowell Road Capital Improvement Project (the “Project”); and

WHEREAS, the Project: (i) includes expansion of McDowell Road into (a) an area of City right-of-way on the southern edge of the existing paved roadway, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Existing Right-of-Way”) and (b) a triangular-shaped parcel of land necessary for maintaining sufficient sightlines and other public purposes for the expanded roadway, as more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by reference (the “Triangle”); and (ii) requires a temporary construction easement adjacent to the Existing Right-of-Way and the Triangle, as more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by reference (the “TCE”); and

WHEREAS, the adjacent property owner disputes the City’s ownership of the Existing Right-of-Way.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication, of the Triangle and the TCE is hereby authorized.

SECTION 3. In the event a negotiated purchase cannot be reached for the Triangle and the TCE, the City Attorney is hereby authorized to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said Triangle and TCE at the earliest possible date.

SECTION 4. The City Attorney is hereby authorized and directed to initiate such legal proceedings as appropriate to resolve the dispute as to the Existing Right-of-Way. If it is determined by a court of competent jurisdiction that the City does not currently possess the Existing Right-of-Way, and in the event a negotiated purchase cannot be reached for the Existing Right-of-Way, the City Attorney is hereby authorized to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said Existing Right-of-Way at the earliest possible date.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1560-1014

[Existing Right-of-Way Legal Description and Map]

See following pages.

McDowell Road Right-of-Way
Area of Encroachment
At Country Hills Mobile Home Park - HMC-CH L.L.C.

Legal Description

That part of Lot 3, Section 1, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County Arizona, described as follows:

Commencing at the accepted "new" north quarter corner of said Section 1, as per book 10 of maps, page 7 of the official records of Maricopa County, being a MCHD brass disc in hand hold, from which the accepted "new" 16/2 corner, a MCHD brass disc in hand hold bears North 88°45'46" West, 1274.41 feet distant, as a basis of bearing;

Thence South 0°24'31" East along the new north-south midsection line a distance of 65.03 feet;

Thence North 88°45'46" West a distance of 40.00 feet to a point on the west right-of-way line of 119th Avenue and the South 65 foot right-of-way line of McDowell Road as per docket 2328, Page 135, official records of Maricopa County and the True Point of Beginning;

Thence North 88°45'46" West a distance of 537.12 feet, along said south 65 foot right-of-way line;

Thence departing from said line, North 2°50'14" East a distance of 25.01 feet to a point on a line 40 feet south of a parallel with the accepted north line of said Section 1;

Thence South 88°45'46" East along said 40 foot parallel line for a distance of 535.71 feet to a point on the west 40 foot right-of-way line of 119th Avenue;

Thence South 0°24'31" East along said west right-of-way line for a distance of 25.01 feet to the True Point of Beginning;

Said easement parcel contains 13,412 square feet area, more or less.

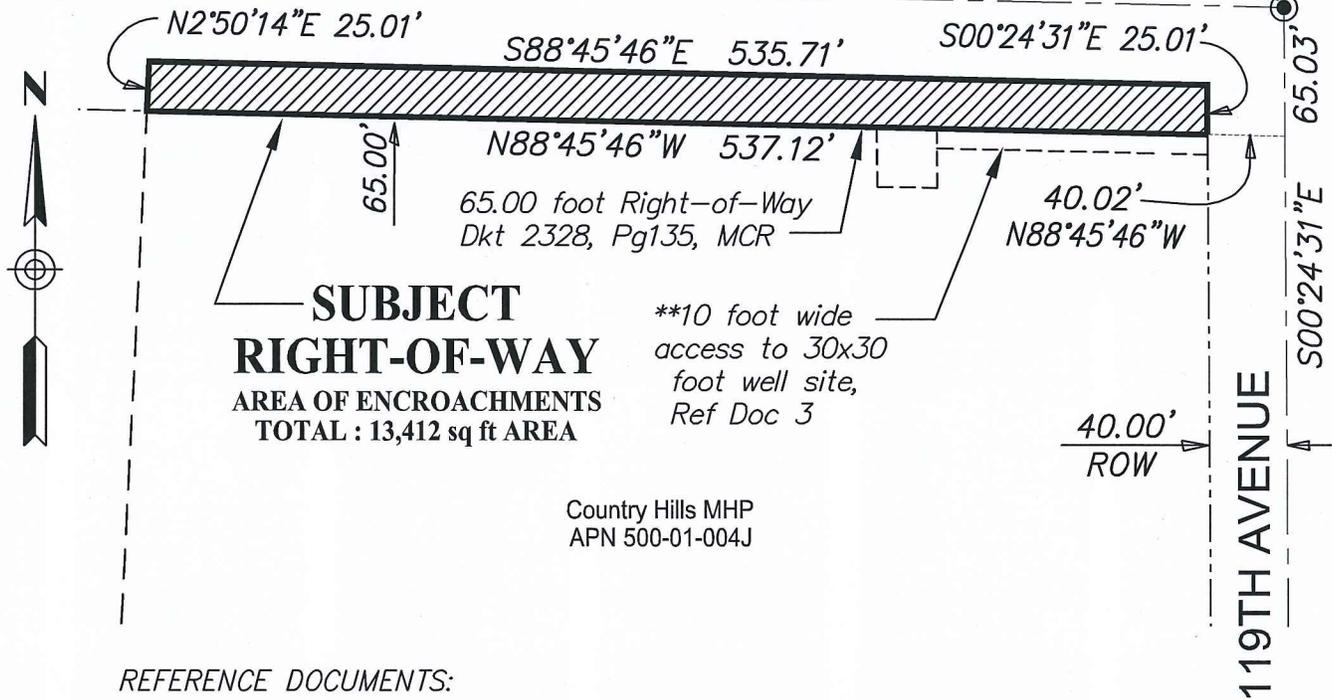


Expires: June 30, 2016

*Accepted "new" 16/2
Corner Section 1, MCHD
Brass Cap in H.H.

Maricopa County Brass Cap in H.H.
*Accepted "new" North 1/4 corner
Section 1, Township 1 North, Range 1 East,
Gila and Salt River Meridian, Maricopa
County, Arizona. Ref Doc 2.

Basis of Bearing, Ref Doc 1.
N88°45'46"W 1274.41'



**SUBJECT
RIGHT-OF-WAY
AREA OF ENCROACHMENTS
TOTAL : 13,412 sq ft AREA**

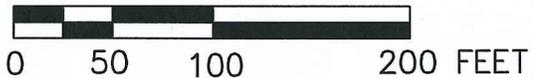
**10 foot wide
access to 30x30
foot well site,
Ref Doc 3

Country Hills MHP
APN 500-01-004J

REFERENCE DOCUMENTS:

1. Results of Survey prepared by
Coe & Van Loo Engineering
Bk 983 of Maps, Pg 2, MCR.
2. *Relocation of Section Line and
Dedication of Road Along Section
Maricopa County Engineering,
Bk 10 of Maps, Page 7, MCR.
3. **Deed, Dkt 20000367136, MCR

APPROXIMATE SCALE



Avondale

DEVELOPMENT
SERVICES AND
ENGINEERING
DEPARTMENT



EXPIRES: June 30, 2016

EXHIBIT MAP
MCDOWELL ROAD RIGHT-OF-WAY
ENCROACHMENT AREA
AT COUNTRY HILLS MHP

DATE: 8-07-2014

DSN:

DRN. LS

CHK: CH

PROJECT NAME

McDowell Road - Agua Fria
River to Avondale Boulevard

PAGE: 1 of 1

EXHIBIT B
TO
ORDINANCE NO. 1560-1014

[Triangle Legal Description and Map]

See following pages.

New Right-of-Way Parcel
At SW Corner McDowell Road and 119th Avenue
Part of APN 500-01-004J
Country Hills Mobile Home Park - HMC-CH L.L.C.

