



CITY COUNCIL AGENDA

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

REGULAR MEETING
November 3, 2014
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. NEW EMPLOYEE INTRODUCTION

Jessica Blazina, Community Resources and Public Affairs Assistant Director
Darcy Lowery, Sr. Human Resources Analyst
Sherie Steel, Care 1st Avondale Resource and Housing Center Coordinator
Lauren Twigg, Management Intern

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

Regular Meeting of October 20, 2014

b. CONTINGENCY TRANSFER FOR FINAL PAYMENT TO MMI TANK & INDUSTRIAL SERVICE

City Council will consider a request to approve the transfer of \$175,046.65 from the water operations contingency fund to the capital improvement project line item for the final payment of contracted services to MMI Tank & Industrial Service for the Northside Booster Station Modification and Tank Coating Project. The Council will take appropriate action.

c. SPECIAL EVENT LIQUOR LICENSE - NIGHT UNDER THE STARS

City Council will consider a request from Mr. Clint Hickman for a special event liquor license application to be used in conjunction with a fundraiser sponsored by the St. Thomas Aquinas Catholic Church Development Committee on Saturday, November 22, 2015 at St. Thomas Aquinas School located at 13720 W Thomas Road in Avondale. The Council will take appropriate action.

d. SPECIAL EVENT LIQUOR LICENSE - STAGS WILDCATS POKER NIGHT

City Council will consider a request from Mr. Nick Rodriguez for a special event liquor license application to be used in conjunction with a fundraiser sponsored by the STAGS Wildcats Dad's Club on Saturday, November 15, 2015 at St. Thomas Aquinas School located at 13720 W Thomas Road in Avondale. The Council will take appropriate action.

e. LIQUOR LICENSE SERIES 6 - ACQUISITION OF CONTROL - BRUNSWICK TRI-CITY BOWL

City Council will consider a request from Michael Raymond Horsley for approval of an application for Acquisition of Control of a Series 6 Bar Liquor License at Brunswick Tri-City Bowl located at 1425 N. Central Avenue in Avondale. The Council will take appropriate action.

f. LIQUOR LICENSE PERMANENT EXTENSION OF PREMISES - PETER PIPER PIZZA

City Council will consider a request submitted by Mr. Richard Allen Kerley on behalf of Peter Piper, Inc. for approval of a permanent extension of premises to the Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Peter Piper Pizza #232 located at 10170 W McDowell Road in Avondale. The Council will take appropriate action

g. CONTRACT AWARD - SALT WORKS

City Council will consider a request to approve a contract with Salt Works to provide coarse salt for use in water and wastewater operations for an annual amount not to exceed \$80,071.20; with an option of four (4) one-year renewals for an aggregate amount not to exceed \$400,356; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

h. RESOLUTION 3225-1114 AUTHORIZING GRANT ACCEPTANCE FROM GOHS FOR DUI ENFORCEMENT

City Council will consider a resolution authorizing acceptance of a grant from the Governor's Office of Highway Safety in the amount of \$26,000 to support the Police Department's funding of Driving under the Influence enforcement through overtime expenses and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 3226-1114 AUTHORIZING GRANT ACCEPTANCE FROM GOHS FOR DUI ENFORCEMENT VEHICLE

City Council will consider a resolution authorizing acceptance of a grant from the Governor's Office of Highway Safety in the amount of \$44,000, which will support the Police Department's purchase of a DUI Enforcement Police Package Vehicle and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 DESIGNATION OF VOTING DELEGATES FOR NLC ANNUAL BUSINESS MEETING

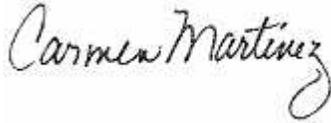
City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in Austin, Texas on Saturday, November 22, 2014. The Council will take appropriate action.

6 EXECUTIVE SESSION

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding (i) Winners Development Company vs City of Avondale and (ii) a lease agreement for City Center property.

7 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:

Contingency Transfer for final payment to MMI
Tank & Industrial Service

MEETING DATE:

11/3/2014

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, 623-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting City Council approve a transfer of contingency appropriations for the final payment of contracted services to MMI Tank & Industrial Service in the amount of \$175,046.65 for the Northside Booster Station Modification and Tank Coating Project. The contingency appropriation will be transferred from the water operations contingency fund and be placed in the capital improvement line item to complete the final close out for this project.

DISCUSSION:

City Council authorized the Northside Booster Station Modification and Tank Coating Project on January 21, 2014. At the time the contract was awarded it was anticipated that the work would be completed prior to the end of the 2013/14 fiscal year. The project took longer than was originally anticipated and was not closed out until July 2014, which carried the project into the new fiscal year. The appropriation however, was not carried over to the new fiscal year. As a result, staff is requesting appropriation be transferred from the water operations contingency fund to the project capital fund, to cover the final payment on the project in the amount of \$175,046.65. This transfer of appropriation has no effect on the cash within each fund as the cash was unspent and is available in the capital project fund for this project.

BUDGET IMPACT:

The water operations budget has \$1,000,000 in contingency (501-9110-00-9900) in the current operating budget. After the requested transfer of \$175,046.65 to the Northside Booster Station Modification and Tank Coating Project line item (514-1283-00-8520), a balance of \$824,953.35 will remain in contingency appropriations.

RECOMMENDATION:

Staff recommends the City Council approve a contingency appropriation transfer for the final payment of contracted services to MMI Tank & Industrial Service in the amount of \$175,046.65 for the Northside Booster Station Modification and Tank Coating Project.



CITY COUNCIL AGENDA

SUBJECT:

Special Event Liquor License - Night Under the Stars

MEETING DATE:

11/3/2014

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

Staff is recommending approval of a special event liquor license applications submitted by Mr. Clint Hickman on behalf of the St. Thomas Aquinas Catholic Church Development Committee for a dinner/dance fundraiser to benefit the school to be held on Saturday, November 22, 2015 at St. Thomas Aquinas School located at 13720 W Thomas Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Clint Hickman on behalf of the St. Thomas Aquinas Catholic Church Development for a special event liquor license to be used in conjunction with a dinner/dance fundraiser to benefit the school on Saturday, November 22, 2014 from 6:00 pm to 12:00 am at the school.

The Police and Fire Department have reviewed the application and are recommending approval.

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

Criminal history of the applicant - A background check of the representative, Mr. Hickman revealed no contact with the Avondale Police Department.

1. The event is a fundraiser
2. Security measures taken by the applicant - a trained bartender will be available at the event and will be checking IDs
3. Beer and wine liquors will be served
4. Beverages will be dispensed in disposable cups
5. This is the first time the organizer of this event has submitted an application for a special event liquor license
6. No problems are foreseen for this event in terms or noise, time or length of the event as it will be held outdoors in the school's courtyard
7. The event will last six hours
8. Sanitary facilities are available within the facility
9. Zoning designation at this location is Planned Area Development. Development Services staff has indicated that the proposed use will not result in incompatible land uses.
10. Anticipated daily attendance in the liquor area is 250

11. The event is a dinner/dance fundraiser
12. Per the Police and Engineering Department, no traffic control measures will be necessary as there is ample parking within the facility

RECOMMENDATION:

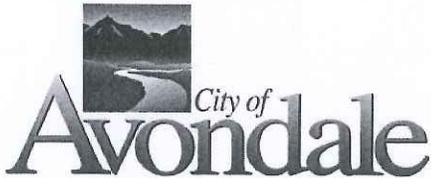
Staff is recommending approval of a special event liquor license applications submitted by Mr. Clint Hickman on behalf of the St. Thomas Aquinas Catholic Church Development Committee for a dinner/dance fundraiser to benefit the school to be held on Saturday, November 22, 2015 at St. Thomas Aquinas School located at 13720 W Thomas Road in Avondale.

ATTACHMENTS:

Description

[Application](#)

[Departmental Review](#)



Special Event Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

GENERAL INFORMATION – Applicant must be a member of the qualifying organization and authorized to submit the application

NIGHT UNDER THE STARS	11 / 22 / 14
Name of Event	Date of Event
DINNER / DANCE	ST. THOMAS AQUINAS
Nature of Event (carnival, dinner, dance, concert, etc.)	Name of Venue
13720 W. THOMAS RD. AVONDALE 85392	[REDACTED]
Location Address	Phone Number Fax Number
CLINT HICKMAN	chickman@hickmansegg5.com
Name of applicant (Must be on site during the event)	E-Mail Address
ST. THOMAS AQUINAS	Development Committee
Sponsoring Organization	Type of Organization
CLINT HICKMAN	501-C-3#
Name of contact at Sponsoring Organization	Phone Number
	[REDACTED]

EVENT INFORMATION

Is this event open to the public? Yes No

Event location complies with zoning regulations Yes No

Will portable restroom facilities be available? Yes No If yes, how many facilities will be available? _____ Provide the following and indicate location on site plan

Company _____

Address _____

Contact _____ Phone: _____

- ◆ Guideline for anticipated attendance/portable restrooms ratio for a 6 hour event: 80 people per unit if alcohol is served; 100 people per unit if alcohol is not served.

STREETS / TRAFFIC

Does the event propose closing, blocking, or using of any city streets, sidewalks, alleys, or public parking lots? Yes No

If yes, provide the following:

What	From/To	Date(s)	Time(s)

- ◆ *Street closures must be approved by the Police, Fire and Field Operations Departments*

ALCOHOL

* Minors are not allowed in areas designated for alcohol consumption. Applicant must be a member of the qualifying organization and authorized to submit application.

Is alcohol included in the admission price to the event? Yes No
(applies to charitable, religious, fraternal or political groups only)

Anticipated attendance in liquor area:

HOURS:

	DATE:	DAY:	FROM A.M./P.M	TO A.M./P.M	ANTICIPATED DAILY ATTENDANCE	ANTICIPATED PEAK DAILY ATTENDANCE
DAY 1:	11/22	SAT.	6 P.M	12 P.M.	250	
DAY 2:						
DAY 3:						
DAY 4:						
DAY 5:						
DAY 6:						
DAY 7:						
DAY 8:						
DAY 9:						
DAY 10:						

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

WE WILL BE USING A trained bartender.

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

Trained bartender, parents, private event

Will more than 50% of the event's gross revenues be derived from alcohol sales? Yes No

Type of alcohol to be served: Beer Wine spirituous liquor

How will the alcohol be served?

glasses bottles Plastic Containers disposable cups cans

How will alcohol be obtained? Both by purchase as well as donated

Has the applicant been convicted of a felony in the past five years? Yes No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? Yes No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? Yes No

If yes, please give specific information including event, dates and nature of disturbance.

Sound System YES

EVENT SECURITY

**The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.*

Will private security be used at the event? Yes No
If yes, provide name of company _____

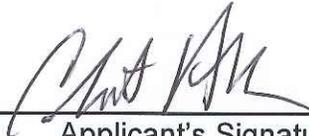
Will the event be requesting off-duty Avondale Police Officers? Yes No

FEES

The fee for a Special Event Liquor License is \$25.00 per event day and must accompany this application - this is in addition to the State's fee.

CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

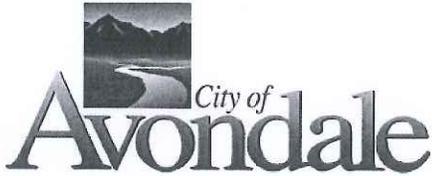


Applicant's Signature

10/24/14

Date

Please submit application to:
City Clerk's Department
11465 W. Civic Center Drive, Suite 200
Avondale, Arizona 85323



Special Event Liquor License Application

ADDENDUM

Please provide the information requested below. This information is being requested in order to process the application and will be used only for the purpose of conducting a background investigation of the applicant.

NIGHT UNDER THE STARS

Name of Event

11/22/14

Date of Event

CLINT HICKMAN

Name of applicant (Must be on site during the event)

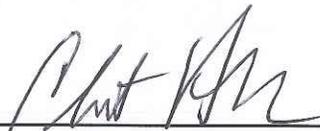
Social Security Number

[REDACTED]

[REDACTED]

Driver License Number

Date of Birth


Applicant's Signature

10/24/14

Date

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

Name	Address	Percentage
ST. THOMAS AQUINAS	13720 W. THOMAS RD.	100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

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

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

____ # Police Fencing
____ # Security personnel Barriers

EVENT TO BE HELD IN Church Courtyard. PRIVATE EVENT. FENCE AND BUILDINGS ENOUGH TO BARRICADE

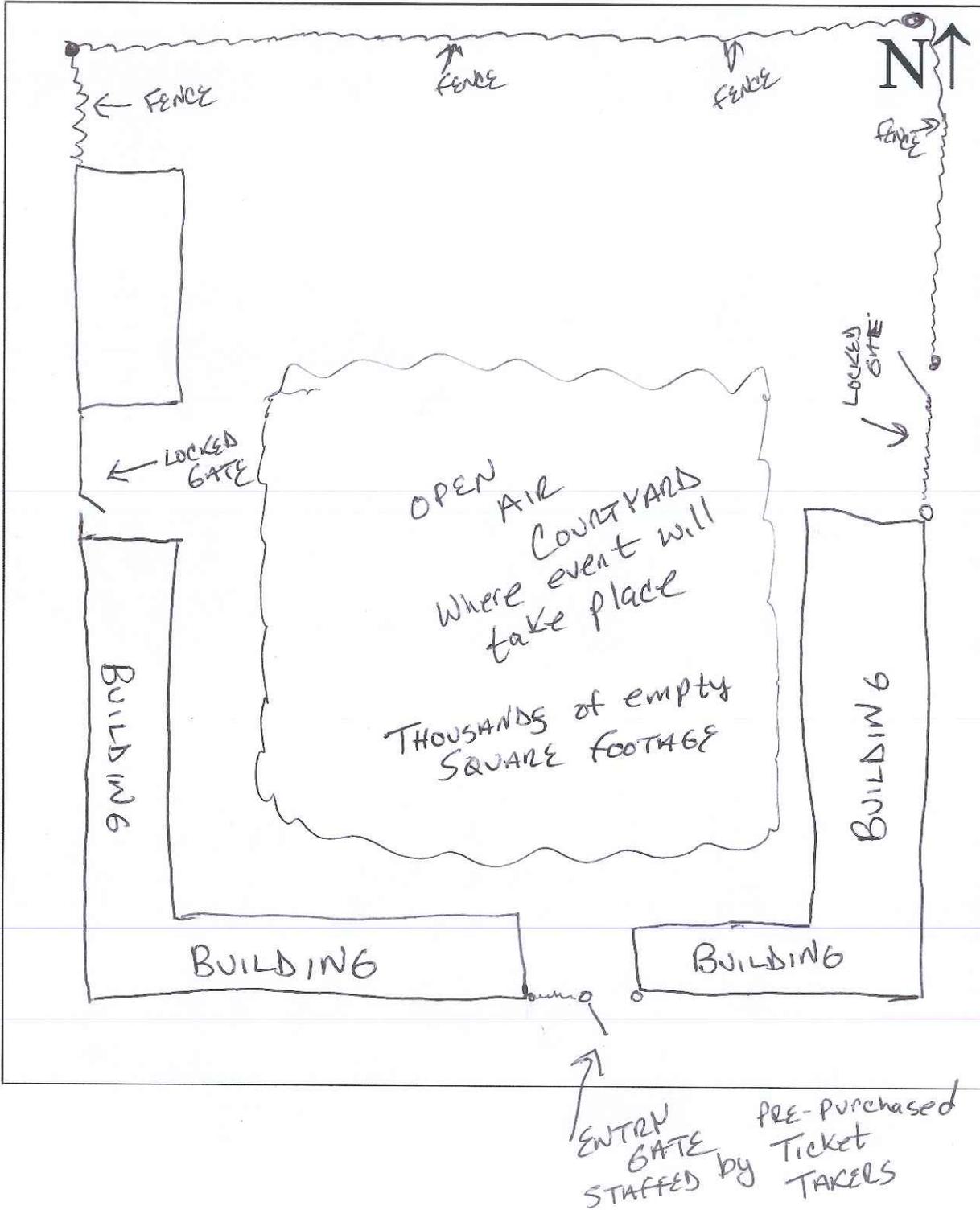
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

____ () _____
Name of Business Phone Number

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

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

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



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

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

X Cynthia Scheller (Signature) Principal (Title/Position) 10-24-14 (Date) 623-935-0945 (Phone #)

State of AZ County of MARICOPA
The foregoing instrument was acknowledged before me this

24th OCTOBER 2014
Day Month Year

My Commission expires on: 1/29/16 (Date)

[Signature] (Signature of NOTARY PUBLIC)
BRANDON MELLO
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 28, 2016

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

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

X [Signature] (Signature) State of AZ County of MARICOPA
The foregoing instrument was acknowledged before me this

24th OCTOBER 2014
Day Month Year

My commission expires on: 1/29/16 (Date)

[Signature] (Signature of NOTARY PUBLIC)
BRANDON MELLO
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
January 28, 2016

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

Event





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: CLINT HICKMAN

ORGANIZATIONS NAME: ST. THOMAS AQUINAS

NAME OF EVENT: NIGHT UNDER THE STARS

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: DINNER/DANCE

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE
Police Chief

TITLE

10/29/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **NOV 3, 2014**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **OCT 28, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: CLINT HICKMAN

ORGANIZATIONS NAME: ST. THOMAS AQUINAS

NAME OF EVENT: NIGHT UNDER THE STARS

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: DINNER/DANCE

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Valorie Russell

SIGNATURE

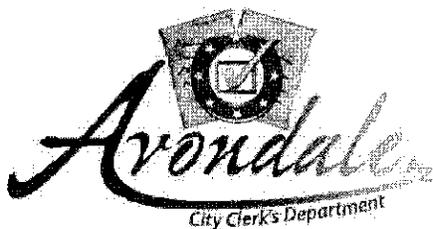
10/28/14

DATE

Fire Inspector

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT 28, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: CLINT HICKMAN

ORGANIZATIONS NAME: ST. THOMAS AQUINAS

NAME OF EVENT: NIGHT UNDER THE STARS

EVENT ADDRESS: 1015 N. 8TH STREET

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

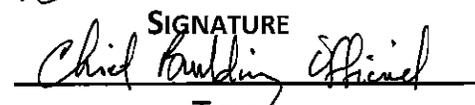
PURPOSE OF EVENT: DINNER/DANCE

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE


TITLE

10/28/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT 28, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: CLINT HICKMAN

ORGANIZATIONS NAME: ST. THOMAS AQUINAS

NAME OF EVENT: NIGHT UNDER THE STARS

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: DINNER/DANCE

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Zoning Specialist

TITLE

10/28/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT 28, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: CLINT HICKMAN

ORGANIZATIONS NAME: ST. THOMAS AQUINAS

NAME OF EVENT: NIGHT UNDER THE STARS

EVENT ADDRESS: 1015 N. 8TH STREET

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

PURPOSE OF EVENT: DINNER/DANCE

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

A handwritten signature in black ink that reads "Alex Yang".

SIGNATURE

A handwritten date "10/28/14" written in black ink.

DATE

A handwritten title "Tax Audit Supervisor" written in black ink.

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV 3, 2014

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT 28, 2014



CITY COUNCIL AGENDA

SUBJECT:

Special Event Liquor License - STAGS Wildcats
Poker Night

MEETING DATE:

11/3/2014

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

Staff is recommending approval of a special event liquor license applications submitted by Mr. Nick Rodriguez on behalf of the STAGS Wildcats Dad's Club for a fundraiser to be held on Saturday, November 15, 2015 at St. Thomas Aquinas School located at 13720 W Thomas Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Nick Rodriguez on behalf of the STAGS Wildcats Dad's Club at St. Thomas Aquinas School for a special event liquor license to be used in conjunction with a poker night fundraiser on Saturday, November 15, 2014 from 6:00 pm to 12:00 am at the school.

The Police and Fire Department have reviewed the application and are recommending approval.

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

Criminal history of the applicant - A background check of the representative, Mr. Rodriguez revealed no contact with the Avondale Police Department.

1. The event is a fundraiser
2. Security measures taken by the applicant - This is a 21 and over event. Attendees will be carded at registration
3. Beer and wine liquors will be served
4. Beverages will be dispensed in disposable cups
5. This is the first time the organizer of this event has submitted an application for a special event liquor license
6. No problems are foreseen for this event in terms or noise, time or length of the event as it will be held indoors
7. The event will last six hours
8. Sanitary facilities are available within the facility
9. Zoning designation at this location is Planned Area Development. Development Services staff has indicated that the proposed use will not result in incompatible land uses.
10. Anticipated daily attendance in the liquor area is 85
11. The event is a poker night fundraiser

12. Per the Police and Engineering Department, no traffic control measures will be necessary as there is ample parking within the facility

RECOMMENDATION:

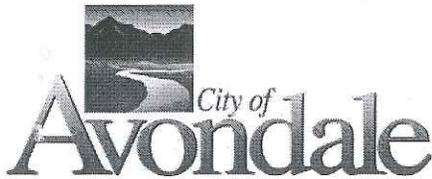
Staff is recommending approval of a special event liquor license applications submitted by Mr. Nick Rodriguez on behalf of the STAGS Wildcats Dad's Club for a fundraiser to be held on Saturday, November 15, 2015 at St. Thomas Aquinas School located at 13720 W Thomas Road in Avondale.

ATTACHMENTS:

Description

[Application](#)

[Departmental Review](#)



Special Event Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

GENERAL INFORMATION – Applicant must be a member of the qualifying organization and authorized to submit the application

Stags Wildcats Poker Night
Name of Event

11/15/14
Date of Event

Fund Raiser Dinner
Nature of Event (carnival, dinner, dance, concert, etc.)

St. Thomas Aquinas church
Name of Venue

13720 W. Thomas Rd
Location Address

[REDACTED] ()
Phone Number Fax Number

Nick Rodriguez
Name of applicant (Must be on site during the event)

AZCATZ1422@yahoo.com
E-Mail Address

STAGS WILDCATS
Sponsoring Organization

Booster Club
Type of Organization

26-756-3865
501-C-3#

Nick Rodriguez
Name of contact at Sponsoring Organization

X [REDACTED]
Phone Number

EVENT INFORMATION

Is this event open to the public? Yes No

Event location complies with zoning regulations Yes No

Will portable restroom facilities be available? Yes No If yes, how many facilities will be available? _____ Provide the following and indicate location on site plan

Company _____

Address _____

Contact _____ Phone: _____

- ◆ Guideline for anticipated attendance/portable restrooms ratio for a 6 hour event: 80 people per unit if alcohol is served; 100 people per unit if alcohol is not served.

STREETS / TRAFFIC

Does the event propose closing, blocking, or using of any city streets, sidewalks, alleys, or public parking lots? Yes No

If yes, provide the following:

What	From/To	Date(s)	Time(s)

- ◆ Street closures must be approved by the Police, Fire and Field Operations Departments

ALCOHOL

* Minors are not allowed in areas designated for alcohol consumption. Applicant must be a member of the qualifying organization and authorized to submit application.

Is alcohol included in the admission price to the event? Yes No
(applies to charitable, religious, fraternal or political groups only)

	Anticipated attendance in liquor area:		HOURS:		ANTICIPATED DAILY ATTENDANCE	ANTICIPATED PEAK DAILY ATTENDANCE
	DATE:	DAY:	FROM A.M./P.M.	TO A.M./P.M.		
DAY 1:	11/15/14	SAT	6 p.m.	12 a.m.	85	85
DAY 2:						
DAY 3:						
DAY 4:						
DAY 5:						
DAY 6:						
DAY 7:						
DAY 8:						
DAY 9:						
DAY 10:						

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

Attendance is 21 and over, check IDs of anyone in question

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

They will not be allowed to attend events

Will more than 50% of the event's gross revenues be derived from alcohol sales? Yes No

Type of alcohol to be served: Beer Wine _____ spirituous liquor

How will the alcohol be served?

_____ glasses _____ bottles _____ Plastic Containers disposable cups _____ cans

How will alcohol be obtained? Purchased from total wine

Has the applicant been convicted of a felony in the past five years? Yes No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? Yes No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? Yes No

If yes, please give specific information including event, dates and nature of disturbance.

Sound System NONE

EVENT SECURITY

**The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.*

Will private security be used at the event? Yes No
If yes, provide name of company _____

Will the event be requesting off-duty Avondale Police Officers? Yes No

FEES

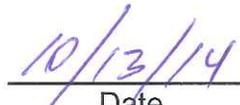
The fee for a Special Event Liquor License is \$25.00 per event day and must accompany this application - this is in addition to the State's fee.

CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

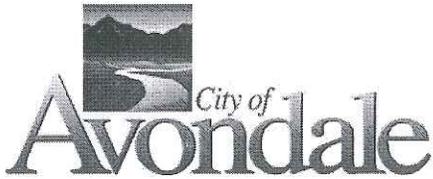


Applicant's Signature



Date

Please submit application to:
City Clerk's Department
11465 W. Civic Center Drive, Suite 200
Avondale, Arizona 85323



Special Event Liquor License Application

ADDENDUM

Please provide the information requested below. This information is being requested in order to process the application and will be used only for the purpose of conducting a background investigation of the applicant.

Stags Wildcatz Peter Night
Name of Event

11/15/14
Date of Event

Nicholas Rodriguez
Name of applicant (Must be on site during the event)

[REDACTED]
Social Security Number

[REDACTED]
Driver License Number

[REDACTED]
Date of Birth

[Signature]
Applicant's Signature

10/13/14
Date

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DEPT USE ONLY
LIC#

1. Name of Organization: STAGS WILDCAT DADS CLUB

2. Non-Profit/I.R.S. Tax Exempt Number: 26-2563865

3. The organization is a: (check one box only)

- Charitable
- Fraternal (must have regular membership and in existence for over 5 years)
- Civic
- Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? Raise Money for school

5. Location of the event: 13720 W. Thomas Rd Avondale Maricopa 85392
Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: Rodriguez Nicolas Robert [Redacted]
Last First Middle Date of Birth

7. Applicant's Mailing Address: [Redacted]
Street City State Zip

8. Phone Numbers: [Redacted] (602) 938 0495 [Redacted]
Site Owner # Applicant's Business # Applicant's Home #

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

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>11/15/14</u>	<u>SAT</u>	<u>open</u>	<u>12 am</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 0 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

<u>Name</u>	<u>Address</u>	<u>Percentage</u>
<u>STAGS Wildcats Dads Club</u>	<u>13720 W. Thomas Rd</u>	<u>25%</u>
<u>St. Thomas Aquinas High School</u>	<u>13720 W. Thomas Rd</u>	<u>75%</u>

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

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

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

____ # Police Fencing
____ # Security personnel Barriers

Event Volunteers / Bar Area in a separate room

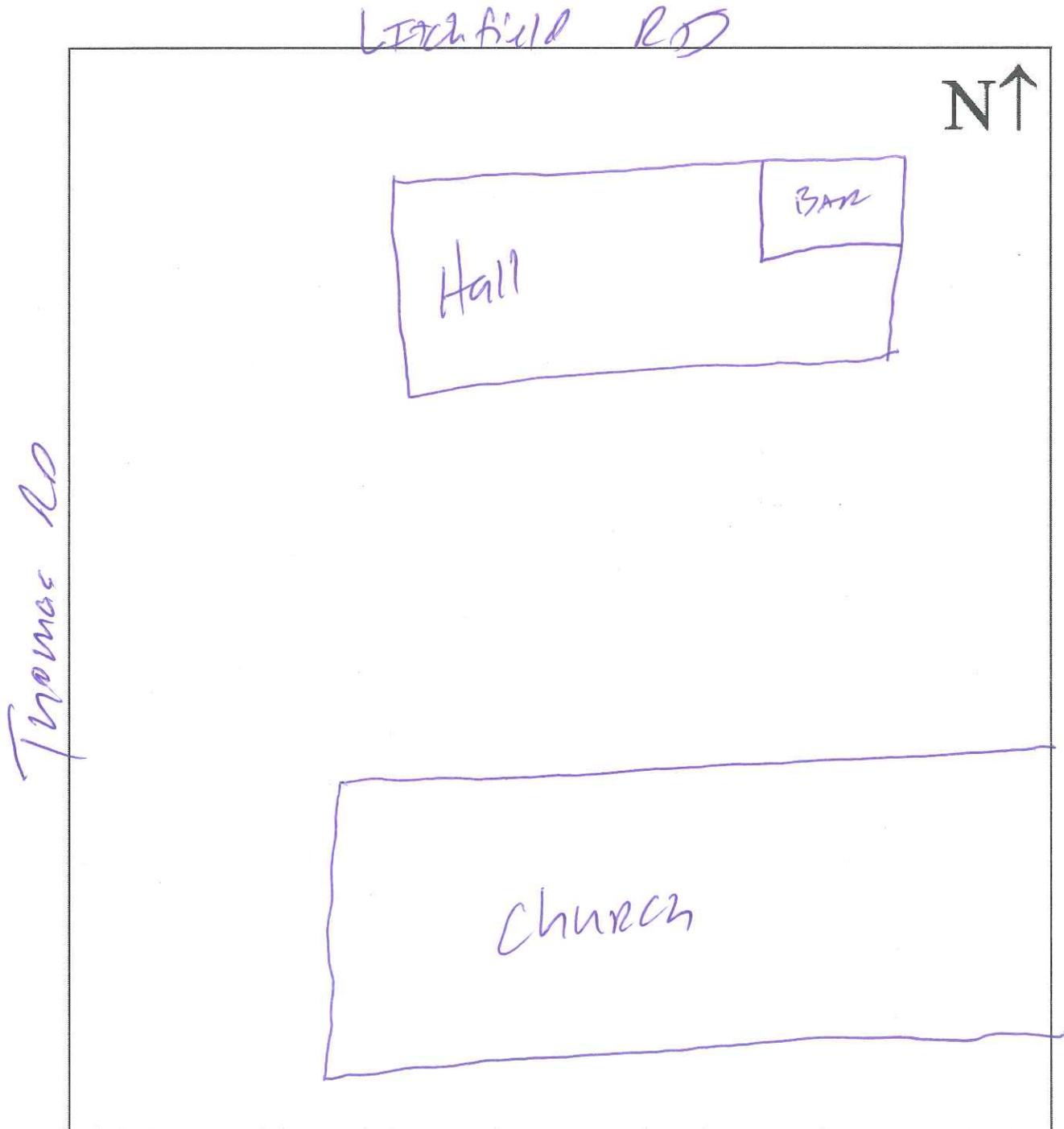
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

____ () _____
Name of Business Phone Number

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

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

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



PARKING

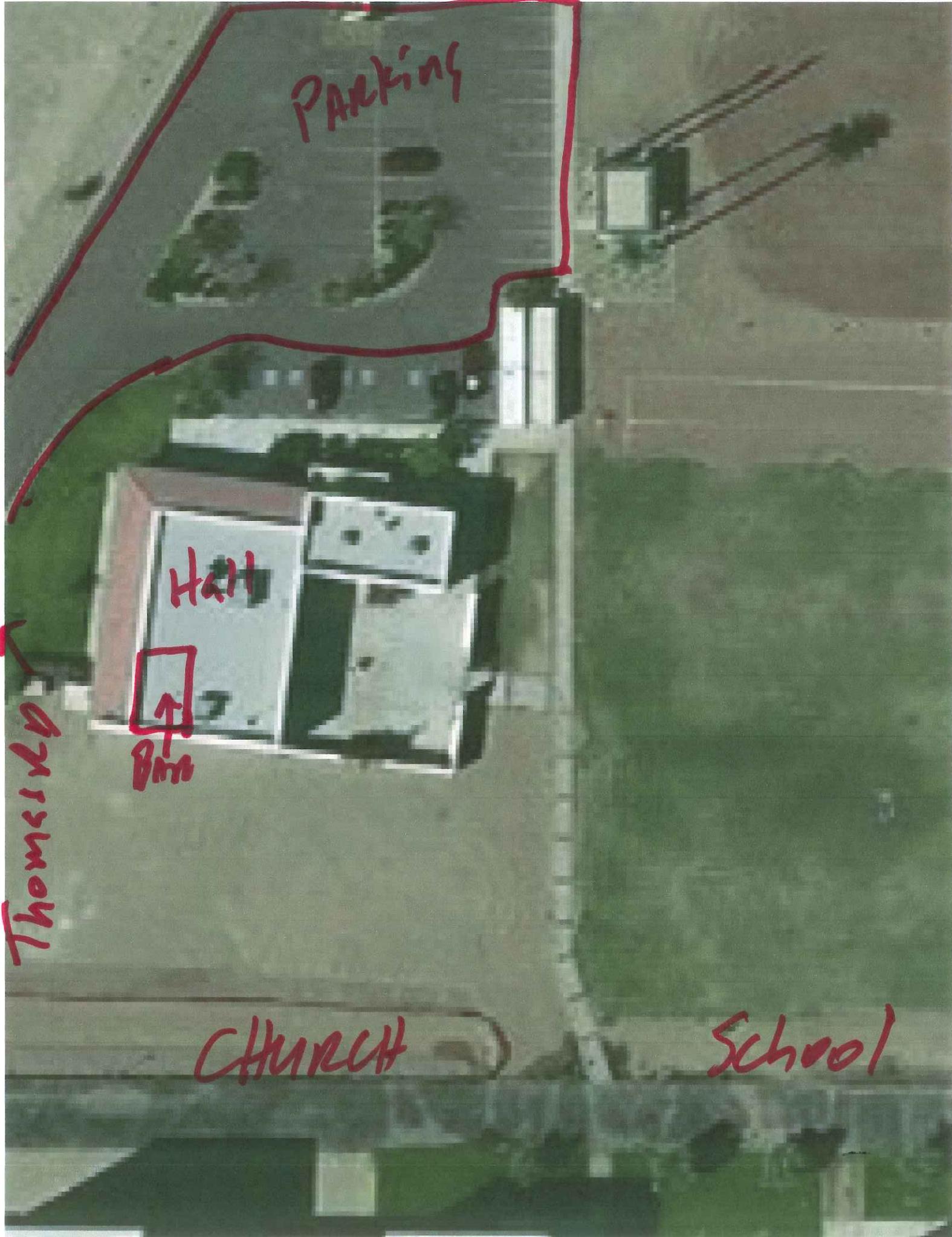
Hall

↑
Bin

Thomson

CHURCH

SCHOOL



STA POKER NIGHT

- THIS EVENT IS HELD TO RAISE MONEY FOR THE STUDENTS OF ST. THOMAS AQUINAS
- WE HAVE AN ITALIAN DINNER WITH BEER/WINE/SODA
- ALL PLAYERS MUST BE OVER 21 YEARS OLD
- VOLUNTEERS WORK THE EVENT + MONITOR ALL ASPECTS OF THE NIGHT
- POKER + DINNER ARE IN THE HALL ~~AND~~ ALL BEVERAGES ARE SERVED IN A SEPARATE ROOM
- THE NIGHT STARTS AT 6PM AND ENDS AROUND 11:00PM
- WE WILL HAVE AROUND 80 PEOPLE PLAYING

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

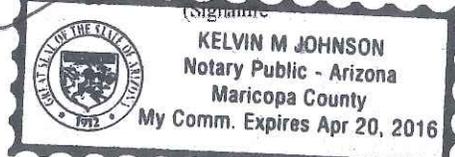
18. I, Nicolas Rodriguez, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Activity Chair 10/16/14 [Redacted]
 (Signature) (Title/Position) (Date) (Phone #)

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 16th October 2014
 Day Month Year

My Commission expires on: April 20, 2016
 (Date)

[Signature]
 (Signature of NOTARY PUBLIC)



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

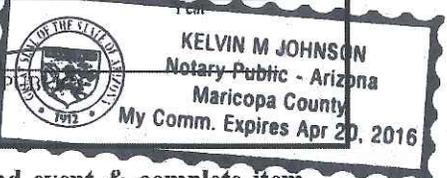
19. I, Nicolas Rodriguez, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature]
 (Signature)

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 16th October 2014
 Day Month Year

My commission expires on: April 20, 2016
 (Date)

[Signature]
 (Signature of NOTARY PUBLIC)



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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____
 (Title) (Date)

SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

**Non-transferable
On-sale retail privileges**

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the **DIRECTOR** will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of Alcoholic Beverage Sales of the special event.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-214, R19-1-244, R19-1-250.