Legal Description

That part of Lot 3, Section 1, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County Arizona, described as follows:

Commencing at the accepted "new" north quarter corner of said Section 1, as per book 10 of maps, page 7 of the official records of Maricopa County, being a MCHD brass disc in hand hold, from which the accepted "new" 16/2 corner, a MCHD brass disc in hand hold bears North 88°45'46" West, 1274.41 feet distant, as a basis of bearing;

Thence South 0°24'31" East along the new north-south midsection line a distance of 65.03 feet;

Thence North 88°45'46" West a distance of 40.00 feet to a point on the west right-of-way line of 119th Avenue and the South 65 foot right-of-way line of McDowell Road as per docket 2328, Page 135, official records of Maricopa County and the True Point of Beginning;

Thence South 00°24'31"E along said west right-of-way line for a distance of 30.00 feet

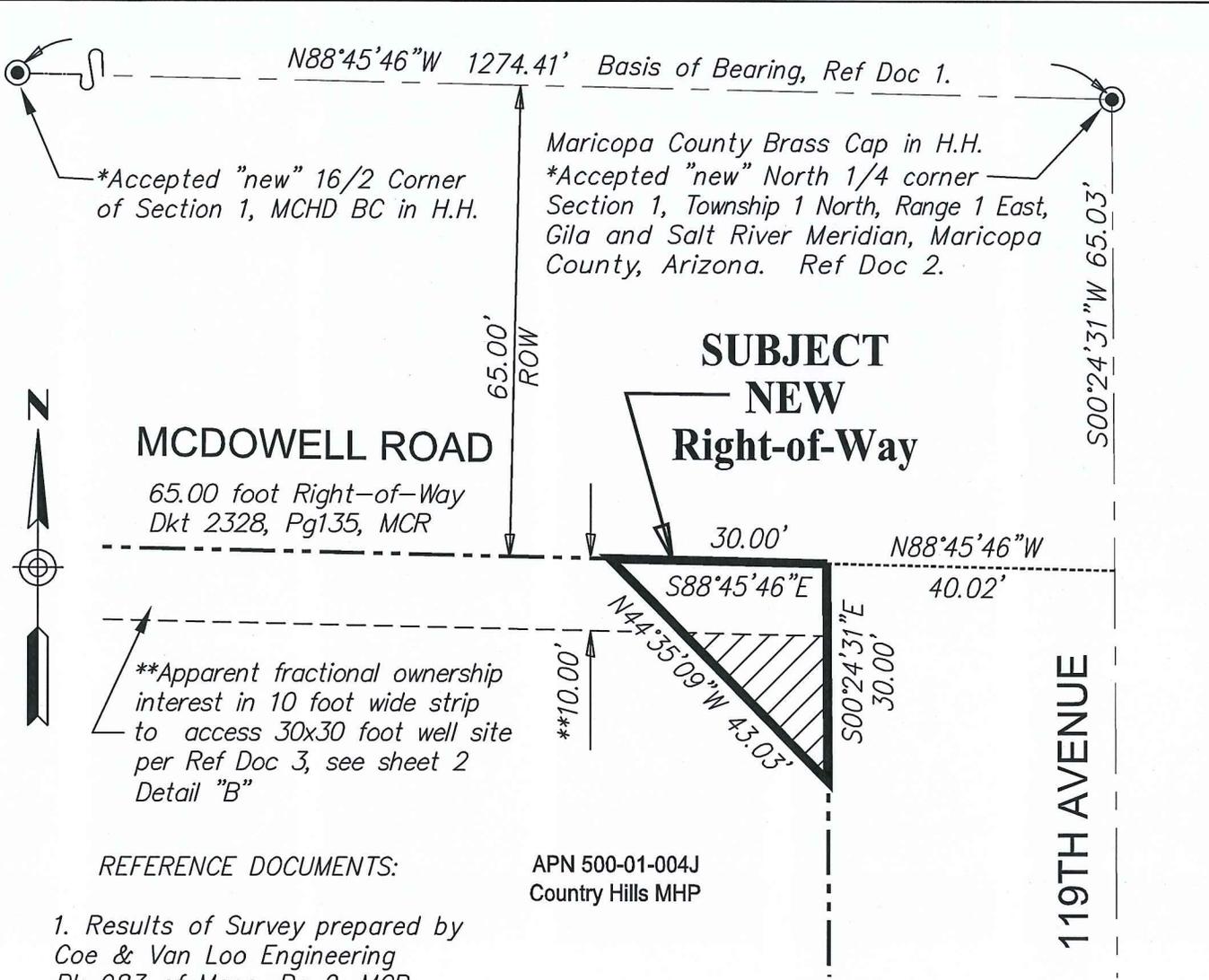
Thence departing from said right-of way line North 44°35'09"West a distance of 43.03 feet to a point on said south 65 foot right-of-way line of McDowell Road.

Thence South 88°45'46" East 30.00 feet to the True Point of Beginning;

Said parcel contains 450 square feet area, more or less.



Expires: June 30, 2016



*Accepted "new" 16/2 Corner of Section 1, MCHD BC in H.H.

Maricopa County Brass Cap in H.H.
 *Accepted "new" North 1/4 corner Section 1, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona. Ref Doc 2.

MCDOWELL ROAD

65.00 foot Right-of-Way
 Dkt 2328, Pg135, MCR

**SUBJECT
 NEW
 Right-of-Way**

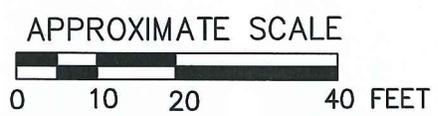
**Apparent fractional ownership interest in 10 foot wide strip to access 30x30 foot well site per Ref Doc 3, see sheet 2 Detail "B"

- REFERENCE DOCUMENTS:
1. Results of Survey prepared by Coe & Van Loo Engineering Bk 983 of Maps, Pg 2, MCR.
 2. *Relocation of Section Line and Dedication of Road Along Section Maricopa County Engineering, Bk 10 of Maps, Page 7, MCR.
 3. **Deed, Dkt 20000367136, MCR

APN 500-01-004J
 Country Hills MHP

AREA TABLE

Fractional Interest Area**	250 sq ft
Net Parcel Area	200 sq ft
Total Gross Area	450 sq ft



Avondale

DEVELOPMENT
 SERVICES AND
 ENGINEERING
 DEPARTMENT



EXHIBIT MAP
 MCDOWELL ROAD
 NEW RIGHT-OF-WAY PARCEL
 Part APN 500-01-004J
 Country Hills MHP

DATE: 8-07-2014	PROJECT NAME
DSN:	McDowell Road - Agua Fria River to Avondale Boulevard
DRN. LS	
CHK: CH	PAGE: 1 of 1

EXHIBIT C
TO
ORDINANCE NO. 1560-1014

[TCE Legal Description and Map]

See following pages.

McDowell Road – Temporary Construction Easement
At Country Hills Mobile Home Park - HMC-CH L.L.C.
Part APN 500-01-004J

Legal Description

That part of Lot 3, Section 1, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County Arizona, described as follows:

Commencing at the accepted “new” north quarter corner of said Section 1, as per book 10 of maps, page 7 of the official records of Maricopa County, being a MCHD brass disc in hand hold, from which the accepted “new” 16/2 corner, a MCHD brass disc in hand hold bears North 88°45’46” West, 1274.41 feet distant, as a basis of bearing;

Thence South 0°24’31” East along the new north-south midsection line a distance of 105.92 feet;

Thence North 89°35’29” West a distance of 40.00 feet to a point on the west right-of-way line of 119th Avenue and the True Point of Beginning;

Thence North 44°35’09” West a distance of 48.02 feet to a point on a line 73.00 feet south of and parallel with the accepted north line of said Section 1;

Thence North 88°45’46” West a distance of 504.10 feet, along said parallel line;

Thence departing from said line, North 2°50’14” East a distance of 8.00 feet to a point on a line 65 feet south of a parallel with the accepted north line of said Section 1 also being the south 65 foot right-if-way line of McDowell Road;

Thence South 88°45’46” East along said 65 foot right-of-way line for a distance of 507.12 feet;

Thence departing from said parallel line, South 44°35’09” East a distance of 43.03 feet to a point on the west right-of-way line of 119th Avenue;

Thence South 0°24’31” East along said west right-of-way line for a distance of 11.48 feet to the True Point of Beginning;

Said easement parcel contains 4409 square feet area, more or less.



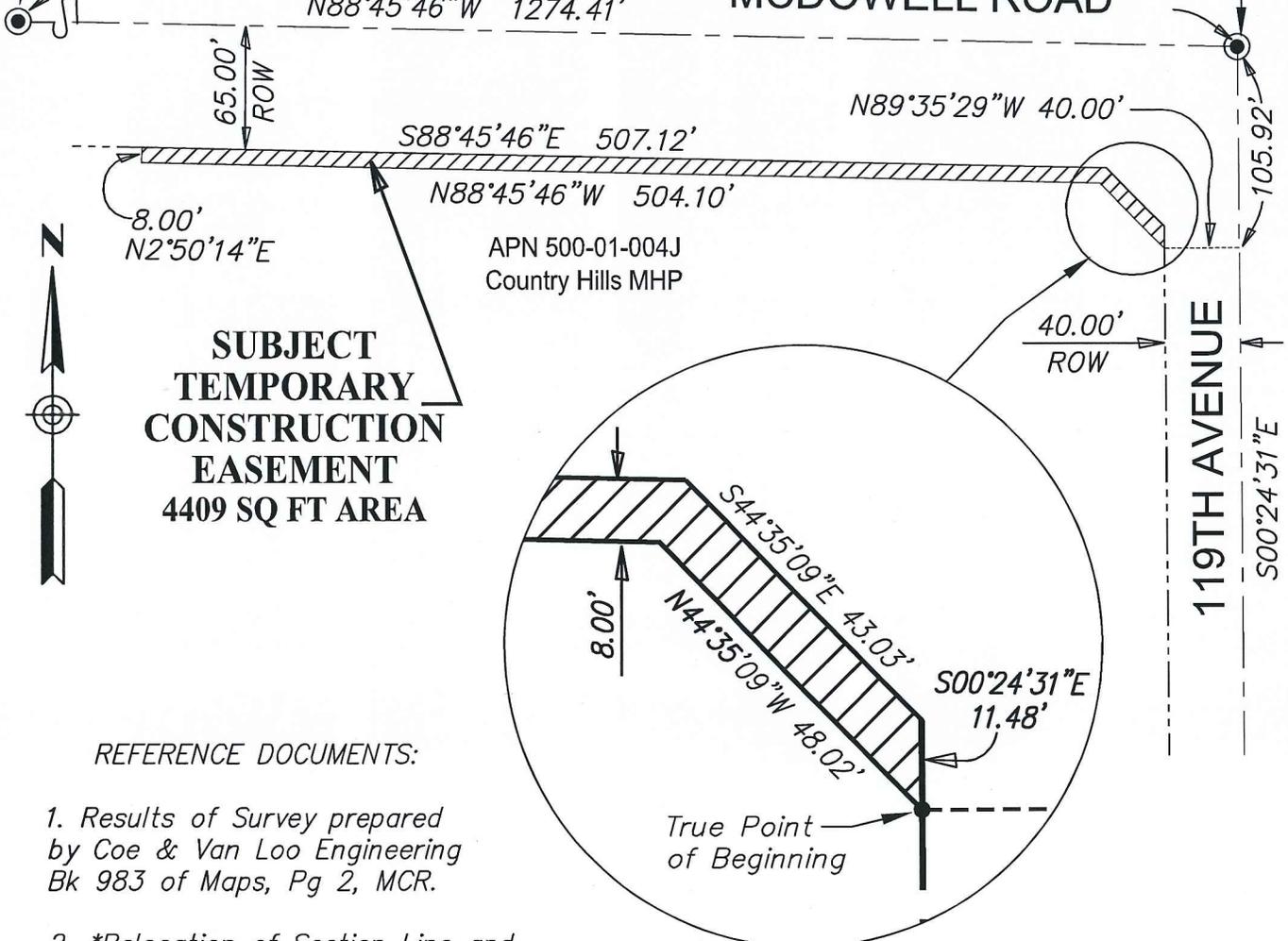
Expires: June 30, 2016

*Accepted "new" 16/2
Corner Section 1, MCHD
Brass Cap in H.H.

Maricopa County Brass Cap in H.H.
*Accepted "new" North 1/4 corner
Section 1, Township 1 North, Range 1 East,
Gila and Salt River Meridian, Maricopa
County, Arizona. Ref Doc 2.

Basis of Bearing, Ref Doc 1.
N88°45'46"W 1274.41'

MCDOWELL ROAD



**SUBJECT
TEMPORARY
CONSTRUCTION
EASEMENT
4409 SQ FT AREA**

APN 500-01-004J
Country Hills MHP

REFERENCE DOCUMENTS:

1. Results of Survey prepared by Coe & Van Loo Engineering Bk 983 of Maps, Pg 2, MCR.
2. *Relocation of Section Line and Dedication of Road Along Section Maricopa County Engineering, Bk 10 of Maps, Page 7, MCR.

DETAIL

Avondale

DEVELOPMENT
SERVICES AND
ENGINEERING
DEPARTMENT



EXPIRES: June 30, 2016

**EXHIBIT MAP
MCDOWELL ROAD
TEMPORARY CONSTRUCTION EASEMENT
AT COUNTRY HILLS MHP**

DATE: 8-07-2014
DSN: _____
DRN: LS
CHK: CH

PROJECT NAME
McDowell Road - Agua Fria
River to Avondale Boulevard

PAGE: 1 of 1



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1561-1014 - Repealing Ordinance
1557-914 and Authorizing Acquisition of Right-of-
Way by Condemnation

MEETING DATE:

10/6/2014

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 City Council adopt an ordinance repealing Ordinance 1557-914 and authorizing the acquisition of a portion of right-of-way at the southwest corner of 107th Avenue and Van Buren Street by condemnation and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On November 4, 2013, City Council approved the Municipal Aesthetics Program Funding Agreement with Salt River Project (SRP) for relocating their power and irrigation facilities. 107th Avenue from Roosevelt Street to Van Buren Street was identified as a priority project in that Agreement. SRP has completed the pre-final design of the irrigation pipeline for undergrounding the open irrigation lateral located along the west side of 107th Avenue north of Van Buren Street. Other improvements under design include relocation of the overhead 69kV transmission line and widening of 107th Avenue roadway.

On September 15, 2014, City Council authorized the acquisition of a portion of right-of-way located on the southwest corner of 107th Avenue and Van Buren Street needed for the 107th Avenue Improvement Project. This approximate 0.076 acre area of right-of-way is owned by Roosevelt Park Unit One Community Association.

DISCUSSION:

Prior to the September 15, 2014 City Council meeting, staff was in contact with the Community Association management, who is favorable to the acquisition. The Community Association management remains in favor of the acquisition however, has since notified staff that the required 2/3rds of property owner's ballot response to approve the sale, is unlikely to occur. Therefore, this action is to repeal Ordinance 1557-914 and authorize the acquisition of a portion of right-of-way by friendly condemnation to meet the project schedule for timely construction.

BUDGET IMPACT:

Funding for the dedication, purchase or condemnation and associated legal fees for the acquisition of the property is available in CIP Street Fund Line Item No 304-1330-00-8420, 107th Avenue – Roosevelt to Van Buren.