Disabled individuals requiring special accommodations please call (602) 542-9051



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: NICK RODRIGUEZ

ORGANIZATIONS NAME: STAGS WILDCATS

EVENT ADDRESS: 13720 W. THOMAS ROAD

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

PURPOSE OF EVENT: POKER NIGHT

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Police Chief

TITLE

10/20/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 27, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: NICK RODRIGUEZ

ORGANIZATIONS NAME: STAGS WILDCATS

EVENT ADDRESS: 13720 W. THOMAS ROAD

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

PURPOSE OF EVENT: POKER NIGHT

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Valorie Russell

SIGNATURE

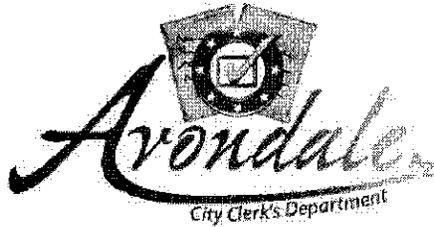
10/20/14

DATE

Fire Inspector

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 27, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: NICK RODRIGUEZ

ORGANIZATIONS NAME: STAGS WILDCATS

EVENT ADDRESS: 13720 W. THOMAS ROAD

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

PURPOSE OF EVENT: POKER NIGHT

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



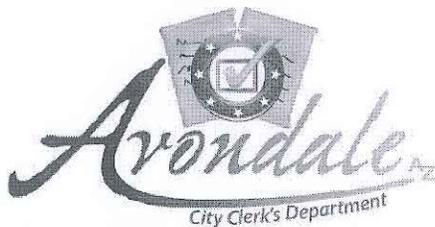
SIGNATURE
David Building Officer

TITLE

10/20/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **NOV. 3, 2014**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **OCT. 27, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: NICK RODRIGUEZ

ORGANIZATIONS NAME: STAGS WILDCATS

EVENT ADDRESS: 13720 W. THOMAS ROAD

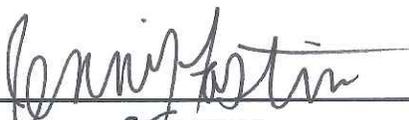
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: POKER NIGHT

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

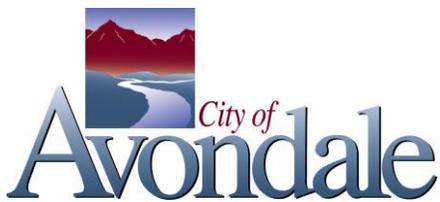
10/22/14

DATE

Zoning Specialist

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 27, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 22, 2014

TO: Carmen Martinez, City Clerk

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

SUBJECT: St. Thomas Aquinas - Stags Wildcats Event
Series 15 Liquor License – Special Event Liquor License
13720 W Thomas Rd

The site is located on the northwest corner of Thomas Road and 137th Avenue. The buildings are existing.

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

The General Plan designates the property as Medium Density Residential. The site is currently zoned Planned Area Development (PAD). Places of worship are allowed.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

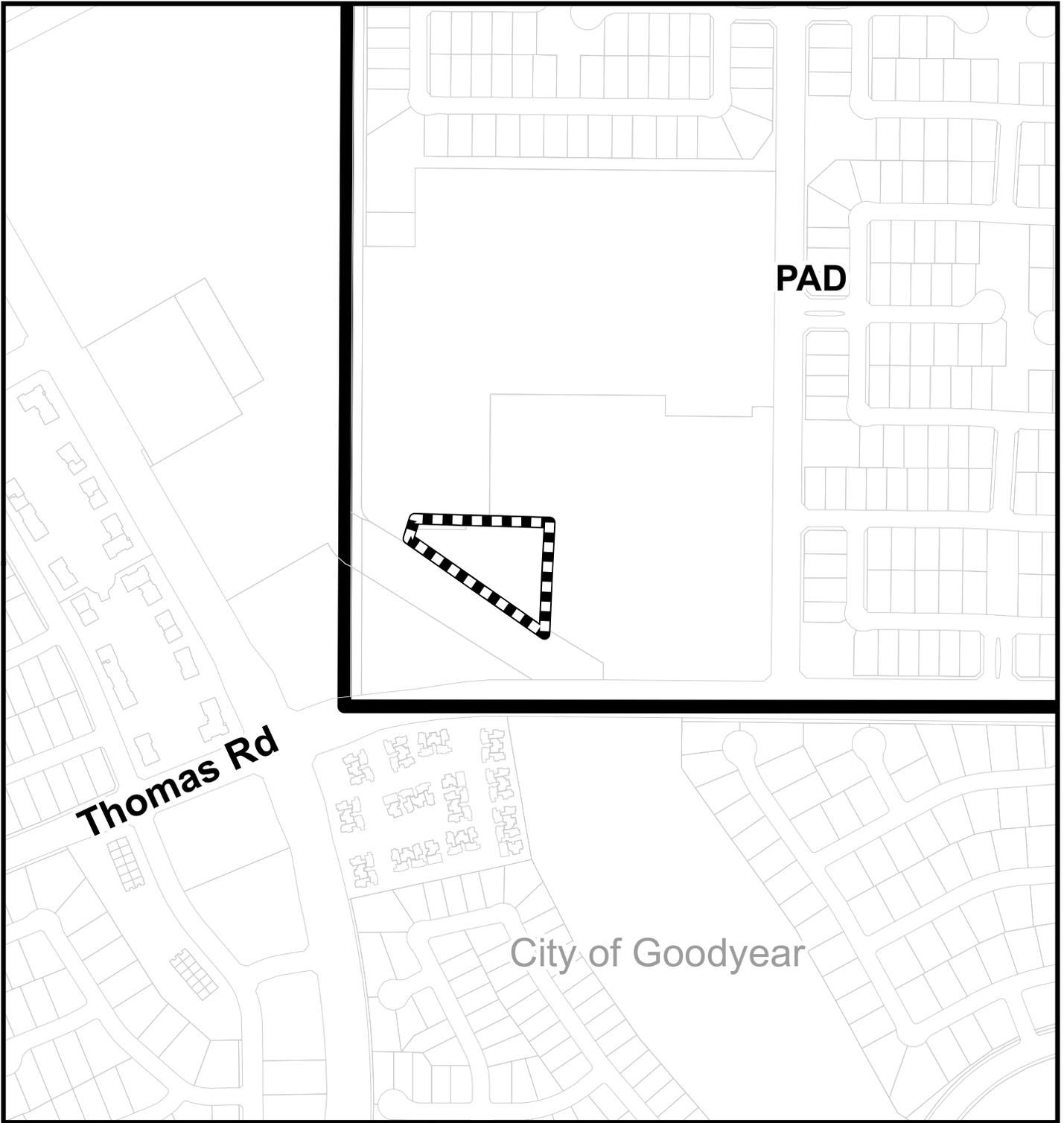


Aerial Photograph



St. Thomas Aquinas





Zoning Vicinity Map



St. Thomas Aquinas





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: NICK RODRIGUEZ

ORGANIZATIONS NAME: STAGS WILDCATS

EVENT ADDRESS: 13720 W. THOMAS ROAD

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

PURPOSE OF EVENT: POKER NIGHT

DEPARTMENTAL COMMENTS:

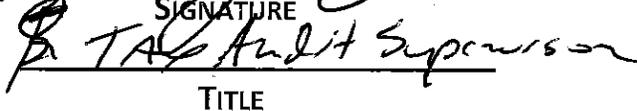
APPROVED
 DENIED



SIGNATURE

10/20/14

DATE



TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **NOV. 3, 2014**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **OCT. 27, 2014**



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 6 - Acquisition of Control -
Brunswick Tri-City Bowl

MEETING DATE:

11/3/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of a request from Michael Raymond Horsley for approval of an application for Acquisition of Control of a Series 6 Bar Liquor License at Brunswick Tri-City Bowl located at 1425 N. Central Avenue in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Michael Raymond Horsley for acquisition of control resulting from changes in their corporate structure. The required fees totaling \$1,350.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting October 10, 2014 and a notice was published in the West Valley View on October 28 and 31, 2014. No comments have been received.

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

RECOMMENDATION:

Staff is recommending approval of a request from Michael Raymond Horsley for approval of an application for Acquisition of Control of a Series 6 Bar Liquor License at Brunswick Tri-City Bowl located at 1425 N. Central Avenue in Avondale.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

[Posting Photos](#)

[Vicinity Map](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

14 SEP 18 11:01 AM Dept 47

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

Agent Change
Complete Sections 1,2,3,4,6
(See Note 1 on back)

Acquisition of Control
Complete Sections 1,2, (3,4 if changing Agent), 6

Restructure
Complete Sections 1,2,(3,4 if changing Agent),5,6
(See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Horsley	Michael	Raymond	06070012
Last	First	Middle	Liquor License #

2. Corporation L.L.C. N/A: Leisery, LLC Corp. File #: R-1895696-8
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Brunswick Tri-City Bowl
(Exactly as it appears on license)

4. Business Address: <u>1425 N. Central Avenue</u>	Avondale	Maricopa	85323
(Do not use P.O. Box Number)	City	COUNTY	Zip

5. Is the business located within the incorporated limits of the above city or town? Yes No

6. Mailing Address: [REDACTED]
City State Zip

7. Business Phone: (602) 932-3388 Residence Phone: ()

8. Does this transaction involve the sale of any portion of the corporate stock? YES NO N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? YES NO N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

1/7/2013

Disabled individuals requiring special accommodations please call the Department

Date Received	9-18-14
CSR	JB

Tom Shannon
Member, 100%
136 East 19th Street, Apt 4W
New York, NY 10003

Secured Lenders
(post- bankruptcy conversion of
debt to equity)
62.65%
Exempt under 4-202 (B)

Cobalt Recreation, LLC
Shareholder, 20.69%
215 Park Avenue South
New York, NY 10003

No one owns 10%
or more

Bowlmor AMF Corp
Member, 100%
222 W. 44th Street
New York, NY 10036

Tom Shannon, Director, President/CEO
Brett Parker, CFO/VP/Treasurer
Rachel Labrecque VP/Asst. Secretary

Kingpin Intermediate Holdings, LLC
Member, 100%
222W. 44th Street
New York, NY 10036

Tom Shannon, Manager, President/CEO
Brett Parker CFO/VP/Secretary/Treasurer
Rachel Labrecque VP/Asst. Secretary

Kingpin Intermediate, LLC
Shareholder, 100%
222 West 44th Street
New York, NY 10036

Tom Shannon, Manager, President/CEO
Brett Parker, CFO [Secretary]

AMF Bowling Worldwide, Inc.
Shareholder, 100%
7313 Bell Creek Road
Mechanicsville, VA 23111

Tom Shannon, Director, President/CEO
Brett Parker, CFO [Treasurer]
Rachel Labrecque, VP

AMF Bowling Centers Holdings, Inc.
Shareholder, 100%
7313 Bell Creek Road
Mechanicsville, VA 23111

Tom Shannon, Director, President/CEO
Brett Parker, CFO [Treasurer]
Rachel Labrecque, VP

AMF Bowling Centers, Inc.
Member, 100%
7313 Bell Creek Road
Mechanicsville, VA 23111

Tom Shannon, Director, President/CEO
Brett Parker, CFO [Treasurer]
Rachel Labrecque, VP

LEISERV, LLC
Licensee

Tom Shannon, President/CEO
Brett Parker CFO/VP/Secretary/Treasurer
Rachel Labrecque, VP/Asst. Secretary

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SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? YES NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: January 2014

2. Current Licensee or Agent: _____
 (Exactly as it appears on license) Last First Middle

I, _____, hereby consent to the agent appointment named herein and
 (Print full name)
 agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

State of _____ County of _____

X _____
 (Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)
 The foregoing instrument was acknowledged before me this _____ day of _____, 2014

My commission expires on: Day Month Year
 (Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? YES NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- J.T.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- TRUST
- OTHER Explain _____

Type of new ownership:

- J.T.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- TRUST
- OTHER Explain _____

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SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, Immanuel
BRETT PACKER, hereby declare that I am the APPLICANT filing this application.
 (Print full name)

have read the application and the contents and all statements are true, correct and complete.

X Brett Packer
 (Signature of INDIVIDUAL OR AGENT)
 State of NY County of NY
 The foregoing instrument was acknowledged before me this _____ day of August, 2014

My commission expires on: 12/27/16 Day Month Year
 (Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application (A.R.S. 4-209.A)

RICKY CHUNG
 Notary Public, State of New York
 Qualified In New York County
 Commission Expires December 27, 2016

RECEIVED

SEP 18 2014

ARIZONA CORP COMMISSION
CORPORATIONS DIVISION

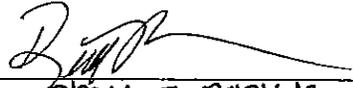
ARTICLES OF AMENDMENT
TO
APPLICATION FOR REGISTRATION
OF
FOREIGN LIMITED LIABILITY COMPANY

LEISERV, LLC

1. The name of the limited liability company is Leiserv, LLC.
2. The Arizona Corporation Commission file number is R-1895696-8.
3. Effective September 10, 2014, the name and address of the sole member is

AMF Bowling Centers, Inc.
7313 Bell Creek Rd.
Mechanicsville, VA 23111

Date 9/10/14

By 
Print BRETT I. PARKER
CEO of AMF Bowling, Centers, Inc.
[Title]

14 SEP 18 1397. 094 PM 4 07

**ACTION BY WRITTEN CONSENT OF
SOLE MEMBER MANAGER
FOR
LEISERV, LLC**

The undersigned, being the sole Member Manager ("Manager") of Leiserv, LLC, a Delaware limited liability company ("Company"), hereby executes this instrument to evidence its consent to the taking of the actions set forth herein, and the adoption of the following resolutions without prior notice and without holding a meeting, pursuant to the Delaware Limited Liability Company Act.

WHEREAS, the undersigned, as sole Member Manager of the Company, desires to elect and appoint Thomas F. Shannon, Brett I. Parker, and Rachel S. Labrecque the sole officers of the Company to hold such officer titles as set forth herein.

NOW, THEREFOR, BE IT RESOLVED, that the individuals below be, and each of the hereby are, elected and appointed as officers of the Company, to hold such titles as is set forth below corresponding to their names until their successors are elected and qualified:

<u>Name:</u>	<u>Officer Title</u>
Thomas F. Shannon	Chief Executive Officer/President
Brett I. Parker	Chief Financial Officer/Vice President/Treasurer/Secretary
Rachel S. Labrecque	Vice President of Finance and Controller/Assistant Secretary

And be it further,

RESOLVED, that all officers prior to the appointment of the above officers are hereby removed from their position and titles as officers of the Company; and be it further

RESOLVED, that any and all proper actions previously taken by any of the officers or managers of the Company prior to the date hereof in furtherance of the foregoing resolutions be, and hereby are ratified, confirmed, and approved as the acts and deeds of the Company; and, be it further

RESOLVED, that the officers and managers of the Company be, and each hereby is authorized and empowered, on behalf of the Company, and in their name, to negotiate, execute, and deliver any applications, certificates, agreements, or any other instruments, documents, amendments, or supplements thereto, to pay any fees or expenses, or to do and to cause to be done any and all other acts and things as such any such officer may in his or her discretion deem necessary or appropriate to carry out the purposes of the foregoing resolutions.

The actions taken by this consent shall have the same force and effect as if taken at a

14 SEP 18 11:41 AM EDT

special meeting of the Member Manager duly called and constituted and shall be filed with the minutes of the Member Manager. This consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14 SEP 18 11:47 AM '07

In witness whereof, this instrument is executed as of September 18, 2014

AMF Bowling Centers, Inc.

By: 
Name: Brett Parker
Title: VP and CFO

14 SEP 18 11:47 AM '14

**ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
KINGPIN INTERMEDIATE HOLDINGS LLC**

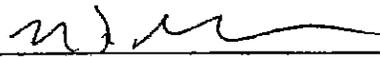
July 1, 2013

Under and in accordance with the Delaware General Corporation Law and the Bylaws of Kingpin Intermediate Holdings LLC, a Delaware liability company (the "Company"), the undersigned, being the sole member of the Board of Directors (the "Board") of the Company, hereby executes this instrument to evidence his consent to the taking of the actions set forth herein, and the adoption of the following without prior notice and without the holding of a meeting, effective as of the date first written above:

RESOLVED, that the Company hereby confirms and ratifies the appointment of the following persons to serve in the offices set forth opposite their respective names for the Company until the next annual meeting of the Board or until their respective successors shall be duly elected:

Thomas F. Shannon	Chairman, Chief Executive Officer and President
Brett I. Parker	Vice Chairman, Chief Financial Officer, Vice President, Secretary and Treasurer
Rachel S. Labrecque	Vice President of Finance, Controller and Assistant Secretary

IN WITNESS WHEREOF, the undersigned has execution this Action by Written Consent as of the date first written above.

By: 
Thomas F. Shannon
Sole Director

14 SEP 18 11:47 AM '13

AZ CORPORATION COMMISSION
FILED

AZ Corp. Co



04525

JAN 03 2014
FILE NO. R1895696-8

Clear Form

Print Form

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

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

Please read Instructions L025!

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:

Leleco, 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 LL 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:** 1/1/2014

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:

Operate bowling centers

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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):		
CT Corporation System					
Statutory Agent Name (required)					
Attention (optional) 2390 E. Camelback Road			Attention (optional)		
Address 1			Address 1		
Address 2 (optional) City Phoenix		State AZ	Zip 85016		
			Address 2 (optional) City		State Zip
8.3 REQUIRED - the <u>Statutory Agent Acceptance</u> form M002 must be submitted along with this Application For Registration.					

- 9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS** - see Instruction 1025 - 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:

The Corporation Trust Company		
Attention (optional) 1209 Orange Street		
Address 1		
Address 2 (optional)		
City Wilmington	State or Province DE	Zip 19801
Country UNITED STATES		

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:

See attached list of bowling centers		
Attention (optional)		
Address 1		
Address 2 (optional)		
City	State or Province	Zip
Country		

COMPLETE NUMBER 11 OR NUMBER 12 – NOT BOTH.

- 11. MANAGER-MANAGED LLC** – see *Instructions L0251* – 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 L0251* – 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 pena of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Marcia T. Vaughn
Signature

Marcia T. Vaughn
Printed Name

1-2-2011
Date

14 SEP 18 09:19 PM '11

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: Brunswick Corporation	<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 record and are open for public inspection.

Clear Form

Print Form

DO NOT WRITE ABOVE THIS LINE! RESERVED FOR AZCC USE ONLY.

MEMBER STRUCTURE ATTACHMENT

- ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):
Leisure, LLC
- A.C.C. FILE NUMBER** (if known):
 Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/divisions/corporations>
- 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.

Change

Brunswick Corporation					
Name			Name		
1 N. Field Court			Address 1		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
Lake Forest	IL	60045			
City	State or Province	Zip	City	State or Province	Zip
Country	UNITED STATES		Country		
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country			Country		
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country			Country		

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Original Form

Print Form

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

STATUTORY AGENT ACCEPTANCE

Please read Instructions N0021

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed Statutory Agent:
Leisery, 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):
CT Corporation System

14 SEP 18 11:47 AM Dept PH 4 377

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

STATUTORY AGENT SIGNATURE:

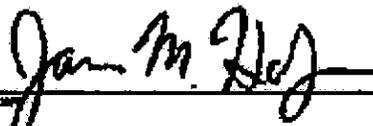
By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever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

James M. Halpin
Assistant Secretary

12/3/13

2, 

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 – add \$35.00 to filing fee. All fees are nonrefundable – see instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
--	---

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LEISERV, 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 SECOND DAY OF JANUARY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

14 SEP 18 11:47 AM PT #14 27

2073929 8300



[Signature]
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1028698

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP Currently 10-04-2013
PH49817 JB

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

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

Liquor License #

6070012

(If the location is currently licensed)

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

2. Name: Horsley Michael Raymond 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: Pocatello Idaho USA Height: 5'9" Weight: 215 Eyes: Hazel Hair: Brn
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Horsley Tricia Kennedy 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: Brunswick Tri-City Bowl Premises Phone: 623.932.3388

11. Physical Location of Licensed Premises Address: 1425 N. Central Ave 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)
01/2008	CURRENT	General Manager	Brunswick Corp., 1 North Field Court, Lake Forest, IL 60045

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
05/2012	CURRENT	Own	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
06/2008	05/2012	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?
If you answered YES, how many hrs/day? 35, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

20. I, Michael R Horsley, 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)



Tina M. Shepherd
 Notary Public
 Maricopa County, Arizona
 My Comm. Expires 03-13-18

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 9th day of July, 2014
Month Year
Tina M Shepherd
(Signature of NOTARY PUBLIC)

14 SEP 18 11:49 AM Dept PM 4:37

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

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

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

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

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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

14 SEP 19 Lic. RM 9 03

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

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

MICHAEL HORSLEY
 Full Name (please print)

[Signature]
 Signature

AUGUST 11, 2017
 Training Completion Date

Type of Training Completed (check Yes or No)

AUGUST 11, 2017
 Certificate Expiration Date
 (MANAGEMENT - 5 years from completion date)
 (BASIC - 3 years from completion date)

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

If Trainee Is Employed By A Licensee

B RUNSWICK ZONE
 Name of Licensee Business Name Liquor License #

Alcohol Training Program Provider Information

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

77 EAST COLUMBUS AVENUE, SUITE 102
 Address

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

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

FRED MALLAIRE
 Name of Trainer (please print)

[Signature]
 Trainer Signature

8-11-17
 Date

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

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

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

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

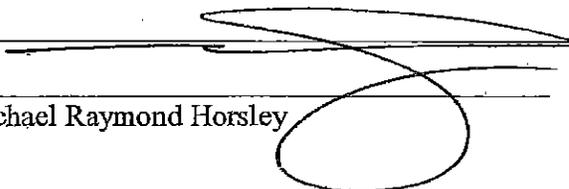
14 JAN 24 Lic. Dept RM1037

Michael Raymond Horsley
Supplement to Questionnaire

Questions #19 – YES

I am the agent/manager for the following Arizona liquor licenses:

License	Name	Address	City	Zip
6070012	Brunswick Tri-City Bowl	1425 N Central Ave	Avondale	85323
6070256	Brunswick Kyrene Lanes	6225 W Chandler Blvd	Chandler	85226
6070579	Brunswick Zone Gilbert	1160 S Gilbert Rd	Gilbert	85296
6070526	Brunswick Mission Bell Lanes	17210 N 59th Ave	Glendale	85308
6070132	Brunswick Mesa Lanes	1754 W Southern Ave	Mesa	85202
6070565	Brunswick Desert Sky Lanes	7241 W Indian School Rd	Phoenix	85033
6070611	Brunswick Via Linda Lanes #114	9027 E Via Linda	Scottsdale	85258
6100032	Brunswick Camino Seco Bowl #183	114 S Camino Seco	Tucson	85710



Michael Raymond Horsley

14 SEP 18 11:47 AM Dept PW 4 38

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP current 07-19-13
P1069702 JB

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

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

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

Liquor License #

~~6010012~~ 010570012

(If the location is currently licensed)

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

2. Name: Parker Brett Immanuel 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: Manhasset NY USA Height: 5'9" Weight: 150 Eyes: BR Hair: Black
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Parker Jessica Weinberger 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? Connecticut If Arizona, date of residency:

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

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

10. Name of Licensed Premises: Brunswick Tri-City Bowl Premises Phone: 623-932-3388

11. Physical Location of Licensed Premises Address: 1425 N Central Ave. 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)
01/2001	CURRENT	Strike Holdings, LLC	222 W. 44th Street New York, NY 10036

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
03/2009	CURRENT		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
05/2002	02/2009		[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

20. I, Brett Immanuel Parker, 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
22nd day of JUNE, _____ Year

My commission expires on: 27 / 12 / 16
Day Month Year

 RICKY CHUNG
(Signature of NOTARY PUBLIC) Notary Public, State of New York
No. 02CH6195874
Qualified in New York County
Commission Expires Nov. 3, 2016

**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

Brett Immanuel Parker
Supplement to Questionnaire

Questions #17 + 19 – YES

I have served as a “controlling person” for many liquor licenses throughout the United States, some of which may have been cited for alleged liquor violations. I have not been cited personally for a liquor violation.



Brett Immanuel Parker

14 SEP 18 11:41 AM DEPT 4033

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP Current 07-19-13
PI069701 JB

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

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

Liquor License #

06070012

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

(If the location is currently licensed)

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

2. Name: Shannon Thomas Foote 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: Norwalk CT USA Height: 5'11" Weight: 180 Eyes: BR Hair: Brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

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

7. You are a bona fide resident of what state? New York If Arizona, date of residency: _____

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

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

10. Name of Licensed Premises: Brunswick Tri-City Bowl Premises Phone: 623-932-3388

11. Physical Location of Licensed Premises Address: 1425 N. Central Ave. 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)
	CURRENT		SEE ATTACHED

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
04/2000	CURRENT	O	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Thomas Foote Shannon
Attachment to Questionnaire

Question #12:

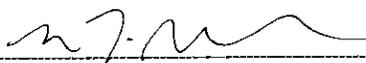
FROM Month/Year	TO Month/Year	POSITION/ BUSINESS	ADDRESS
05/2008	Current	Owner/Principal	Strike Tustin TDITL, LLC 2405 Park Avenue, Tustin, CA 92782
07/2007	Current	Owner/Principal	Strike Cupertino VFP, LLC 10123 N. Wolfe Road, Cupertino, CA 95014
11/2004	Current	Owner/Principal	Strike Miami, LLC 11401 NW 12 th Street, Miami, FL 33172
11/2002	Current	Owner/Principal	Strike Long Island, LLC 1350 Union Turnpike, New Hyde Park, NY 11040
12/2001	Current	Owner/Principal	Westwood Lanes d/b/a Strike Bethesda 5353 Westbard Avenue, Bethesda, MD 20816
01/1997	Current	Owner/Principal	Bowlmor Lanes, LLC 110 University Place, New York, NY 10003

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

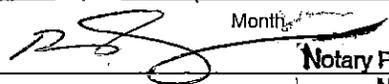
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Thomas Foote Shannon, 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 23RD day of JUNE, 2014

 **RICKY CHUNG**
Notary Public, State of New York
(Signature of NOTARY PUBLIC) No. 02CH6195874
Qualified in New York County
Commission Expires Nov 3, 2012
11/27/2016

My commission expires on: 27 12 2016
Day Month Year

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

14 SEP 18 13:09, 2014

Thomas Foote Shannon
Supplement to Questionnaire

Questions #17 + 19 – YES

I have served as a “controlling person” for many liquor licenses throughout the United States, some of which may have been cited for alleged liquor violations. I have not been cited personally for a liquor violation.



Thomas Foote Shannon

14 SEP 18 11:41 AM '18

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

FP current 12-28-12
P1059014

QUESTIONNAIRE

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

Liquor License #

06070012

(If the location is currently licensed)

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

2. Name: Labrecque Rachel Sirbaugh 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: Vandenberg AFB CA USA Height: 5'4" Weight: 118 Eyes: Brn Hair: Red
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Labrecque Jeffrey Peter 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? VA If Arizona, date of residency: _____

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

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

10. Name of Licensed Premises: Brunswick Tri-City Bowl Premises Phone: 623-932-3388

11. Physical Location of Licensed Premises Address: 1425 N Central Ave. 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)
01/2006	CURRENT	Mgr/Director Financial Reporting/Controller	AMF Bowling, 7313 Bell Creek Rd., Mechanicsville, VA 23111

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

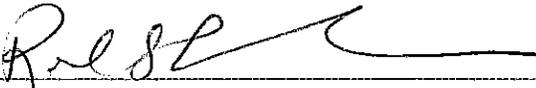
FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
11/2008	CURRENT	O	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
07/2008	10/2008	O	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
03/2006	06/2008	O	[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

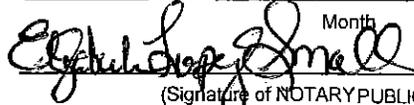
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Rachel Sirbaugh Labrecque, 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 Virginia County of Hanover

The foregoing instrument was acknowledged before me this
23rd day of June, 2014
Month Year


(Signature of NOTARY PUBLIC)



Expires on: 05 - 31 - 16
Day Month Year

14 SEP 18 1:49 PM 2014

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)

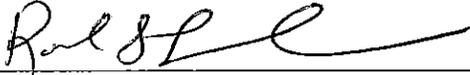
Print Name _____

My commission expires on: _____
Day Month Year

Rachel Sirbaugh Labrecque
Supplement to Questionnaire

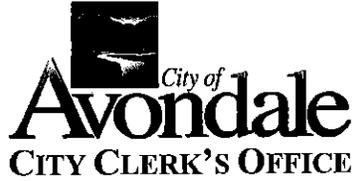
Questions #17 + 19 – YES

I have served as a “controlling person” for many liquor licenses throughout the United States, some of which may have been cited for alleged liquor violations. I have not been cited personally for a liquor violation.



Rachel Sirbaugh Labrecque

14 SEP 18 11:41 AM '14



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES # 06 / ACQUISITION OF CONTROL

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE

APPLICANT'S NAME: MICHAEL RAYMOND HORSLEY

BUSINESS NAME: BRUNSWICK TRI-CITY BOWL

ADDRESS: 1425 N. CENTRAL AVENUE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



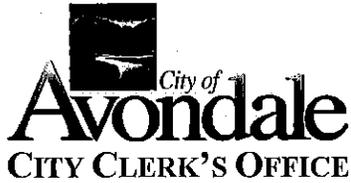
SIGNATURE
Police Chief

TITLE

10/8/14

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 14, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES # 06 / ACQUISITION OF CONTROL

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE

←—————◆
APPLICANT'S NAME: MICHAEL RAYMOND HORSLEY

BUSINESS NAME: BRUNSWICK TRI-CITY BOWL

ADDRESS: 1425 N. CENTRAL AVENUE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jose G. Gomez

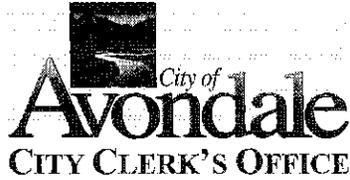
SIGNATURE
Fire Inspector

TITLE

10/13/14

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 14, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES # 06 / ACQUISITION OF CONTROL

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE

APPLICANT'S NAME: MICHAEL RAYMOND HORSLEY

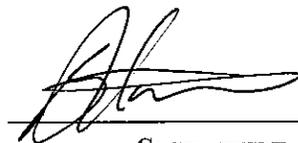
BUSINESS NAME: BRUNSWICK TRI-CITY BOWL

ADDRESS: 1425 N. CENTRAL AVENUE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



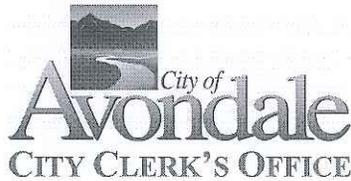
SIGNATURE
Chief Building Officer

TITLE

10/9/14

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 14, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES # 06 / ACQUISITION OF CONTROL

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE

APPLICANT'S NAME: MICHAEL RAYMOND HORSLEY

BUSINESS NAME: BRUNSWICK TRI-CITY BOWL

ADDRESS: 1425 N. CENTRAL AVENUE

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



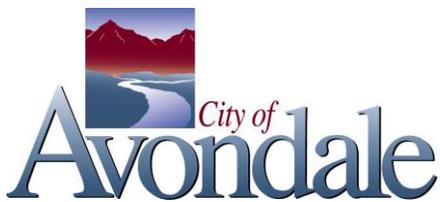
SIGNATURE
Zoning Specialist

TITLE

10/7/14

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 14, 2014**



DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 7, 2014

TO: Carmen Martinez, City Clerk

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

SUBJECT: Series 6 Liquor License – Acquisition of Control
Brunswick Tri-City Bowl – 1425 N Central Ave

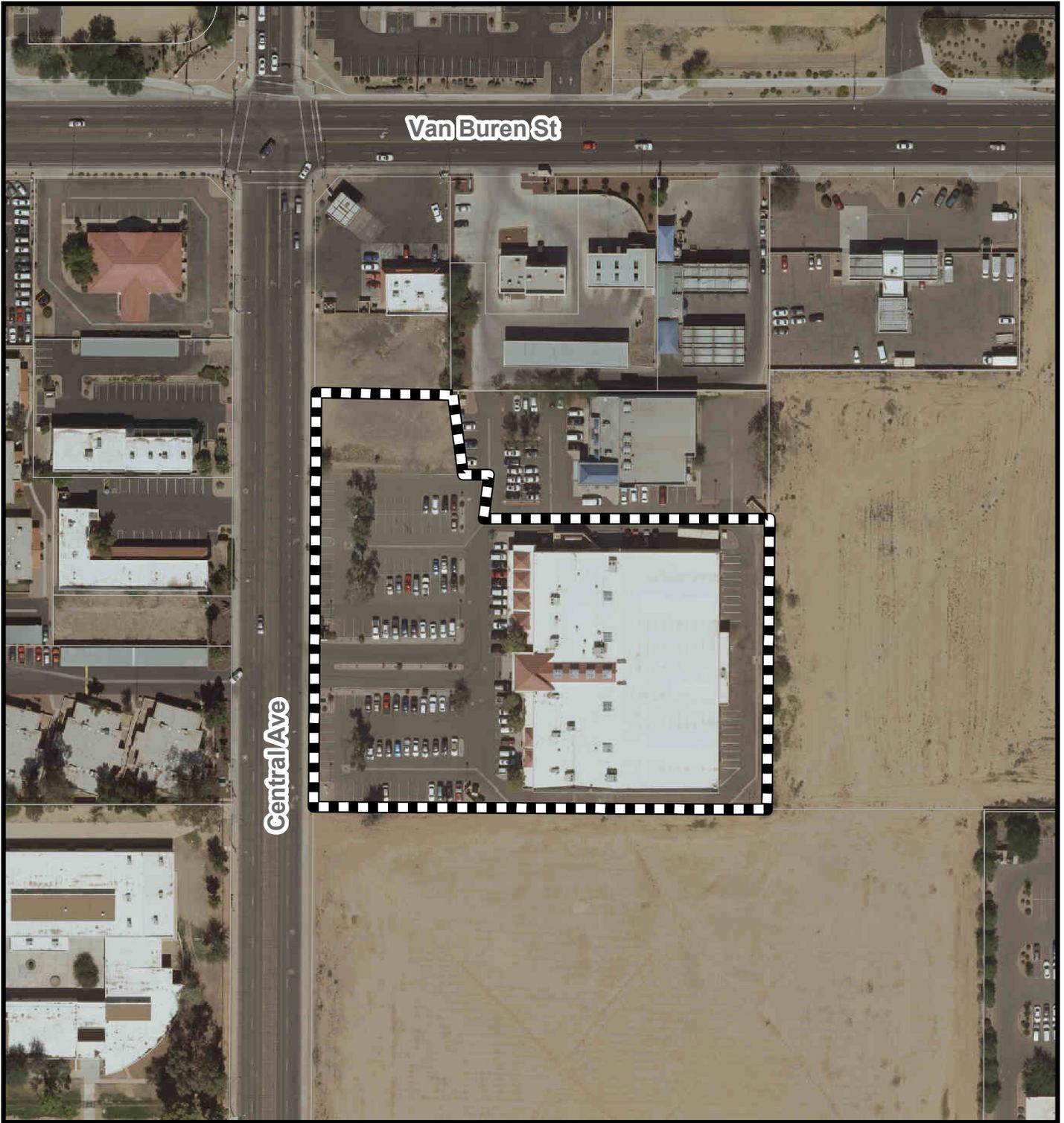
The site is located south of the southeast corner of Van Buren Street and Central Avenue. The building is existing.