RECOMMENDATION:

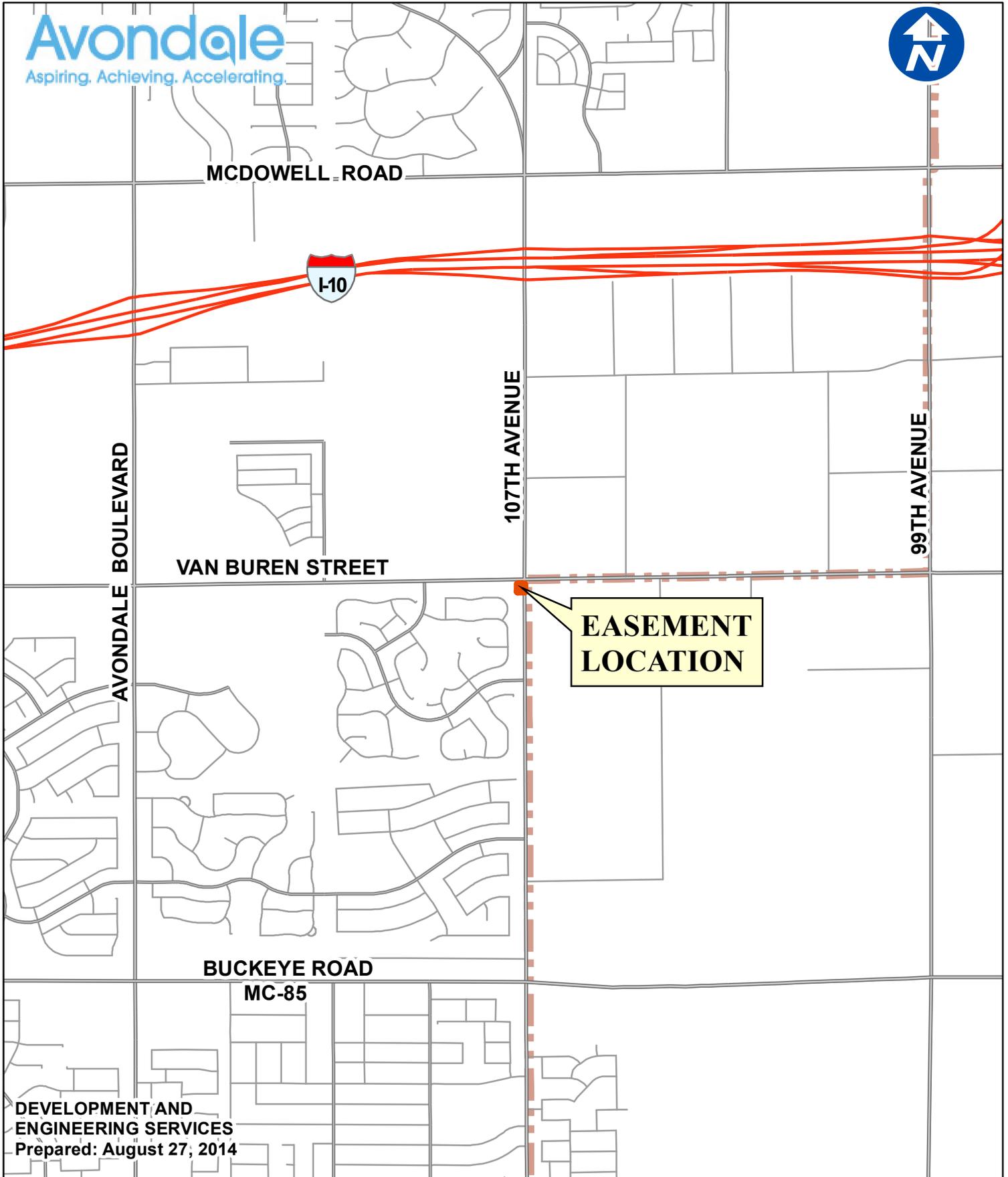
Staff recommends that City Council adopt an ordinance repealing Ordinance 1557-914 and authorizing the acquisition of a portion of right-of-way at the southwest corner of 107th Avenue and Van Buren Street by condemnation and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1561-1014](#)

LOCATION MAP



RIGHT-OF-WAY DEDICAITON 107TH AVE AND VAN BUREN STREET

ORDINANCE NO. 1561-1014

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, REPEALING ORDINANCE 1557-914 AND AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the Council of the City of Avondale (the “City Council”) adopted Ordinance No. 1557-914 on September 15, 2014, authorizing the acquisition, by purchase or dedication, of real property totaling \pm 0.076 acres, a portion of Maricopa County Assessor’s parcel number 101-01-945, generally located at the southwest corner of 107th Avenue and Van Buren Street (the “Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City has determined that it may be necessary to condemn the Property in the event acquisition by purchase or dedication cannot be completed.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Ordinance No. 1557-914 is hereby repealed.

SECTION 3. Acquisition, by purchase, condemnation or dedication, of the Property is hereby authorized.

SECTION 4. In the event that a negotiated purchase cannot be reached for the Property, the City attorney is hereby authorized to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said Property at the earliest possible date.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1561-1014

[Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION
(ROOSEVELT PARK UNIT ONE COMMUNITY ASSOCIATION)**

The following described Parcel being a part of Tract "B" of the Roosevelt Park Unit 1, subdivision, a residential plat recorded in Maricopa County Recorders Office (MCR) Book 716, page 47, said Parcel and Tract "B" being located in the northeast quarter (NE1/4) of Section 7, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

Commencing at the northeast corner of said Section 7, being marked by a City of Avondale brass cap in hand hole, from which for a bearing reference the north quarter corner of said Section 7, being marked by a Maricopa County Highway Department brass cap in handhole per point 54231-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, bears South 89° 05' 04" West, 2613.68 feet (combined grid to ground scale factor 1.000126616); and from which for a second bearing reference the east quarter corner of said Section 7, being marked by a Maricopa County Department of Transportation brass cap in handhole, bears South 00° 12' 56" East, 2631.54 feet (combined grid to ground scale factor 1.000126616);

Thence along the north line of said Section 7, South 89° 05' 04" West, 143.18 feet;

Thence leaving said north line, South 00° 54' 56" East, 65.00 feet to the south line of the north 65.00 feet of said Section 7, also being the north line of said Tract "B" as referenced in MCR Instrument no. 2005-0245953, and the POINT OF BEGINNING;

Thence leaving said north Tract "B" line, continuing South 00° 54' 56" East, 06.40 feet;

Thence South 71° 01' 49" East, 05.13 feet;

Thence South 45° 33' 56" East, 115.90 feet to the west line of the east 55.00 feet of said Section 7, also being the east line of said Tract "B";

Thence along said west line, being said east line of Tract "B", North 00° 12' 56" West, 50.60 feet to an angle point of said Tract "B";

Thence leaving said west line, along the northeast line of said Tract "B", North 45° 33' 56" West, 56.22 feet to an angle point in the said north line of Tract "B";

Thence along said north Tract "B" line, South 89° 05' 04" West, 47.38 feet back to the POINT OF BEGINNING.

Parcel contains 3,307 square feet or 0.076 acres, more or less.