The Acquisition of Control of a 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 Local Commercial. The site is currently zoned Community Commercial (C-2). A bowling alley is a permitted use.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map



2014 Aerial Photograph



Brunswick Tri-City Bowl



City of Goodyear

Van Buren St

C-2

R-4

C-2

C-2

Central Ave

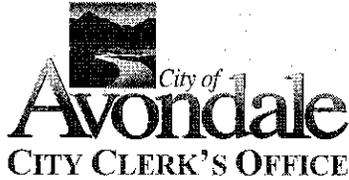
R1-6

Zoning Vicinity Map



Brunswick Tri-City Bowl





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SERIES # 06 / ACQUISITION OF CONTROL

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE

APPLICANT'S NAME: MICHAEL RAYMOND HORSLEY

BUSINESS NAME: BRUNSWICK TRI-CITY BOWL

ADDRESS: 1425 N. CENTRAL AVENUE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE

10/8/14

DATE

Tax Audit Supervisor

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCT. 14, 2014**

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: OCTOBER 9, 2014

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE

DATE: MONDAY, NOVEMBER 3, 2014

AT 7:00 PM.

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

****SERIES 06: BAR LIQUOR LICENSE ****

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:

Brunswick Tri-City Bowl
1425 N. Central Ave.
Avondale, AZ. 85323

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-9141

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Agent Change Acquisition of Control Restructure
Appropriate Complete Sections 1,2,3,4,6 Complete Sections 1,2,3,4,6 & 8 (if changing Agent), 6 Complete Sections 1,2,3,4,6 & 8 (if changing Agent), 6
Box (See Note 1 on back) (See Note 2 on back) (See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)
Last: Howley First: Michael Middle: Raymond License # 0007012
City: Avondale State: VA Zip: 23111

2. Corporation L.L.C. N/A. Leiservy LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Brunswick Tri-City Bowl (Exactly as it appears on license)
City: Avondale County: Maricopa State: 85323

4. Business Address: 1425 N. Central Avenue
(Do not use P.O. Box Number) City: AV State: 29

5. Is the business located within the incorporated limits of the above city or town? YES NO
City: Mechanicville State: VA Zip: 23111

6. Mailing Address: 7111 Bell Creek Road City: Mechanicville State: VA Zip: 23111
Residence Phone: (504) 449-2082

7. Business Phone: (602) 912-3188 If you, submit a certified copy of minutes. YES NO N/A

8. Does this transaction involve the sale of any portion of the corporate stock? YES NO N/A If you, submit a certified copy of minutes.

9. Has there been any change of officers? YES NO N/A If you, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)
Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire.

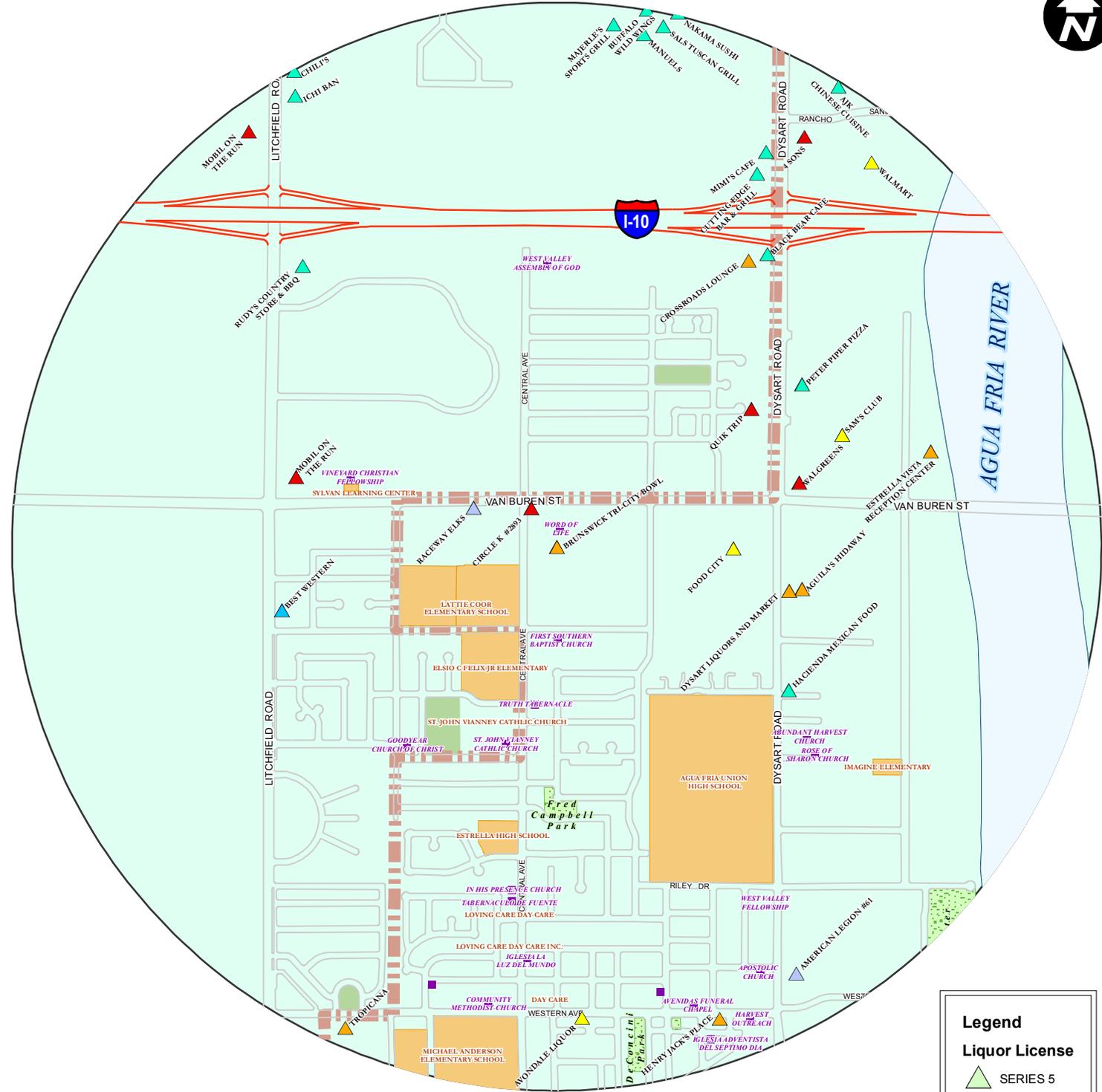
2014.10.09 10:39

Brunswick Zone

142

NO LOITERING

2014.10.09 10:42



Legend

Liquor License

- SERIES 5
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 9S
- SERIES 10
- SERIES 11
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16

BRUNSWICK TRI-CITY BOWL
1425 N CENTRAL AVE
1 Mile Buffer





CITY COUNCIL AGENDA

SUBJECT:

Liquor License Permanent Extension of Premises
- Peter Piper Pizza

MEETING DATE:

11/3/2014

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

Staff is recommending approval of a request submitted by Mr. Richard Allen Kerley on behalf of Peter Piper, Inc. for a permanent extension of premises to the Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Peter Piper Pizza #232 located at 10170 W McDowell Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Richard Allen Kerley, Vice President of Peter Piper, Inc. for an permanent extension of premises of the Series 12 (Restaurant) Liquor License to sell all spirituous liquor at Peter Piper Pizza #232 located at 10170 W. McDowell Road in Avondale. The premises is being expanded by the addition of an outdoor patio. Once completed, the patio addition will add 688 square feet of dining space where patrons will be also able to consume purchased alcoholic drinks.

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

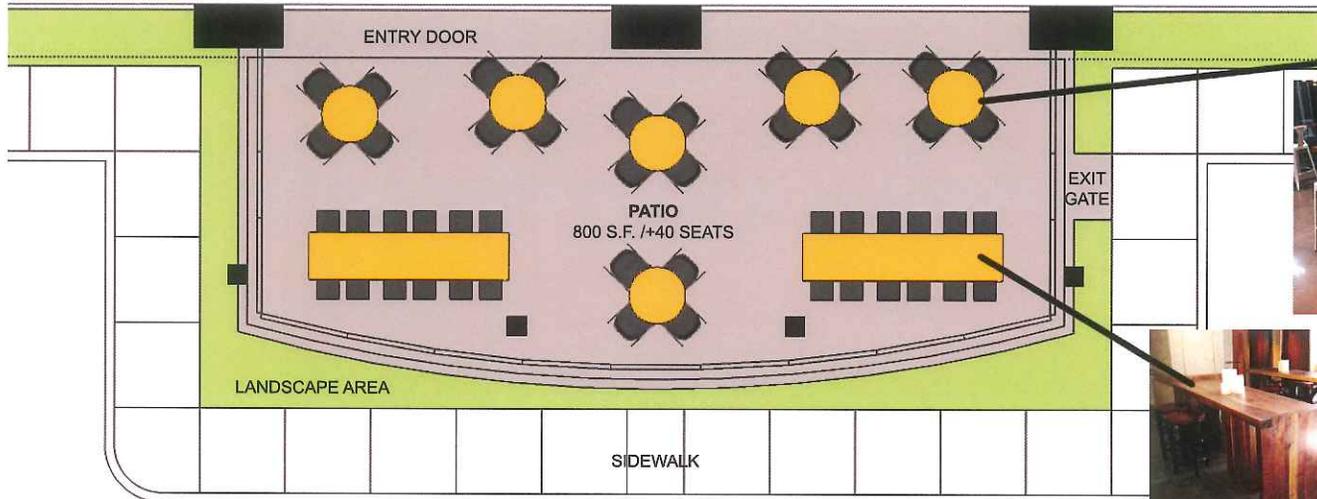
RECOMMENDATION:

Staff is recommending Council approval of a request submitted by Mr. Richard Allen Kerley on behalf of Peter Piper, Inc. for a permanent extension of premises to the Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Peter Piper Pizza #232 located at 10170 W McDowell Road in Avondale.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)



SEATING PLAN

FAMILY DINING



COMMUNITY TABLES

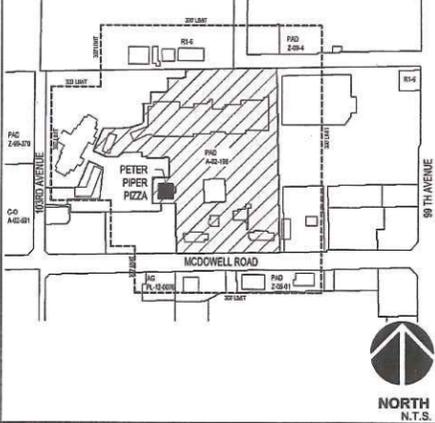


VIEW LOOKING SOUTH





2 VICINITY MAP



3 300' EXISTING ZONING

A. ALL UTILITY LINE LESS THAN 69 KV SHALL BE UNDERGROUND WITH THE FIRST PHASE OF DEVELOPMENT.
 B. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
 C. PLANTS LOCATED WITHIN REQUIRED ASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2'(SHRUBS) OR TALLER THAN 7'(BOTTOM OF TREE CANOPY).
 D. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT TIME OF DEVELOPMENT.
 E. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
 F. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS AND ANY SUPPLEMENTAL REGULATION(S), ZONING ORDINANCE, COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AND ANY APPLICABLE SPECIFIC PLANS.

4 SITE PLAN NOTES

- PROPERTY LINE
- EXISTING BUILDING
- PROPOSED EXTERIOR PATIO WITH GUARDRAIL AND CANOPY.
- PROPOSED NEW SIDEWALK
- PROPOSED LANDSCAPED STRIP
- NEW 6" HIGH CONCRETE CURB
- EXISTING CONCRETE SIDEWALK
- EXISTING ACCESSIBLE PARKING STALLS
- EXISTING BIKE RACK
- EXISTING TRASH ENCLOSURE- 6' HIGH CMU WALL WITH METAL GATES.
- EXISTING FIRE DEPARTMENT CONNECTION PER CITY OF AVONDALE FIRE DEPARTMENT REQUIREMENTS.
- EXISTING FIRE LANE SIGNAGE PER AVONDALE FIRE DEPT.
- EXISTING FIRE HYDRANT
- EXISTING CONCRETE CURB RAMP
- EXISTING FIRE LANE
- EXISTING SITE LIGHT POLE
- EXISTING CATCH BASIN
- EXISTING ENHANCED CONCRETE PAVING
- EXISTING 6" HIGH CURB PLANTER
- EXISTING 6" HIGH CONCRETE CURB
- EXISTING LANDSCAPE AREA
- EXISTING ADA COMPLIANT ACCESSIBLE ROUTE TO BUILDING
- NEW DOOR AT EXISTING STOREFRONT SYSTEM W/ CLEAR GLAZING
- EXISTING STOREFRONT W/ CLEAR GLAZING
- NEW METAL GATE
- OUTLINE OF CANOPY ABOVE
- EXISTING WATER VALVE

5 SITE KEYNOTES

GOVERNING JURISDICTION
 CITY OF AVONDALE
 11465 W. CIVIC CENTER DRIVE, SUITE #110
 AVONDALE, ARIZONA 85323-6804

GOVERNING CODES
 2012 INTERNATIONAL BUILDING CODE
 2012 INTERNATIONAL RESIDENTIAL CODE
 2012 INTERNATIONAL FIRE CODE
 2012 INTERNATIONAL ENERGY CONSERVATION CODE
 2012 INTERNATIONAL GREEN BUILDING CODE
 2012 INTERNATIONAL MECHANICAL CODE
 2012 INTERNATIONAL PLUMBING CODE
 2011 NATIONAL ELECTRIC CODE / NFPA-70
 2009 IGC/ANSI A117.1
 2010 STANDARDS FOR ACCESSIBLE DESIGN INCLUDING THE CITY OF AVONDALE AMENDMENTS TO THE ABOVE CODES

PROJECT NAME: PETER PIPER PIZZA #232
EXTERIOR IMPROVEMENT

SITE ADDRESS: 10170 W. MCDOWELL ROAD
 AVONDALE, AZ 85592

PROJECT TEAM:
BUILDING TENANT - PAD "K"
 PETER PIPER, INC.
 918 W. BERNARD DRIVE, SUITE 102
 PHOENIX, AZ 85027
 T: 480-606-6438
 F: 480-609-8577

ARCHITECT:
 ARCHICON ARCHITECTURE & INTERIORS, L.C.
 5055 E. WASHINGTON STREET
 SUITE 609
 PHOENIX, AZ 85034
 T: 602-222-4268
 F: 602-279-4305

CIVIL:
 RCC DESIGN GROUP, LLC
 1490 S. PRICE ROAD, SUITE 307
 CHANDLER, AZ 85226
 T: 480-586-0270
 F: 480-588-0273

LANDSCAPE:
 TJM & ASSOCIATES
 8435 EAST CHOLLA STREET,
 SCOTTSDALE, AZ 85260
 T: 602-265-0320
 F: 602-265-6619

PROJECT DESCRIPTION
 PETER PIPER PIZZA STORE #232, IS AN EXISTING RESTAURANT AT 10170 W. MCDOWELL ROAD. PETER PIPER IS PROPOSING TO ADD AN EXTERIOR SHADED PATIO TO THE EAST SIDE OF THE EXISTING BUILDING AND REDUCING (2) PARKING SPACES. THE EXISTING BUILDING WILL BE PAINTED WITH (3) NEW COLOR ALONG WITH THE APPROVED EXTERIOR COLOR PALETTE.

LEGAL DESCRIPTION LOT 2, GATEWAY PAVILIONS, L.L.C. ACCORDING TO BOOK 633 OF MAPS, PAGE 9, RECORDED APRIL 28, 2003, IN RECORDING NO. 2003-0530603, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 2
APR: 102-32-011A
GROSS SITE AREA: 1,048,307 S.F.
NET SITE AREA: 866,506 S.F. (19.89 AC)

EXISTING PAD A22-158
ZONING: -NO CHANGE-

GROSS BUILDING AREA
 LOT2 PARCEL B = 233,338 S.F.
 PAD "K" - PETER PIPER PIZZA (EXISTING) = 10,020 S.F.
 NEW EXTERIOR PATIO = 695 S.F.
 PETER PIPER PIZZA TOTAL AREA = 10,705 S.F.

LOT COVERAGE (PETER PIPER BUILDING) = 10,705/866,506 = 0.012 %

CONSTRUCTION TYPE: V-8

SECTION 302 - CLASSIFICATION
EXISTING: ASSEMBLY (A-2)
 -NO CHANGE-

TABLE 303 - ALLOWABLE BUILDING HEIGHTS & AREAS
 ALLOWABLE AREA FOR GROUP A-2 = 6,000 SQ. FT.
 ALLOWABLE SPRINKLER INCREASE = 300% (SINGLE STORY)
 TOTAL BUILDING ALLOWABLE = 18,000 SQ. FT.
 ALLOWABLE AREA 18,000 SQ.F.T. > BUILDING AREA 10,705 SQ.F.T.