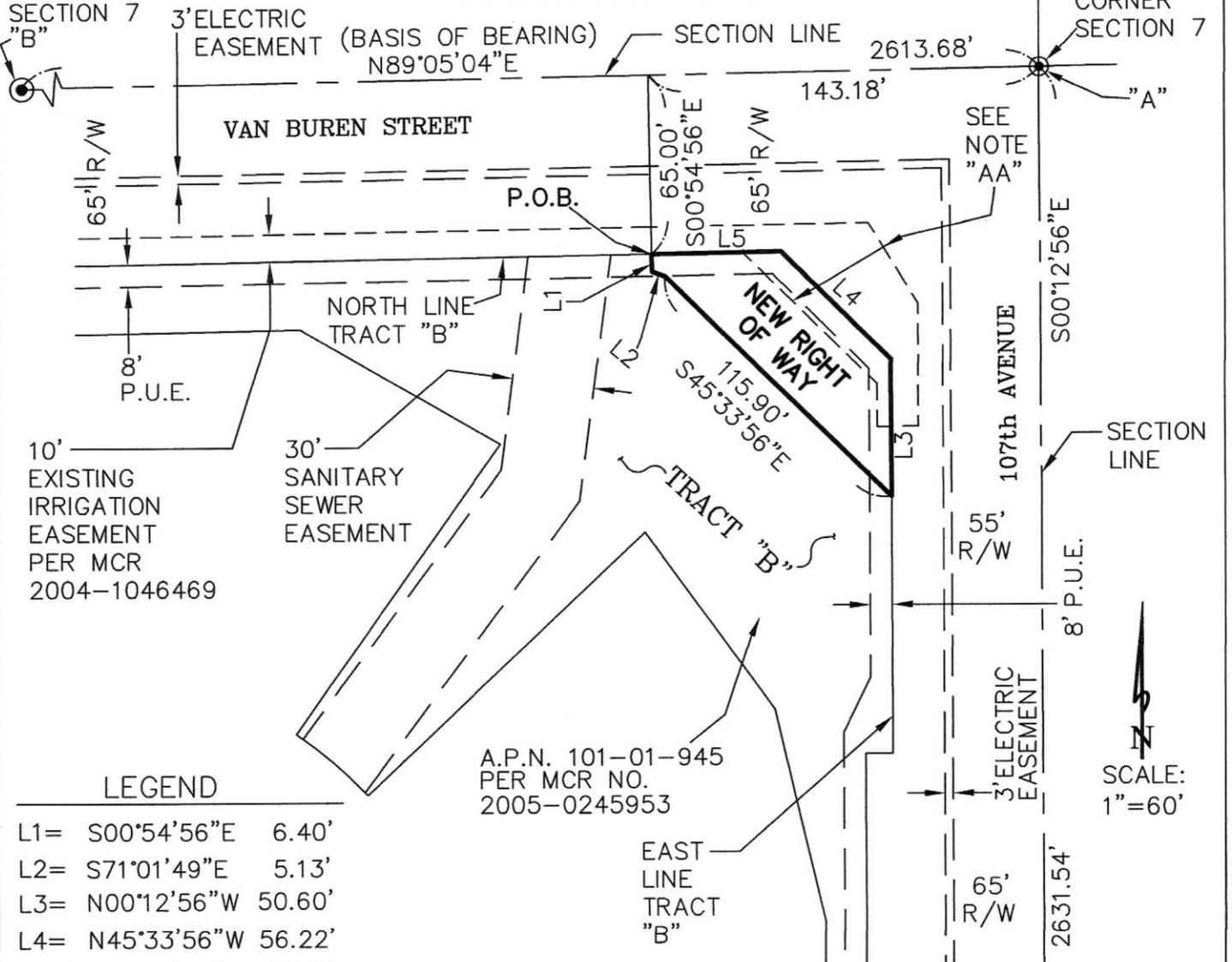
Exhibit Map attached and made a part hereon.



NORTH QUARTER
CORNER
SECTION 7
"B"

EXHIBIT MAP

P.O.C.
NORTHEAST
CORNER
SECTION 7
"A"



LEGEND

- L1= S00°54'56"E 6.40'
- L2= S71°01'49"E 5.13'
- L3= N00°12'56"W 50.60'
- L4= N45°33'56"W 56.22'
- L5= S89°05'04"W 47.38'

NOTE "AA"= EXISTING IRRIGATION EASEMENT PER MCR 2004-1046469

"A"= CITY OF AVONDALE
BRASS CAP IN HANDHOLE

"B"= MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE

"C"= MARICOPA COUNTY DEPARTMENT
OF TRANSPORTATION
BRASS CAP IN HANDHOLE

R/W=RIGHT OF WAY

A.P.N.=ASSESSOR PARCEL NUMBER

P.U.E.=PUBLIC UTILITY EASEMENT

MCR=MARICOPA COUNTY
RECORDERS OFFICE

P.O.B.= POINT OF BEGINNING

P.O.C.= POINT OF COMMENCING



EXPIRES 03/31/2016

CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Resolution 3223-1014 -
Amendment to 2010-2014 Consolidated Plan and 10/6/2014
2013-2014 Annual Action Plan

MEETING DATE:

TO: Mayor and Council**FROM:** Stephanie Small, Neighborhood and Family Services Director (623) 333-2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council hold a public hearing and adopt a resolution amending the 2010-2014 Consolidated Plan to add demolition of unsound buildings as a strategy and amending the 2013-2014 Annual Action Plan to add the program activity demolition of unsound buildings with funding of \$34,879.50 for demolition of one structure.

BACKGROUND:

Approval of the amendments will allow the City to fund and complete demolition activities with CDBG funds allocated during the 2013-2014 program year. The City has identified a dilapidated property at 1911 S. 111th Drive in Cashion, and reallocated funds will be used to demolish the structure, remove trash and debris, and clear/grade the site.

In order to allocate CDBG funds and undertake a specific activity, the City must ensure that:

- The activity is supported by and furthers the goals established in the current Consolidated Plan
- The activity is specifically identified and assigned funding in the Annual Action Plan associated with that year's funding

There are seven goals within the current Consolidated Plan:

1. Preserve the existing affordable housing stock
2. Support new construction and rehabilitation of affordable rental development
3. Increase homeownership
4. Affirmatively further fair housing
5. Support organizations that assist the City's special needs population
6. Improve public infrastructure and economic conditions in low-income
7. Economically-challenged neighborhoods, and reduce Lead-Based Paint Hazards in residential dwellings

Completion of the proposed demolition project does not conform to any of these goals, and consequently has not been identified or funded in an Annual Action Plan.

Staff developed Substantial Amendments to both Plans, and submitted them for public comment beginning on August 19, 2014 with comments accepted until September 19, 2014. Further, the City held a public hearing on September 16, 2014. No comments were received from the public.

The Substantial Amendment to the Consolidated Plan will add the following to the list of goals above

Goal 8: Identify and eliminate dangerous structural conditions that pose a health and safety hazard to the public	Strategy 8.1: identify structurally unsound buildings and complete demolition and site clearance
---	--

The Substantial Amendment to the 2013-2014 Annual Action Plan will modify the City's activities for that year to the following:

Activity Name	Funding	Program/ Project Description
Add: Demolition	Previous funding: \$0 Revised Funding: \$34,879.50	Identify structurally unsound buildings and complete demolition and clearance activities on at least one site in the City
Reduce: Youth Services	Previous funding: \$38,000 Revised funding: \$3,120.50 (-\$34,879.50)	Next Step; iSync program; Educ. Assist. program

DISCUSSION:

Staff requests the proposed Substantial Amendments in order to allow the City to commit \$34,879.50 in 2013-2014 CDBG funds to complete demolition activities at 1911 S. 111th Drive in Cashion. The condition of the property has progressively worsened since abandonment in early 2010. Since that time, the property has become a dumping ground and a center of other illegal activity. The structure at the site is unsound and unsecured, posing a significant threat to public health and safety. There is no fence, and missing windows and walls have not been boarded up. The interior and exterior areas of the structure are littered with significant amounts of trash and debris. There is also evidence that one side of the building has been used for target practice.

The Code Enforcement Division has completed abatement at the property on three separate occasions, and completed cleanup once. The owner is absentee, and has not responded to any citations or abatement notifications. Eliminating hazards at this site has been a high priority for the Code Enforcement Division, though funding to permanently eliminate these conditions has not been available until recently. This demolition will be completed as a Clean and Lien in the hopes that the funding will be returned to the City at some point in the future.

Staff reviewed available CDBG allocations and determined that there are \$34,879.50 in unspent 2013-2014 funds allocated to Youth Services programming. These funds are currently assigned to the Next Step Programs, activities within which are complete for the 2013-2014 program year. Reallocation of these funds will not disrupt operation of the Next Step Program in the 2015-2016 program year, as additional CDBG funds will be available in the new fiscal year.

BUDGET IMPACT:

The proposed activity will be funded with \$34,879.50 in unspent CDBG funds allocated during the 2013-2014 program year. Upon approval, these funds will be transferred from account #240-7561-14-6180 to accounts 240-7562-14-6180, 240-7562-14-6196 and 240-7562-14-6580.