BUILDING HEIGHT: 40'-0" (ALLOWABLE)
 PETER PIPER BUILDING HEIGHT: 30'-0" T.O.P.
 -NO CHANGE-

BUILDING SETBACKS

	REQUIRED	PROVIDED	
FRONT (NORTH)	22'-0"	43'-0"	-NO CHANGE-
SIDE (EAST)	22'-0"	71'-0"	
SIDE (WEST)	22'-0"	43'-0"	-NO CHANGE-
REAR (SOUTH)	22'-0"	34'-9"	-NO CHANGE-

PETER PIPER PIZZA INDOOR PUBLIC AREA: 7,048 S.F.
INDOOR NON PUBLIC AREA: 2,872 S.F.
NEW EXTERIOR PATIO: 695 S.F.

PARKING CALCULATIONS
 PARKING REQUIRED FOR RESTAURANT:
 1 SPACES/650 S.F. OF INDOOR PUBLIC AREA: 7048/650 = 11 SPACES
 1 SPACES/200 S.F. OF OUTDOOR AREA: 695/200 = 4 SPACES
TOTAL REQUIRED = 145 SPACES
TOTAL PARKING PROVIDED FOR PETER PIPER = 147 SPACES (143 STANDARD + 4 ACCESSIBLE SPACES)

18 PROJECT DATA

PLANNING ADMINISTRATION
 Approved
 Approved with Conditions
 Denied
 10/7/14
 Date

MASTER SITE PROJECT DATA

ZONING	PAD 2-108
GROSS SITE AREA	3,484,681 (79.89 AC)
NET SITE AREA	314,636 SF (7.22 AC)
EXISTING AREA	156,248 SF
% COVERED AREA	49.7%
PARKING PROVIDED	4389 SPACES
PARKING RATIO	1.52 / 1000

NET SITE AREAS

PARCEL A	71428 SF	1.62 AC
PARCEL B	84,346 SF	1.92 AC
PARCEL C	99,848 SF	2.27 AC
PARCEL D	3237 SF	0.07 AC
PARCEL E	7334 SF	0.17 AC
PARCEL F	4275 SF	0.09 AC
PARCEL G	5719 SF	0.13 AC
PARCEL H	10,714 SF	0.24 AC
PARCEL I	36,283 SF	0.83 AC
PARCEL J	10,714 SF	0.24 AC
PARCEL K	10,714 SF	0.24 AC
PARCEL L	36,283 SF	0.83 AC
PARCEL M	10,714 SF	0.24 AC
PARCEL N	36,283 SF	0.83 AC
TOTAL	314,636 SF	7.22 AC

RETAIL BUILDING AREAS

PARCEL A	16848 SF
PARCEL B	22279 SF
PARCEL C	26280 SF
PARCEL D	3237 SF
PARCEL E	3237 SF
PARCEL F	4275 SF
PARCEL G	5719 SF
PARCEL H	10714 SF
PARCEL I	36283 SF
PARCEL J	10714 SF
PARCEL K	10714 SF
PARCEL L	36283 SF
PARCEL M	10714 SF
PARCEL N	36283 SF
TOTAL	156248 SF

LEFT COVERAGE 884 W.

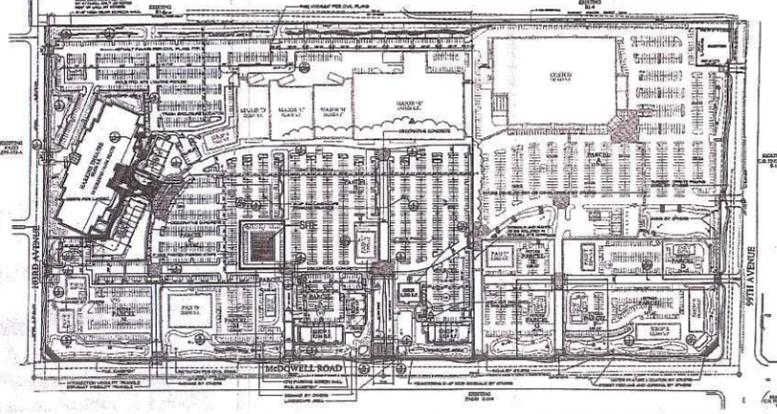
PARKING PROVIDED

PARCEL A	83 SPACES (17.14%)
PARCEL B	100 SPACES (21.43%)
PARCEL C	117 SPACES (25.71%)
PARCEL D	14 SPACES (3.06%)
PARCEL E	14 SPACES (3.06%)
PARCEL F	17 SPACES (3.68%)
PARCEL G	22 SPACES (4.83%)
PARCEL H	41 SPACES (8.94%)
PARCEL I	123 SPACES (27.43%)
PARCEL J	41 SPACES (8.94%)
PARCEL K	41 SPACES (8.94%)
PARCEL L	123 SPACES (27.43%)
PARCEL M	41 SPACES (8.94%)
PARCEL N	123 SPACES (27.43%)
TOTAL PARKING PROVIDED	4389 SPACES (100%)

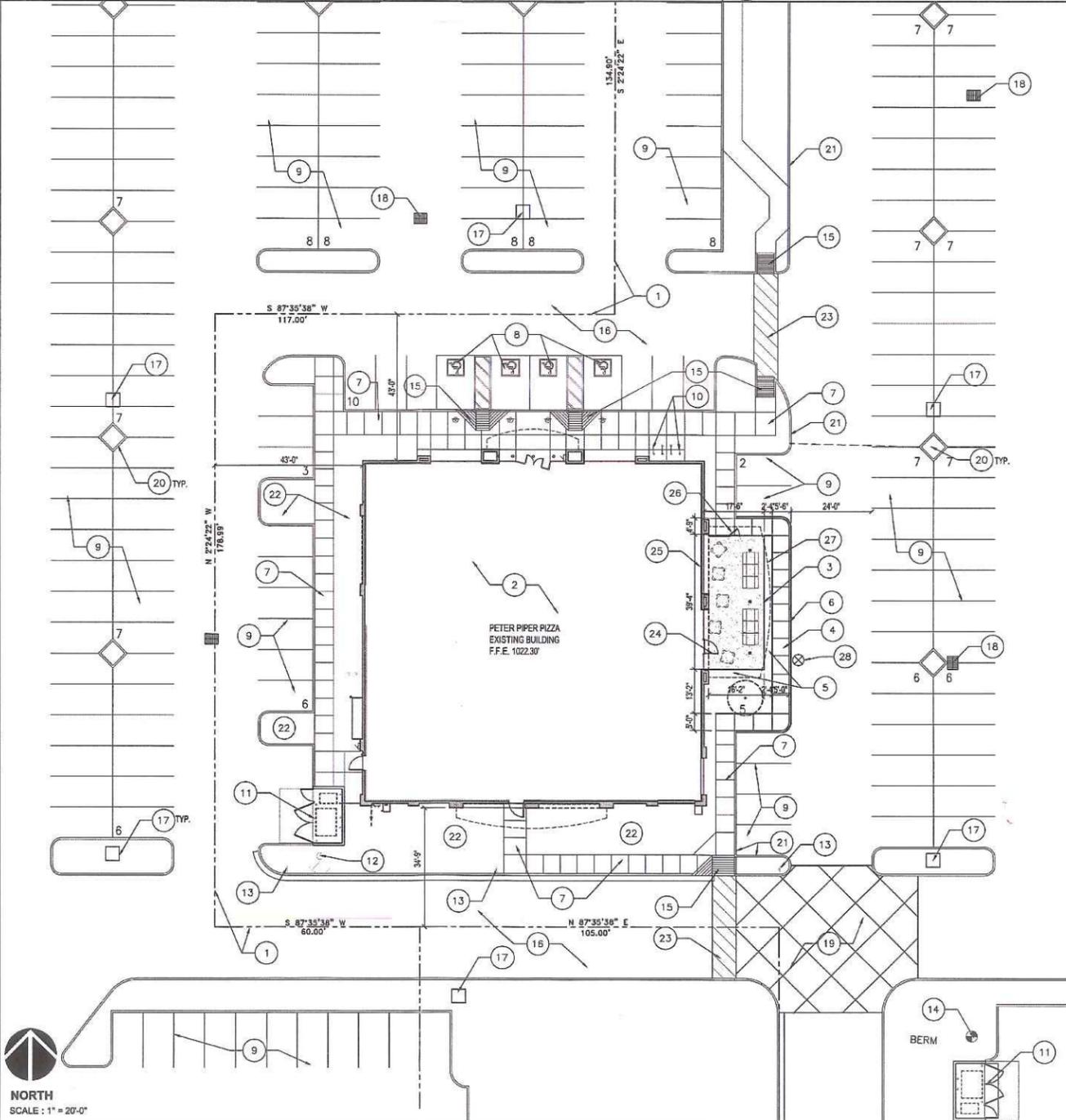
MASTER SITE ADDRESSES

PAD A	10248 W. MCDOWELL RD.
PAD B	10248 W. MCDOWELL RD.
PAD C	10248 W. MCDOWELL RD.
PAD D	10248 W. MCDOWELL RD.
PAD E	10248 W. MCDOWELL RD.
PAD F	10248 W. MCDOWELL RD.
PAD G	10248 W. MCDOWELL RD.
PAD H	10248 W. MCDOWELL RD.
PAD I	10248 W. MCDOWELL RD.
PAD J	10248 W. MCDOWELL RD.
PAD K	10248 W. MCDOWELL RD.
PAD L	10248 W. MCDOWELL RD.
PAD M	10248 W. MCDOWELL RD.
PAD N	10248 W. MCDOWELL RD.
PAD O	10248 W. MCDOWELL RD.
PAD P	10248 W. MCDOWELL RD.
PAD Q	10248 W. MCDOWELL RD.
PAD R	10248 W. MCDOWELL RD.
PAD S	10248 W. MCDOWELL RD.
PAD T	10248 W. MCDOWELL RD.
PAD U	10248 W. MCDOWELL RD.
PAD V	10248 W. MCDOWELL RD.
PAD W	10248 W. MCDOWELL RD.
PAD X	10248 W. MCDOWELL RD.
PAD Y	10248 W. MCDOWELL RD.
PAD Z	10248 W. MCDOWELL RD.

13 EXISTING MASTER SITE PLAN DATA



19 SITE PLAN- FOR REFERENCE ONLY



21 SITE PLAN

TABLE 303 - ALLOWABLE BUILDING HEIGHTS & AREAS

ALLOWABLE AREA FOR GROUP A-2 = 6,000 SQ. FT.
 ALLOWABLE SPRINKLER INCREASE = 300% (SINGLE STORY)
 TOTAL BUILDING ALLOWABLE = 18,000 SQ. FT.
 ALLOWABLE AREA 18,000 SQ.F.T. > BUILDING AREA 10,705 SQ.F.T.

BUILDING HEIGHT: 40'-0" (ALLOWABLE)
 PETER PIPER BUILDING HEIGHT: 30'-0" T.O.P.
 -NO CHANGE-

BUILDING SETBACKS

	REQUIRED	PROVIDED	
FRONT (NORTH)	22'-0"	43'-0"	-NO CHANGE-
SIDE (EAST)	22'-0"	71'-0"	
SIDE (WEST)	22'-0"	43'-0"	-NO CHANGE-
REAR (SOUTH)	22'-0"	34'-9"	-NO CHANGE-

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 PARKING REQUIRED FOR RESTAURANT:
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TOTAL REQUIRED = 145 SPACES
TOTAL PARKING PROVIDED FOR PETER PIPER = 147 SPACES (143 STANDARD + 4 ACCESSIBLE SPACES)

DR. COMMENTS

NO.	REVISION	DATE
1	DR COMMENTS	9.19.14

24 CITY APPROVAL

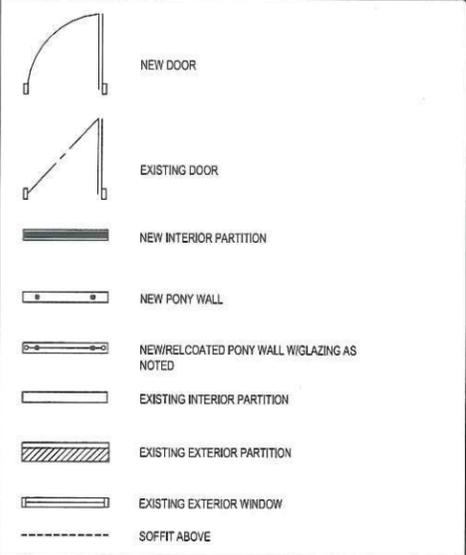
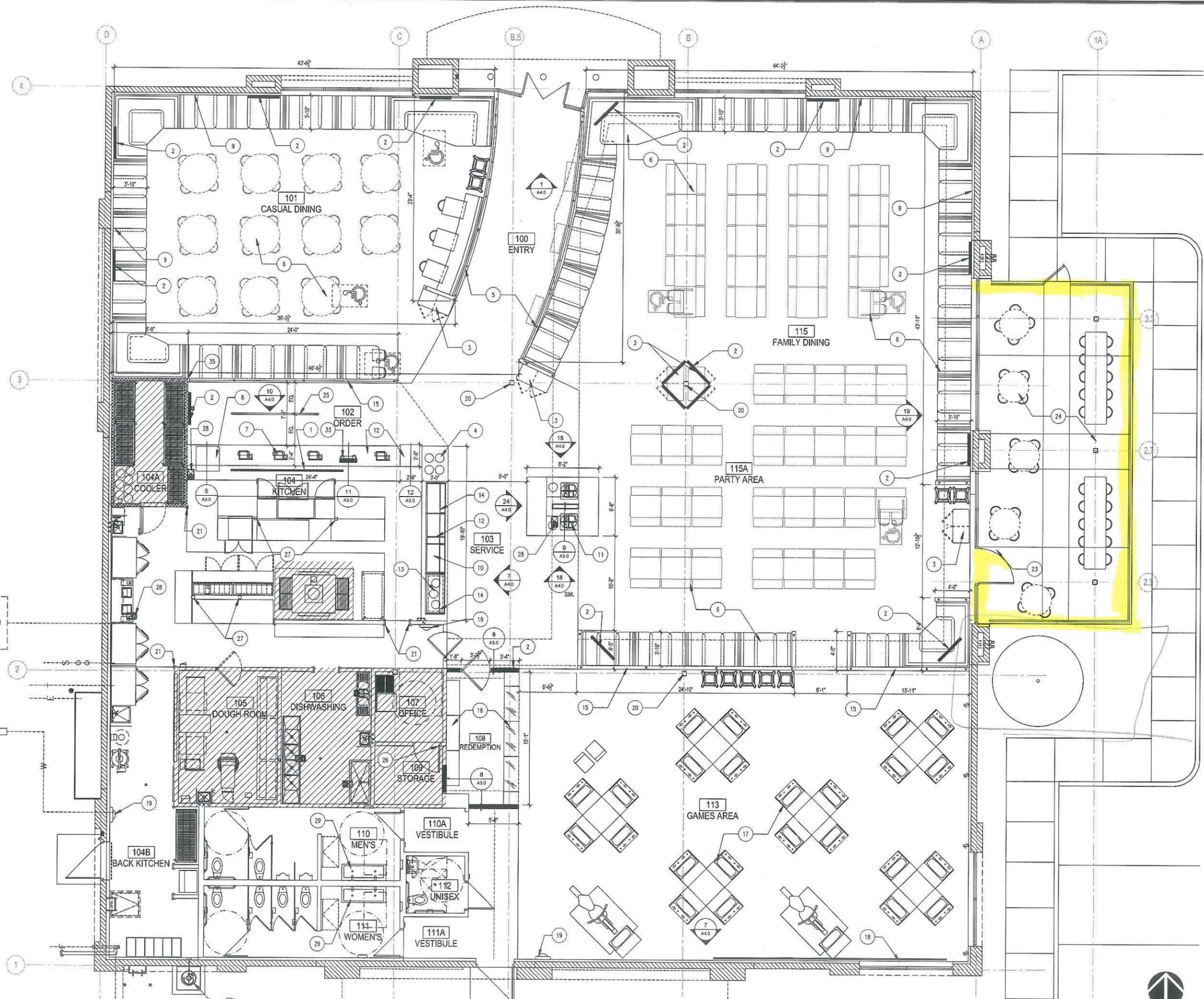
ARCHICON
 Architecture & Interiors, L.C.
 5055 E. WASHINGTON STREET
 SUITE 609
 PHOENIX, ARIZONA 85034
 (602) 222-4268
 FAX (602) 279-4305
 www.archicon.com

PETER PIPER PIZZA #232
 EXTERIOR IMPROVEMENTS
 10170 WEST MCDOWELL ROAD
 AVONDALE, AZ

PROJECT NO: MASUDA YASMIN
OWNER: MY
CHECKED BY: JERE PLANK
ISSUE DATE: AUGUST 11, 2014

SEAL: 23519 JERE W. PLANK
 ARCHITECT
 ARIZONA U.S.A.
 EXPIRES: 12/31/2015

PROJECT NO: 146305-02A
DRAWING NO: DR.1



- ### 6 LEGEND
- NEW ELECTRONIC MENU BOARD - SEE ELECTRICAL.
 - NEW TV DISPLAYS - SEE ELECTRICAL.
 - NEW CONDIMENT/TRASH CABINET (X5) - PROVIDED BY OWNER.
 - BUFFET PLATE STORAGE LOCATION.
 - RELOCATED PONY WALL WITH EXISTING GLAZING - SEE ELEVATIONS A1.2.
 - SEE FURNITURE PLAN SHEET A1.2.
 - EXISTING RELOCATED POS SYSTEM (X4) - SEE ELECTRICAL.
 - RELOCATED REFRIGERATED DISPLAY CASE.
 - NEW SIGNAGE THROUGHOUT BY OWNER - SEE INTERIOR ELEVATIONS.
 - RELOCATED PIZZA WARMER.
 - RELOCATED SODA FOUNTAIN - SEE ELEVATION 17/A4.0 & 23/A4.0.
 - NEW SERVICE COUNTER MILL WORK.
 - RELOCATED CUSTOM ICE PAN - CUT OUT TO BE VERIFIED BY GC PRIOR TO CONSTRUCTION.
 - NEW CUSTOM SNEEZE GUARD TO MATCH EXISTING (BY GC).
 - NEW PONY WALL WITH VINYL SOUND ATTENUATION GLAZING TO UNDER SIDE OF SOFFIT - SEE DETAIL 21/A4.2. GC TO VERIFY THAT PONY WALL ALIGNS WITH NORTH SIDE OF SOFFIT.
 - NEW DISPLAY CABINETS PROVIDED BY OWNER. SEE FURNITURE PLAN.
 - EXISTING GAMES TO BE RELOCATED PER OWNER - TYP.
 - NEW ELECTRONIC SIGNAGE - SEE ELECTRICAL SHEETS.
 - EXISTING 2A 10BC FIRE EXTINGUISHER.
 - EXISTING STEEL COLUMN.
 - EXISTING STAINLESS STEEL CORNER GUARDS.
 - NEW GREEN STONE COUNTER - SEE FINISH SCHEDULE.
 - NEW EXTERIOR PATIO ACCESS - 4070 STOREFRONT DOOR TO MATCH EXISTING STOREFRONT ENTRY COLOR/HARDWARE.
 - NEW EXTERIOR PATIO 4H2 TALL METAL RAILING AND SELF-LATCHING GATE - SEE EXTERIOR PATIO SHEETS.
 - NEW HANDRAIL - SEE DETAIL 4/A3.0.
 - NEW DOOR:
3'-0" x 7'-0" x 1 3/4" SOLID CORE WOOD DOOR (FINISH TO MATCH EXISTING DOORS)
HARDWARE: 3 HINGES, 1 EA. SILENCER, 1 EA. OFFICE PRIVACY SET (BUTTON LOCK)
 - NEW POWER POLES - SEE ELECTRICAL SHEETS.
 - NEW FLOOR SINK - SEE PLUMBING SHEETS.
 - NEW TROUGH SINK - SEE PLUMBING SHEETS.
 - NEW STAINLESS STEEL CORNER GUARDS TO MATCH EXISTING.
 - RELOCATED EXISTING HAND SINK - SEE PLUMBING SHEETS.
 - NEW PLUMBING FIXTURES - SEE PLUMBING SHEETS.
 - BEER TAP LOCATION.
 - EXTERIOR CO2 CLOSET.
 - STAINLESS STEEL EDGE TRIM AT PAINT TO WALL TILE TRANSITION.