RECOMMENDATION:

Staff recommends adoption of a resolution amending the 2010-2014 Consolidated Plan to add demolition of unsound buildings as a strategy and amending the 2013-2014 Annual Action Plan to add the program activity demolition of unsound buildings with funding of \$34,879.50 for demolition of one structure and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3223-1014](#)

[Substantial Amendments to Consolidated Plan and 13-14 Annual Action Plan](#)

RESOLUTION NO. 3223-1014

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE 2010-2014 CONSOLIDATED PLAN AND TO THE 2013/2014 ANNUAL ACTION PLAN PORTION OF THE 2010-2014 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR APPROVAL OF ADDITIONAL USES OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, as amended, establishes a Community Development Block Grant (“CDBG”) program for the purpose of developing viable urban communities by providing decent housing and a suitable living environment, expanding economic opportunities and preventing and/or eliminating conditions of slum and blight, principally for persons of low and moderate income; and

WHEREAS, the City of Avondale 2010-2014 Consolidated Plan (the “Consolidated Plan”) was approved by Council of the City of Avondale (the “City Council”) on April 19, 2010 and by HUD in June, 2010; and

WHEREAS, the 2013/2014 Annual Action Plan was approved by the City Council on April 15, 2013; and

WHEREAS, during the course of implementing the 2010-2014 Consolidated Plan, the City has determined that the elimination of unsafe structures should be an additional goal to pursue (the “Demolition Goal”); and

WHEREAS, the City must identify a specific activity and allocate funding to that activity in the 2013/2014 Annual Action Plan in order to further the Demolition Goal; and

WHEREAS, the City has completed public participation requirements in accordance with 24 CFR Part 91, including (i) a public hearing held on September 16, 2014, at which an opportunity for public comment was available, (ii) a 30-day comment period beginning August 19, 2014, and extending through September 19, 2014, during which time comments were able to be received from City residents and (iii) an additional public hearing held by the City Council on October 6, 2014.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The 2010-2014 Consolidated Plan shall be amended to include the following the Demolition Goal:

Goal 8: Identify and eliminate dangerous structural conditions that pose a health and safety hazard to the public.	Strategy 8.1: identify structurally unsound buildings and complete demolition and site clearance.
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SECTION 3. In order to further the Demolition Goal, the 2013/2014 Annual Action Plan shall be amended to include the following activities and to reallocate funding as follows:

Demolition	Previous funding: \$0 Revised funding: \$34,879.50	Identify structurally unsound buildings and complete demolition and clearance activities on at least one site in the City.
Youth Services	Previous funding: \$38,000 Revised funding: \$3,120.50 (\$34,879.50)	15-20 youth – Next Step; 30 youth, iSync program; Educ. Assist. Program.

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

PASSED AND ADOPTED by the Council of the City of Avondale, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

2010-2014 Consolidated Plan and 2013-2014 Annual Action Plan Substantial Amendment

Executive Summary

The City of Avondale receives Community Development Block Grant (CDBG) funds from the US Department of Housing and Urban Development (HUD) through an annual formula allocation. The City uses these funds to undertake many activities, including emergency repairs to owner-occupied housing, street improvements in Historic Avondale, support for the City’s Next Step and IDEA Youth Services programs and assistance to small businesses in the Western Avenue Revitalization Area.

Since the City first began receiving CDBG funds directly from HUD in 2007, we have undertaken these and other activities to improve the lives of Avondale residents, enhance quality of life in neighborhoods, and increase economic opportunities. Prior to committing and expending CDBG and HOME funds, the City must complete a 5-Year Consolidated Plan that assesses current community development related conditions, including housing, infrastructure, economic development, public service needs and Fair Housing. The resulting goals and strategies form the basis for the implementation of the Plan. The current 2010-2014 Consolidated Plan includes the goals and strategies in the table below.

2010-2014 Consolidated Plan Goals and Strategies	
Goal 1: Preserve the existing affordable housing stock.	Strategy 1.1: Operate a Single-Family Owner-Occupied Housing Rehabilitation Program to conduct emergency and substantial rehabilitation activities using CDBG, HOME and a variety of other funding sources.
	Strategy 1.2: Operate a weatherization program using Maricopa County funding and a variety of other funding sources.
	Strategy 1.3: Incorporate energy and water efficiency standards in rehabilitation and weatherization programs that reduce utility costs.
	Strategy 1.4: Increase awareness about the availability of programs that preserve and promote affordable housing.
Goal 2: Support new construction and rehabilitation of affordable rental development.	Strategy 2.1: Pursue partnerships with non-profit and for-profit developers to construct and rehabilitate affordable rental housing.
Goal 3: Increase homeownership.	Strategy 3.1: Operate a homebuyer assistance program using HOME and a variety of other funding sources.
	Strategy 3.2: Assist agencies conducting homeownership activities in Avondale.
Goal 4: Affirmatively further fair housing in Avondale.	Strategy 4.1: Implement strategies for removing impediments to Fair Housing identified in the Avondale 2010 Analysis to Impediments to Fair Housing.
	Strategy 4.2: Sponsor Fair Housing educational seminars for city staff and housing industry professionals.
	Strategy 4.3: Maintain a page on the City’s website that serves as a public resource for assistance in identifying violations of fair housing laws and information regarding the filing of fair housing complaints
	Strategy 4.4: Assist the elderly and persons with disabilities with accessibility improvements to their residences.
Goal 5: Support organizations that assist the City’s special needs population.	Strategy 5.1: Support local and regional agencies that provide shelter, housing and support services to homeless and those close to becoming homeless.
	Strategy 5.2: Operate programs that assist low-income and special needs populations in Avondale.
	Strategy 5.3: Operate programs to provide education, job training and recreational activities for youth.
Goal 6: Improve public infrastructure and economic conditions in low- income, economically- challenged neighborhoods.	Strategy 6.1: Improve streets, sidewalks, lighting, water, sewer and drainage infrastructure in low- to moderate-income Block Groups.
	Strategy 6.2: Construct and rehabilitate community facilities and parks as necessary to meet the educational, recreational and social needs of low income and special needs citizens.
	Strategy 6.3: Assist businesses in low income neighborhoods with improving their buildings and business plans.
	Strategy 6.4: Support new and existing businesses to promote job creation and retention.
Goal 7: Reduce Lead Based Paint Hazards in Residential Dwellings in Avondale.	Strategy 7.1: Adhere to HUD Lead Safe Housing Rule 24 CFR Part 35 in the conduct of rehabilitation and demolition activities
	Strategy 7.2: Provide information to housing recipients as well as the general public about the hazards of lead based paint.

2010-2014 Consolidated Plan Proposed Changes:

During the course of implementing the 2010-2014 Consolidated Plan, the City determined that the elimination of unsafe structures should be an additional goal to pursue. For this reason, the City proposes to amend the 2010-2014 Consolidated Plan to include the following:

Add:

Goal 8: Identify and eliminate dangerous structural conditions that pose a health and safety hazard to the public	Strategy 8.1: identify structurally unsound buildings and complete demolition and site clearance
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2013-2014 Annual Action Plan Proposed Changes:

In order to further Goal 8, as described above, the City must also identify a specific activity that will further the goal, and allocate funding to that activity. Funding activities and assigned allocations for the 2013-2014 year are as follows:

Activity	Amount Proposed	Expected Outcomes
Administration	\$114,503	General Admin
Street and Infrastructure Improvements	\$229,005	5 Streets
Emergency Home Repair	\$153,005	Approximately 15 units
Youth Public Services	\$38,000	15-20 youth – Next Step; 30 youth, iSync program; Educ. Assist. program
Revitalization and Small Business Assistance	\$38,000	Micro business technical assistance, uniform signage; re-branding to Historic Avondale, loan fund

In order to further the proposed Goal 8 in the Consolidated Plan, the City proposes to add the following to this list of activities, and to reallocate funding from its 2013-2014 annual allocation accordingly:

Demolition	<p>Previous funding: \$0</p> <p>Revised funding: \$34,879.50</p>	Identify structurally unsound buildings and complete demolition and clearance activities on at least one site in the City
Youth Services	<p>Previous funding: \$38,000</p> <p>Revised funding: \$3,120.50 (\$34,879.50)</p>	15-20 youth – Next Step; 30 youth, iSync program; Educ. Assist. program

In order to accept public comment on these proposed amendments, the City will hold a public hearing at the Neighborhood and Family Services Commission meeting at 4:30 PM on Tuesday, September 16, 2014 at the following location:

Avondale Community Center
 1007 S. 3rd Street
 Avondale, AZ 85323

Written comments to the proposed amendments will be accepted during the City’s 30-day comment period beginning August 19, 2014 and ending at close of business on Friday, September 19, 2014.

Written comments may be directed to:

Matthew Hess, CDBG Program Manager
 Avondale Community Center
 1007 S. 3rd Street
 Avondale, AZ 85323

The City Council will take action on the Plans at 7:00 PM on Monday, October 6, 2014 at the Council Meeting to be held at Council Chambers in the Avondale Civic Center, 11465 W. Civic Center Drive, Avondale, AZ 85323

PERSONS REQUIRING HEARING, VISUAL, MOBILITY, LANGUAGE OR OTHER ACCOMMODATIONS MAY CONTACT THE CITY AT 623-333-2726 OR TDD 623-333-0010 TO MAKE SPECIAL ARRANGEMENTS.





CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - J2
Engineering and Environmental Design, LLC

MEETING DATE:

10/6/2014

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 professional services agreements with J2 Engineering and Environmental Design (J2) to develop design guidelines and planning standards for the El Rio Watercourse Implementation and Management Plan (the Project) in an amount not to exceed \$200,000, authorize appropriation and cash transfers, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

The El Rio Watercourse Master Plan covers an 18-mile reach of the Gila River from the confluence with the Agua Fria River west to the SR-85 Bridge and includes the jurisdictions of Avondale, Buckeye, Goodyear and unincorporated Maricopa County. The Plan outlines a conceptual flood mitigation strategy that protects future and existing development, provides recreational and economic development opportunities, and preserves and restores the river's natural function.

The Plan was developed in 2006 to examine the benefits, opportunities, and impact of a range of flood control management plans that address the flood and erosion hazards and impending development pressures in consideration of public safety, social, economic, and environmental factors and to recommend a preferred watercourse master plan. In 2007, a Memorandum of Understanding (MOU) was signed between the Flood Control District of Maricopa County, Maricopa County Parks and Recreation, Maricopa County Planning and Development, and the municipalities of Avondale, Buckeye and Goodyear. The MOU identified and defined the responsibilities of the participating municipalities for the cost sharing, planning, analysis, and preparation of the Plan.

The term of the initial MOU was for 5 years. The agreement has been renewed by all parties subsequent to the initial expiration. The MOU also developed the framework for cooperation between the participants through four committees. The four committees are the Steering Committee, Administrative Committee, a Citizen Advisory Committee and a Technical Committee.

The Steering Committee establishes policy and priorities and provides direction and general guidance for the development of an implementation and funding framework for the Plan. This committee also directs the implementation efforts for the Plan. The Committee consists of one elected official each for Avondale, Buckeye, Goodyear and the County plus the chairperson of the Administrative Committee.

The Administrative Committee serves as a forum for consideration, study and recommendation of data developed and gathered by the Technical Committee; solicits and considers input from the Citizen Advisory Committee; develops the implementation strategy and recommends the appropriate implementation and funding mechanism to the Steering Committee. The Administrative Committee shall consist of the following members: City Manager of Avondale; City Manager of Buckeye; City Manager of Goodyear; Director of Maricopa County Parks and Recreation; Chief Engineer and General Manager of the Flood Control District of Maricopa County; Director of Maricopa County Planning and Development; and Chairperson of the Technical Committee. The previous Chairman of the Administrative Committee was Charlie McClendon, previous City Manager of Avondale. The Administrative Committee will select a new chair at the next scheduled meeting.

The Citizen Advisory Committee consisting of business leaders, large landowners, representatives of special interest groups, local residents and other interested citizens will provide input to the Steering Committee and the Administrative Committee. The members of the Citizen Committee will be appointed by the Steering Committee, and shall consist of three members each from Avondale, Buckeye, Goodyear, and at least three members at-large or representing special interest groups; not to exceed a total of 15 members.

The Technical Committee will research and design the implementation strategy and mechanism; develop the implementation plan; and provide technical assistance to the Administrative Committee. The Technical Committee shall consist of not more than three representatives from each project partner. The Administrative Committee will designate the representatives of the Technical Committee within one month of the execution of this MOU.

The various committees have met sporadically over the years and do not have a recurring scheduled meeting time. However, the Steering Committee did propose the following projects as part of the five-year plan and the various project leads have completed some of the projects:

- Two vegetation management/salt cedar replacement pilot projects, completed in 2007 and 2008.
- Educational exhibit on the history of the Gila River, installed at the Estrella Park Nature Center in 2010.
- The development of uniform design guidelines, planning standards, and the prioritization of the proposed projects, including the development of design elements and concepts, costs, and funding sources has not been completed but a contractor has been selected, subject to Council approval. The Steering Committee will convene once the contractor has been selected and approved.

On January 16, 2013 the Steering Committee convened a meeting to discuss options for completing development of the uniform guidelines, standards, and prioritization required of the project. In order to complete this task, the committee agreed to obtain a contractor through a Professional Services Agreement (PSA). The selected contractor would demonstrate skills knowledge and abilities in the area of Professional Engineering, Land Use Planning, Landscape Architecture and Economic Development Consultation and Analysis Services (the Project).

The Steering Committee elected the City of Avondale to lead the procurement process and the City of Buckeye to serve as the project lead. The procurement of the Project services is subject to Avondale procurement policies and procedures. The project municipalities agreed that the project would not exceed \$200,000, and each participating municipality would contribute an equal share to the project, not to exceed \$50,000 each.

The City of Buckeye will serve as the project lead once a contractor is selected. Buckeye will manage and oversee the day to day operations of the actual project development. The City of Avondale is only responsible for selecting the contractor and paying for the contractor services, with

equal cost sharing by all participant parties. The City of Avondale represents the smallest portion of the total El Rio planning area and it was determined that the municipality with the majority of the property in the El Rio planning area, Buckeye, should serve as the project activity lead.

DISCUSSION:

On July 1, 2013 the City Council adopted a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale, the Flood Control District of Maricopa County, the Town of Buckeye, and the City of Goodyear (the Parties) for the cost sharing, planning, analysis, and preparation for the Project.

As part of the agreement, the City of Avondale (the City) shall:

- Serve as the lead agency for contracting for consultant services for the Project.
- Develop the consultant scope of services for the Project through a scoping process.
- Fully include the participating entities in the consultant selection process.
- Invoice the participating municipalities \$25,000.00 (each) upon award of the contract.
- Invoice the participating municipalities \$25,000 (each) at the conclusion of the Project.

On February 27, 2014 the City of Avondale issued a Request for Statements of Qualifications (SOQ), Solicitation Number: PR 14-013 seeking qualified firms interested in providing professional engineering, land-use planning and landscape architecture services, as well as economic development consultation and analysis services to develop the Project. On April 22, 2014, after the conclusion of the competitive process, J2 was selected as vendor for the Project.

This agreement fully meets the City of Avondale and the other participating entities' requirements for professional engineering, land-use planning and landscape architecture services, as well as economic development consultation and analysis services to develop the Project.

The term of the contract shall be a one year initial term with the ability to renew for one successive one year term if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in the subsequent year.

BUDGET IMPACT:

The contract amount will not exceed \$200,000.

The participating entities will share the plan cost by one-quarter equal shares (25% each). Each participating entity agrees to pay an amount no greater than \$50,000 upon receipt of an invoice from the City of Avondale.

Funds for the project were not included in the Parks Capital budget in this fiscal year. Staff is requesting Council authorize two transfers: 1) an appropriation and cash transfer of \$50,000 from the Contingency fund (101-5300-00-9900) to Parks CIP (310-1029-00-8001), and 2) an appropriation transfer of \$150,000 from unanticipated revenues (209-5300-00-6990) to Parks CIP (310-1029-00-8001). The cash for the \$150,000 will come from the other participating entities.

RECOMMENDATION:

Staff recommends that the City Council approve the professional services agreements with J2 Engineering and Environmental Design (J2) to develop design guidelines and planning standards for the El Rio Watercourse Implementation and Management Plan (the Project) in an amount not to exceed \$200,000, authorize appropriation and cash transfers, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Description

[PSA - J2 Engineering and Environmental Design, LLC](#)

Professional Services Agreement - J2 Engineering and Environmental Design, LLC

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35127>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3219-1014 - Amendment to the Avondale Municipal Art Committee Bylaws

MEETING DATE:

10/6/2014

TO: Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests the City Council consider a request to adopt a resolution amending the by-laws of the Avondale Municipal Art Committee to reduce the number of regular committee members from nine to seven and to add a representative from the Western Avenue/Historic Avondale district as an ex-officio position.