- ### 12 KEYNOTES
- TENANT IS RESPONSIBLE FOR THE INSTALLATION OF ITS OWN VOICE/DATA EQUIPMENT BY TENANT'S CHOSEN CABLING COMPANY.
 - TELEPHONE INSTALLATION FROM THE MAIN BUILDING PHONE ROOM TO SPECIFIC TENANT SUITE IS AT TENANT'S EXPENSE.
 - ALL CABLING REQUIRED FOR THE INSTALLATION OF TENANT TELEPHONE AND VOICE/DATA EQUIPMENT WILL BE INSTALLED AT TENANT'S EXPENSE. CABLING SHALL BE PLENUM RATED IF PLENUM IS USED AS SUPPLY, RETURN, EXHAUST AND VENTILATION AIR PLENUM PER MECHANICAL CODE.
 - ALL CABLING MUST BE HELD OFF CEILING GRID, DUCT WORK AND LIGHTING.
 - VERIFY ALL DIMENSIONS IN FIELD PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
 - DIMENSIONS ARE FROM FACE OF EXISTING CONSTRUCTION TO FINISH FACE OF NEW CONSTRUCTION UNLESS NOTED OTHERWISE.

18 GENERAL NOTES

ARCHICON
Architecture & Interiors, L.C.
5056 E. WASHINGTON STREET
SUITE 200
PHOENIX, ARIZONA 85034
(602) 222-4266
FAX (602) 279-4305
www.archicon.com

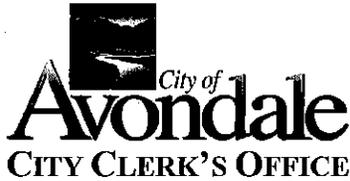
PETER PIPER PIZZA - 232
10170 W. MCDOWELL ROAD
AVONDALE, AZ

ADDITION OF OUTDOOR SEATING AREA

PROJECT MGR:	M. PEREZ
DRAWN BY:	M. PEREZ
CHECKED BY:	J. PLANCK
ISSUE DATE:	9.12.14

NO.	REVISION	DATE

SHEET TITLE:
FLOOR PLAN



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES SERIES # 12

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE

APPLICANT'S NAME: RICHARD ALLEN KERLEY

BUSINESS NAME: PETER PIPER, INC.

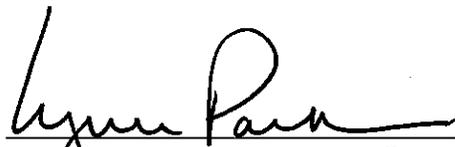
ADDRESS: 10170 W. MCDOWELL RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

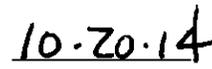
PURPOSE OF EXTENSION: PERMANENT PATIO EXTENSION

DEPARTMENTAL COMMENTS:

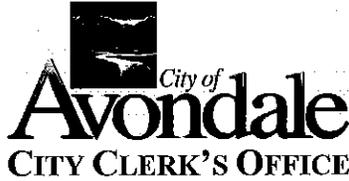
APPROVED
 DENIED


SIGNATURE

TITLE


DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3RD, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 22, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES SERIES # 12

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE

APPLICANT'S NAME: RICHARD ALLEN KERLEY

BUSINESS NAME: PETER PIPER, INC.

ADDRESS: 10170 W. MCDOWELL RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

PURPOSE OF EXTENSION: PERMANENT PATIO EXTENSION

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jesse G. Domy

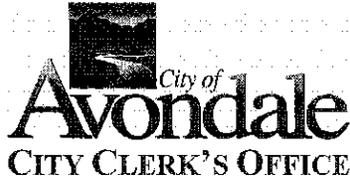
SIGNATURE
Fire Inspector

TITLE

10/16/14

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3RD, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 22, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES SERIES # 12

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE

APPLICANT'S NAME: RICHARD ALLEN KERLEY

BUSINESS NAME: PETER PIPER, INC.

ADDRESS: 10170 W. MCDOWELL RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

PURPOSE OF EXTENSION: PERMANENT PATIO EXTENSION

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

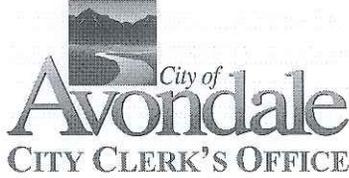


SIGNATURE
Chief Building Officer

TITLE

10/20/14
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3RD, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 22, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES SERIES # 12

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE

APPLICANT'S NAME: RICHARD ALLEN KERLEY

BUSINESS NAME: PETER PIPER, INC.

ADDRESS: 10170 W. MCDOWELL RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

PURPOSE OF EXTENSION: PERMANENT PATIO EXTENSION

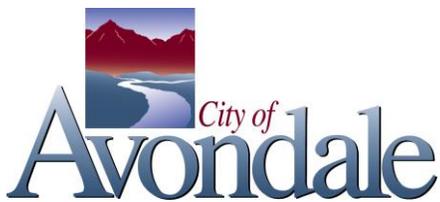
DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Jonny Fox
SIGNATURE
Zoning Specialist
TITLE

10/20/14
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3RD, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 22, 2014**



DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 20, 2014

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 12 Restaurant Liquor License – Extension of Premises
Peter Piper Pizza
10170 W McDowell Rd

The site is located east of the northeast corner of McDowell Road and 103rd Avenue. The building is existing.

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

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

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map



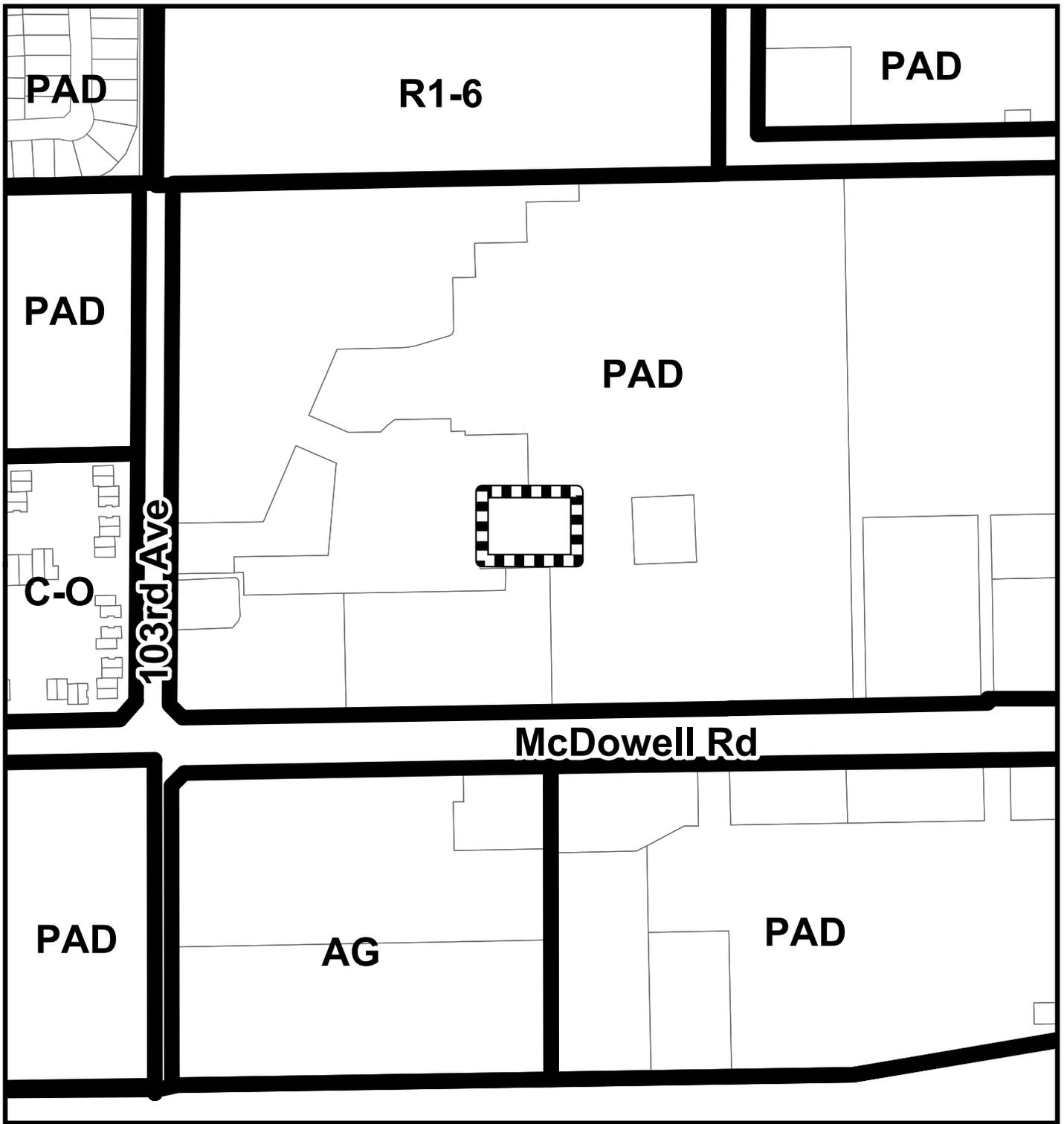
McDowell Rd

Aerial Photograph



Peter Piper Pizza



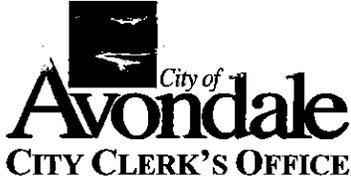


Zoning Vicinity Map



Peter Piper Pizza





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES SERIES # 12

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE

APPLICANT'S NAME: RICHARD ALLEN KERLEY

BUSINESS NAME: PETER PIPER, INC.

ADDRESS: 10170 W. MCDOWELL RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

PURPOSE OF EXTENSION: PERMANENT PATIO EXTENSION

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Paul Yong

SIGNATURE

10/20/14

DATE

Tax Audit Supervisor

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOV. 3RD, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 22, 2014



CITY COUNCIL AGENDA

SUBJECT:

Contract Award - Salt Works

MEETING DATE:

11/3/2014

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, 623-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will consider a request to approve a contract with Salt Works to provide coarse salt for use in water and wastewater operations for an annual amount not to exceed \$80,071.20; with an option of four (4) one-year renewals for an aggregate amount not to exceed \$400,356; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

Coarse salt is utilized in two water production processes. In the first, "bulk/blown in" salt is used to produce a strong brine solution which regenerates the ion exchange systems that remove nitrates at the Garden Lakes Nitrate Removal Facility and the Gateway Booster Station. In the second, both "bulk/blown in" and "container/packaged" salt is used in chlorine production at the Northside Treatment Facility and at certain well sites.

The wastewater collection process utilizes a small amount of coarse salt annually at the 4th Street Lift Station for the purpose of softening water for odor control.

In the past, the Water Reclamation Facility has also utilized coarse salt for use in its odor control processes but is not currently. It was included in the bid documents to ensure that if coarse salt is needed during the contract term that it would be available for use.

DISCUSSION:

The City issued an Invitation for Bids (IFB PW14-041) on July 31, 2014 for vendors to provide "bulk/blown in" and "container/packaged" coarse salt. The IFB was advertised in the Arizona Business Gazette and West Valley View. No bids were received by the due date of August 21, 2014. As a result, the IFB was re-issued on September 18, 2014 and re-advertised in the Arizona Business Gazette and West Valley View. One bid, from Salt Works, was received by the due date of October 9, 2014. Salt Works has satisfactorily provided service to the City in the past.

BUDGET IMPACT:

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

Water Production:

Contractual Maintenance/Water System (501-9122-00-6315)

Chemicals (501-9122-00-7155)

Wastewater Lift Stations:

Chemicals (503-9200-00-7155)

Water Reclamation Facility:

Chemicals (503-9230-00-7155)

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Salt Works to provide coarse salt for use in water and wastewater operations for an annual amount not to exceed \$80,071.20; with an option of four (4) one-year renewals for an aggregate amount not to exceed \$400,356; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Bid Tabulation](#)

[Contract](#)



Invitation For Bid PW 15-008 Coarse Salt Purchase for Water Reclamation and Water Treatment Facilities
 Bid Opening: September 9, 2014

Item	Description	Quantity	Unit	Salt Works			Univar		
				Price Per Lb.	Cost Per Month	Annual Cost (X 12mo.)	Price Per Lb.	Cost Per Month	Annual Cost (X 12mo.)
1	"Bulk/Blown In" Coarse Salt	62,000	lbs/mo	\$0.0609	\$3,775.80	\$45,309.60	No Bid Letter -- Issued		
2	"Container/Pail" Coarse Salt	8,400	lbs/mo	\$0.1420	\$1,192.80	\$14,313.60			
3	Additional Costs: Less than Full Truck	12,000	lbs/mo	\$0.1420	\$1,704.00	\$20,448.00			
TOTAL*					\$6,672.60	\$80,071.20			
Submittal Requirements									
Signed Bid Offer				Yes			N/A		
Complete Copy of IFB				Yes			N/A		
Licenses				Yes			N/A		
References				Yes			N/A		
Price Sheet				Yes			N/A		

*All bids are presumed to include all applicable taxes.

R. Brown

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 2.16 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.

Arizona Transaction (Sales) Privilege
Tax License Number: 07-001226-C

Federal Employer Identification Number: 87-0447127

Salt Works
Vendor Name

3935 East Palm st.
Address

Mesa AZ 85215
City State Zip Code

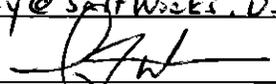
For Clarification of this Bid contact:

Name: Terry Walker

Telephone: 480-734-5898

Facsimile: 480-835-3029

Email: terry@saltworks.us.com


Authorized Signature for Vendor

Terry Walker
Printed Name

Pres.
Title

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:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number: PW 15-008

Solicitation Title: Coarse Salt Purchase for Water Reclamation and Water Treatment Facilities

Release Date: **September 18, 2014**

Prospective Bidders' Conference: Not applicable to this solicitation

Final Date for Inquiries: **September 29, 2014**

Bid Deadline: **October 9, 2014**
3:00 p.m. (local-time, Phoenix, Arizona)

Bid Opening: **October 9, 2014**
3:00 p.m. (local-time, Phoenix, Arizona)

City Representative: Leonard Scheid lscheid@avondale.org
623-333-4419

Procurement Administrator: Loretta Browning lbrowning@avondale.org
623-333-2029

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Materials 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 Vendor's performance under the Contract and for providing information regarding details pertaining to the Contract.

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 Vendor'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 "Days" means calendar days unless otherwise specified.

1.10 "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 Materials and/or Services in compliance with the City's Procurement Code.

1.11 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Vendor in conjunction with the Contract.

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

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

1.14 "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 Vendors relating to their Invitation for Bids.

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

1.16 "Procurement Code" means the City Procurement Code, as amended from time to time.

1.17 "Services" means the furnishing of labor, time or effort by a Vendor, 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.

1.18 "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.

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

1.20 "Vendor" 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.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified Vendor(s) to provide the City with "bulk/blown in" and "container/packaged" coarse salt (the "Materials") as more particularly described in the Specifications/Price Sheet, attached hereto as Exhibit A and incorporated herein by reference. For the purpose of this solicitation, the Materials required under this IFB shall be provided at the Price(s) specified in Exhibit A, Specifications/Price Sheet. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery Contract(s) for the Materials based on the City's needs. The City does not guarantee any minimum or maximum amount of purchases will be requested by the City pursuant to a 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 Vendor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Materials 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 City, 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, particularly obligations similar to those included in this IFB.
3. Bidder cannot demonstrate financial stability.

4. The Bid submission contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products 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. Any catalog, brand name or manufacturer's reference used is considered descriptive and not restrictive and is indicative of the type and quality of Materials the City desires to purchase. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications. Bidders shall provide complete manufacturers' descriptive literature regarding the Materials. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Offer.