BACKGROUND:

The Avondale Municipal Arts Committee was established on July 18, 2005 as a result of the City Council's desire to have input from a citizens advisory committee on matters related to public art in Avondale. The Municipal Arts Committee's role is to recommend projects, design concepts, or make specific art purchases with recommendations on their placement to the City Council for final approval.

The Committee is made up of nine regular members, two alternate members, and an ex-officio (non-voting) member from the West Valley Arts Council. Currently, there are two vacancies on the Committee. Furthermore, the alternate positions are also vacant.

DISCUSSION:

Thanks to the efforts of the Committee, as well as residents and local businesses, interest in the arts is growing in Avondale. One area in particular where public art is flourishing is in the Historic Avondale area, where, through the support of the neighborhood and the Western Avenue businesses, numerous mural projects have been completed, monthly Western Avenue art walks have taken place, and art galleries have opened. Council has expressed a desire to include representation on the Municipal Art Committee from the Western Avenue district to ensure enhanced communication and coordination regarding projects and efforts.

On May 20, 2014, staff presented a proposal to the committee regarding amending the by-laws to include representation from the Western Avenue/Historic Avondale area. The committee was open to amending its by-laws to include an ex-officio (non-voting) member on the committee. Currently, the Committee seats one other ex-officio representative from the West Valley Arts Council.

The Committee also expressed a desire to reduce the current number of regular members from nine to seven. With two vacancies on the Committee and two un-filled alternate seats, meeting quorum requirements poses a challenge.

For background purposes, the Avondale Municipal Art Committee's bylaws originally called for seven regular members. The Committee was later expanded to nine members in 2010.

Should Council approve the change in the by-laws, recruitment to fill positions on the Art Committee would take place as part of the regular process for Board/Commission appointment. Board/Commission openings are published on the city's website, advertised through print in the newspapers, as well as via press releases and social media. Additionally, staff will make a concerted effort to reach out to business owners, merchants, artists and other stakeholders in the Western Avenue/Historic Avondale area to 1. make them aware of the newly created ad-hoc position, and 2. encourage them to apply.

BUDGET IMPACT:

None.

RECOMMENDATION:

Staff recommends the Council adopt a resolution amending the by-laws of the Avondale Municipal Art Committee to reduce the number of regular committee members from nine to seven and to add a representative from the Western Avenue/Historic Avondale district as an ex-officio position.

ATTACHMENTS:

Description

[Resolution 3219-1014](#)

RESOLUTION NO. 3219-1014

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE MUNICIPAL ART COMMITTEE BYLAWS.

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

SECTION 1. The City of Avondale Municipal Art Committee Bylaws, Amended and Restated October 6, 2014 (the “Bylaws”), are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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, October 6, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3219-1014

[Bylaws]

See following pages.

**CITY OF AVONDALE
MUNICIPAL ART COMMITTEE
BYLAWS
Amended and Restated October 6, 2014**

I. Name. The name of this organization shall be the *Avondale Municipal Art Committee* (the "Committee").

II. Powers and Duties of the Committee. The Committee shall:

A. Develop program guidelines and procedures and advise the City Council and City staff on matters and issues pertaining to the acquisition, maintenance and disposition of works of art, public art displays, monuments and memorials. This includes, but is not limited to, administering a public arts program, planning community arts events in conjunction with City Staff and maintaining an inventory of the City's public art. The Committee shall submit all projects that will require capital expenditures (a "Capital Project") to the City Council for conceptual approval before committing the funds. The Committee will then bring to the City Council a final recommendation on the Capital Project and its placement.

B. Administer the Municipal Arts Fund in carrying out program objectives established by the Committee. At the discretion of the City Council, an amount up to 1/2% of the General Funds transferred to the Capital Improvement Budget may be deposited in the Municipal Arts Fund annually through the budget process.

C. Set long-range program goals with an annual work plan for the Committee.

D. Recommend to the City Council the placement of publicly funded art, gifts or temporary use of loaned art and memorials and/or monuments.

E. Promote and advocate for the arts and other cultural activities including special cultural events.

F. Recommend to the City Council funding sources and possible grant opportunities pertaining to the arts.

G. Support the City Council goals and be consistent with the City's Strategic Plan, Priority Areas and General Plan.

III. Membership and Composition.

A. Number of Committee Members. The Committee shall be composed of seven regular members (collectively, the "Members"). The Committee shall also have one alternate member ("Alternate Member") and two standing ex-officio members, who shall be representatives from the West Valley Arts Council and the Western Avenue Business and Arts District ("Ex-Officio Members"). The Alternate Member and Ex-Officio Members shall attend and may participate in Committee meetings, but shall not be authorized to vote at any Committee meeting.

B. Membership Eligibility and Appointment. Each of the Members and the Alternate Member shall be Avondale residents and shall meet all eligibility criteria as outlined in the City

Council Rules of Procedure. The Ex-Officio Members need not be residents of Avondale. The Committee welcomes both artists and patrons of the arts as Members or the Alternate Member. Appointment of Members and the Alternate Member shall be conducted according to the City Council Rules of Procedure.

C. Term. Unless appointed to fill a vacancy mid-term, each Member's or Alternate Member's term of office shall be three years, unless the Member or Alternate Member resigns sooner or is removed from his or her position.

D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.

E. Vacancy. Any vacancy on the Committee shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council pursuant to the City Council Rules of Procedure. If the Alternate Member has not been appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.

F. Attendance. All Members, the Alternative Member, and the Ex-Officio Members are required to attend all Committee meetings, unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and shall be grounds for removal of the Member as outlined in Section G below.

G. Removal. Any Member, the Alternate Member or any Ex-Officio Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council in its sole discretion; provided, however, that in the case of removal of a Member, an Ex-Officio Member or the Alternate Member due to excessive absences, it shall be assumed that said Member, Ex-Officio Member or Alternate Member has chosen to forfeit his or her seat on the Committee.

IV. Committee Officers and Staff.

A. Chairperson and Vice-Chairperson. At the first regularly scheduled Committee meeting of each calendar year, the Committee shall annually elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Committee meetings, (ii) decide all points of order and procedure, (iii) appoint subcommittees if necessary and coordinate the work of the subcommittees, (iv) serve as a representative of the Committee to other governmental units on such matters as have been approved and designated by the Committee and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Committee and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the

duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice Chairperson shall be filled by a simple majority vote of the Members then present at the next meeting of the Committee.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a Committee meeting by an affirmative vote of a three-fourths majority of the Members then present.

E. City Staff Liaison. An Assistant City Manager or authorized designee shall serve as the City Staff Liaison to furnish support to the Committee as requested or as required to advise and furnish professional and technical advice.

F. Legal Counsel. The Committee may request that the Avondale City Attorney or authorized designee provide legal advice on points of order, procedure, or other matters related to the Committee's duties.

V. Committee Meetings.

A. Frequency. Committee meetings shall be held monthly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Committee Meetings. Additional Committee meetings may be held (i) on the call of the Chairperson, (ii) by the request of two or more Members or (iii) by giving notice to all the Members, the Alternate Member and the Ex-Officio Members by electronic, telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law, at least 24 hours before the meeting.

C. Participation by the Public. Committee meetings shall be open to the public. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A majority of the Committee Members present at a meeting shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. The Alternate Member and the Ex-Officio Members may not vote at any Committee meeting.

E. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson and posted no less than 24 hours before the Committee meeting in accordance with the Arizona Open Meeting Law.

F. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

G. Open Meeting Law. The Committee is subject to the Arizona Open Meeting Law.

VI. Special Committees. The Committee may create special subcommittees for specific purposes as it deems necessary. Such subcommittees shall automatically dissolve when their work is completed and after their final reports have been accepted by the Committee.

VII. Amendments. Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members then present. The Committee will then forward the recommendations for amendments to the Bylaws to the City Council for its consideration.