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; 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. Scaled 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 requirements 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 evaluation of the proposed 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 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 Materials under this Contract. The selected Vendor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Vendor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Material as estimated and the 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 Specifications, (2) excuse Vendor from any of the obligations or liabilities hereunder or (3) entitle Vendor 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 Vendor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Materials shall be provided at the unit prices as set forth in the Specifications/Price Sheet attached hereto as Exhibit A 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 Materials (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 Section 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 information with the Bid, attached as Exhibit B 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 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 3.27(D) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor 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.

2.16 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 Specifications, (2) Price, including alternates, if any, but excluding taxes and "as-needed" services requested by the City and (3) Bidder qualifications to provide the 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 Vendor 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 Vendor'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 Vendor, 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 Vendor for Materials delivered and accepted by the City at the rates as set forth in the Price Sheet. The Vendor shall not commence any billable work or provide any Materials under this Contract until the Vendor receives an executed purchase order from the City.

3.3 Payments. The Vendor will be paid on the basis of invoices submitted following acceptance of the Materials. All invoices shall document and itemize all Materials delivered in sufficient detail to justify payment and shall include the Purchase Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order, unless otherwise specified. All transportation charges must be prepaid by the Vendor. 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 Deliveries. Time is of the essence for all orders placed under this Contract. Deliveries shall be made within 30 days of Order placement to the addresses listed in the Scope of Work. Product documentation required by Section 3.14 shall be delivered to the City upon delivery of the Materials. Delivery shall not be considered complete until the City is in receipt of the manuals. Vendor shall retain title and control of all Materials until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged Materials and shall assist the Vendor in arranging for inspection. The City reserves the right to cancel and reject the Materials upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the Purchase Order.

3.6 Quantity. The quantity of Materials ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances.

3.7 Changes; Cancellation. The City reserves the right to cancel or make changes in the Materials to be furnished by the Vendor within a reasonable period of time after issuance of Purchase Orders. If such changes cause an increase or decrease in the amount due under the Purchase Order, or in the time required for Vendor's performance, an acceptable adjustment shall be made and the Purchase 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 Purchase Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Purchase Order. The City will not reimburse the Vendor 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 Purchase Order.

3.8 F.O.B. Unless otherwise agreed to in writing, signed by the City Manager or authorized designee, all delivery terms are "F.O.B. Destination" and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

3.9 Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Contract. Vendor shall be responsible for safe packing which must conform to the requirement of the selected carrier's tariffs. All shipments must carry the correct quantity, product identification, Purchase Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate, unless otherwise specified. Vendor will be charged with excess freight costs that the City is required to pay.

3.10 Performance Warranty. All Materials supplied pursuant to this Contract shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the City (or such longer period as may be provided under warranties for street sign supplies or hardware). Any defects in design, workmanship or Materials that would result in non-compliance with Contract Specifications shall be fully corrected by the Vendor (including parts and labor) without cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract or by law. Vendor shall require similar guarantees from all of its vendors or its Subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.

3.11 Price Warranty. Vendor shall give the City the benefit of any price reductions before actual time of shipment. If the City permits shipment to be made prior to specified shipping date, the City shall have advantage of any price reductions that occur before the originally-scheduled shipping date.

3.12 Inspection; Acceptance. All Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the Specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Material, the City may elect to do any or all of the following by written notice to the Vendor: (A) waive the non-conformance; (B) stop the use of the non-conforming Material immediately; or (C) bring Material into compliance and withhold the cost of same from any payments due to the Vendor.

3.13 Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of (A) any other terms of this Contract or (B) that condition for subsequent shipments.

3.14 Product Documentation. Books, manuals or CD's when possible, shall accompany each unit and provide complete and comprehensive information on all Materials, components and accessories, as supplied to comply with the Specifications. If changes, modifications, additions or alterations of any kind are made on the Materials, the Vendor shall provide blueprints, line drawings and descriptive text sufficient to allow a person of average skill in general mechanics to diagnose, repair and maintain the Materials and all components. On Materials assembled from manufactured components, parts manuals shall show the manufacturer of each part

and all cross-referencing between the Vendor and the manufacturers. The City shall have the right to reproduce any equipment/product documentation for City maintenance and educational purposes only.

3.15 Product Discontinuance. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model and (E) documentation confirming that the price for the replacement is equal to or less than the discontinued product or model.

3.16 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.17 Shipment Under Reservation Prohibited. Vendor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

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

3.19 Right to Assurance. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

3.20 Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or any Subcontractor that is related to the performance of this Contract.

3.21 Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.

3.22 Advertising. Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

3.23 Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, 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 Vendor.

3.24 Indemnification. To the fullest extent permitted by law, the Vendor 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 performance of the Vendor, 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.

3.25 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor 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 Vendor. 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 Vendor 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. [INTENTIONALLY OMITTED]

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

5. Primary Insurance. Vendor'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 Vendor. Vendor 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. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any portion of this Contract is subcontracted in any way, Vendor 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 Vendor. Vendor 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. Vendor'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 Vendor's performance 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. Vendor 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. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the Vendor's performance 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. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in performance 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.

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

3.27 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 Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed Materials delivered prior 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 Vendor for the undisputed portion of its fee due as of the termination date.

C. 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 Vendor to any other party of the Contract with respect to the subject matter of the Contract.

D. Gratuities. The City may, by written notice to the Vendor, 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 Vendor or any agent or representative of the Vendor 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 Vendor an amount equal to 150% of the gratuity.

E. 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.

3.28 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 Vendor acknowledges and agrees that all Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Vendor, 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 Vendor, its employees or Subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Vendor 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 Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the 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. 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 Vendor.

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 Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor.

H. Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials or Services specified herein without the prior written approval of the City. The Vendor 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 Materials, shall not release the Vendor 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. 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 Vendor any amounts Vendor 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 Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

L. 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, Acting 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 Vendor: _____

 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.

M. Confidentiality of Records. The Vendor 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 Vendor's duties under this Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Contract.

N. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Specifications/Price Sheet, any City-approved Purchase Orders, invoices and the Vendor'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 Purchase 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 Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract.

O. 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.

P. 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 Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials 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 Vendor. 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.

SPECIFICATIONS

Coarse Salt for Water Reclamation and Water Treatment Facilities PW 15-008

1. **Introduction.** The Vendor(s) shall provide NSF-approved “bulk/blown in” and “container/packaged” coarse salt (the “Materials”) in accordance with the specifications, quantities and delivery schedule to the City locations listed below. The Vendor(s) shall also provide transportation, delivery and off-loading of the Materials into tanks or storage facilities at City site(s) and removal of the empty containers.

2. **Specifications.** Coarse Salt must be quality coarse crystal, solar dried salt that does not contain any organic binders and meets the following specifications:

Percent NaCl (by weight)	Dry Basis 96.3%
Typical salt crystal size	1-12mm
Calcium Sulfate	0.3000% maximum
Magnesium Chloride	0.0600% maximum
Calcium Chloride	0.1000% maximum
Magnesium Sulfate	0.0200% maximum
Insolubles	0.1000% maximum
Moisture (H2O)	3.0000% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.0020% maximum
Fluoride	0.0100% maximum

3. **Delivery Schedule and Locations.** Materials will be accepted Monday through Thursday, from 6:00 a.m. to 2:00 p.m., at the following City locations:

LOCATION			PRODUCT
3.1	Northside Treatment Facility	3850 North El Mirage Road	Bulk/Blown In
3.2	Well 19	12250 West McDowell Road	Bulk/Blown In
3.3	Gateway Booster Station	1940 North 99th Avenue	Bulk/Blown In
3.4	Garden Lakes Nitrate Removal Facility	3100 North 107th Avenue	Bulk/Blown In Container/Packaged
3.5	Well 16	12585 West McDowell Road	Container/Packaged
3.6	Well 23	11805 West Encanto Blvd.	Container/Packaged
3.7	Well 24	9975 West McDowell Road	Container/Packaged
3.8	Well 25	12405 West Van Buren Street	Container/Packaged
3.9	Water Reclamation Facility	4800 South Dysart Road	Container/Packaged
3.10	4th Street Lift Station	395 East Lower Buckeye Road	Container/Packaged

White Crystal® Coarse Solar Salt Glendale, AZ



PDS 300.4
8/01
R-01

Description

Morton® White Crystal® Coarse Solar Salt at Glendale, Arizona is screened from dried solar evaporated production. The salt is crystallized from saturated brine produced from a high purity underground deposit. The brine is impounded in shallow ponds in which salt crystallizes upon evaporation by solar heat and wind. A unique crystallizing and harvesting system produces an unusually high sodium chloride purity compared to other solar salt. The crystals are a mixture of pyramidal aggregates and rectangular fragments. Appearance is crystalline to white. There are no additives.

Chemical Analysis

All solar production inherently contains traces of insoluble environmental and biological residues which are considered objectionable for direct incorporation into food. Brine prepared in properly designed and maintained downflow brinemakers or brine which has been properly filtered can be essentially free of such residues and thus appropriate for food use.

Chemical analysis, moisture-free basis is:

	Typical	Range
*Sodium Chloride (%)	99.90	99.75 - 99.93
Calcium Sulfate (%)	0.04	<0.15
Calcium Chloride (%)	trace	<0.01
Magnesium Chloride (%)	0.01	<.02
Water Insolubles (%)	0.05	<0.8
Moisture (%)	trace	<0.1
Calcium (ppm)	120	-
Magnesium (ppm)	25	-
Copper (ppm)	trace	<0.2
Iron (ppm)	trace	<0.2

*By difference of impurities, moisture-free basis (ASTM Procedures)

Physical Properties

Pour (loose) bulk density of 1.04 g/ml (65 lbs/ft³).

Sieve Analysis

USS Mesh	Opening Millimeters*	Percent Retained**	
		Typical	Range
4	4.75	0	0
6	3.35	10	Tr - 21
8	2.38	20	3 - 50
12	1.68	37	15 - 50
16	1.19	24	10 - 40
20	0.84	5	1 - 25
30	0.60	2	1 - 10
Pan	-	2	Tr - 10

* 25.4 millimeters per inch.

** On individual screens

Commodity Codes

50 lb. Bags	3753
Bulk	3729

Packaging

50 lb. and 80 lb. net weight multiwall, polyethylene-lined kraft paper bags.

Unit Dimensions			Palletized*		
Gross Wt. (lb)	L x W x H (in)	Cube (ft ³)	Units	Gross Wt. (lb)	Cube (ft ³)
50.5	26x13.5x3.5	0.7	49	2545	45

*Includes standard 48" x 40" wood pallets @ 70 lbs.

Other Plants

See PDS 300.1 (Newark, CA), 300.2 (Grantsville, UT), 300.3 (Perth Amboy, NJ) 352.5 (Port Canaveral, FL) and 352.6 (Long Beach, CA).

MORTON SALT

123 North Wacker Drive, Chicago, IL 60606-1743 www.mortonsalt.com



Industrial/Chemical

4. Monthly Usage. Anticipated average monthly usage is as follows:
- 4.1 Water Treatment Facilities (Locations 3.1 – 3.8 above):
 - A. “Bulk/Blown In” – 62,000 pounds/month
 - B. “Container/Packaged” – 7,000 pounds/month
 - 4.2 Water Reclamation Facility: “Container/Packaged” – 600 pounds/month
 - 4.3 4th Street Lift Station: “Container/Packaged” – 800 pounds/month

EXHIBIT B
TO
INVITATION FOR BIDS NO. PW 15-008

[Licenses; DBE/WBE Status]

See following page.

LICENSE; DBE/WBE STATUS

Coarse Salt for Water Reclamation and Water Treatment Facilities
PW 15-008

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 _____.

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

REFERENCES

Coarse Salt for Water Reclamation and Water Treatment Facilities
PW 15-008

Provide the following information for three clients for whom Bidder has provided Services of similar size and scope within the past 36 months. *These references will be checked.* Please ensure all information is accurate and current. Failure to provide three accurate and suitable references will result in disqualification.

1. Company: City of Phoenix
Address: 3030 W Dunalap Ave
City/State/Zip Code: Phoenix AZ 85051
Contact: Wendy Parrish
Telephone Number: 602-262-6896
Date of Contract Initiation: March 2011
Date of Contract Expiration: on Extension
Final Contract Cost: 70k

Material Description: Bulk Salt Delivery

2. Company: City of Chandler
Address: 175 S. ARIZONA AVE 3rd Floor
City/State/Zip Code: Chandler AZ
Contact: Carolee Stee
Telephone Number: 480-782-2405
Date of Contract Initiation: June 2014
Date of Contract Expiration: 1 yr Plus 5 1 yr Extensions
Final Contract Cost: Multiple City Bid 200k(?)

Material Description: Bulk Salt Delivery

3. Company: City of Scottsdale
Address: P.O. Box 25089
City/State/Zip Code: Scottsdale AZ 85235
Contact: Mike Helton
Telephone Number: 480-312-8730
Date of Contract Initiation: June 2014
Date of Contract Expiration: June 2015
Final Contract Cost: 21000k

Material Description: Bulk Salt Delivery

EXHIBIT D
TO
INVITATION FOR BIDS NO. PW 15-008

[Acknowledgment of Addenda received, if any]

See following page(s).

EXHIBIT E
TO
INVITATION FOR BIDS NO. PW 15-008

[Purchase Orders]

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

Invitation For Bid PW 15-008 Coarse Salt Purchase for Water Reclamation and Water Treatment Facilities
 Bid Opening: September 9, 2014

Item	Description	Quantity	Unit	Salt Works			Univar		
				Price Per Lb.	Cost Per Month	Annual Cost (X 12mo.)	Price Per Lb.	Cost Per Month	Annual Cost (X 12mo.)
1	"Bulk/Blown In" Coarse Salt	62,000	lbs/mo	\$0.0609	\$3,775.80	\$45,309.60	No Bid Letter -- Issued		
2	"Container/Pail" Coarse Salt	8,400	lbs/mo	\$0.1420	\$1,192.80	\$14,313.60			
3	Additional Costs: Less than Full Truck	12,000	lbs/mo	\$0.1420	\$1,704.00	\$20,448.00			
TOTAL*					\$6,672.60	\$80,071.20			
Submittal Requirements									
Signed Bid Offer				Yes			N/A		
Complete Copy of IFB				Yes			N/A		
Licenses				Yes			N/A		
References				Yes			N/A		
Price Sheet				Yes			N/A		

* All bids are presumed to include all applicable taxes.

R. Berman



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3225-1114 Authorizing Grant
Acceptance from GOHS for DUI Enforcement

MEETING DATE:

11/3/2014

TO: Mayor and Council

FROM: Dale Nannenga, Police Chief (623) 333-7207

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of \$26,000, which will support the Police Department's funding of Driving under the Influence (DUI) enforcement through overtime expenses and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The Avondale Police Department is an active participant in most West Valley DUI Task Forces and recognizes the necessity and responsibility to participate in these events. The Avondale Police Department plans to host a minimum of four (4) DUI task forces between October 01, 2014 and September 30, 2015, with the jail, transport, and processing facilities being open to participating agencies. The funding will be used to conduct dedicated DUI enforcement within the City of Avondale.

DISCUSSION:

DUI task forces are crucial in educating, enforcing, and preventing impaired drivers in the valley. Prior year funding has been used to conduct dedicated DUI enforcement within Avondale. This funding would allow for the Avondale Police Department to use its resources to the fullest, extending DUI coverage through the holidays where enforcement is most important.

BUDGET IMPACT:

Staff is requesting authorization for the acceptance of Grant Funds for \$26,000 to provide overtime costs associated with DUI enforcement. There are no match requirements for this Grant. Federal funds will support personnel services (overtime) expenses to enhance DUI enforcement throughout the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance of a grant in the amount of \$26,000 for the Avondale Police Departments Driving Under the Influence Enforcement program through the Governor's Office of Highway Safety Grant Program.

ATTACHMENTS:**Description**

[Resolution 8225-1114](#)

RESOLUTION NO. 3225-1114

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI ALCOHOL ENFORCEMENT OVERTIME PAY.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$26,000.00 for project funding relating to overtime pay to support DUI alcohol enforcement (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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 City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$26,000.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, November 3, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3225-1114

[Agreement]

See following pages.



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2015-AL-033
Purpose of Project: Impaired Driving/
DUI Alcohol Enforcement

Dear Chief Nannenga:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been significant changes throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 19) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of David Fitzhugh, Acting City Manager, City of Avondale, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-23-14
Date

Enclosures
AG: br

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

1. APPLICANT AGENCY Avondale Police Department	GOHS CONTRACT NUMBER: 2015-AL-033
ADDRESS 11485 W. Civic Center Drive, Avondale, AZ 85323	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT City of Avondale	AGENCY CONTACT: Albert Bates
ADDRESS 11465 W. Civic Center Drive, Avondale, AZ 85323	3. PROJECT TITLE: Impaired Driving/DUI Alcohol Enforcement
4. GUIDELINES: 402 - Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the City of Avondale.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$20,035.00
II. Employee Related Expenses	\$5,965.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$26,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$26,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Avondale is comprised of 63 square miles and borders the Cities of Phoenix, Tolleson, Litchfield Park and Goodyear. Avondale's current population is about 76,238, according to the 2010 Census Bureau. The Maricopa Association of Government (MAG) has forecast the population to be about 104,527 by the year 2020. There is an estimated 298 miles of roadway within the City of Avondale that are traveled by over 50 million vehicles (estimated) in a year, according to the City of Avondale Traffic Engineering Department. Avondale has three major highways: 101 Loop, I-10 and Maricopa County Route 85. The Avondale Police Department comprised of 115 sworn officers. The Avondale Police Department is responsible for traffic enforcement within the city of Avondale; to include, enforcing traffic laws, investigating collisions, and the detection and apprehension of impaired drivers.

Agency Problem:

The Avondale Police Department continues to rely upon Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the overtime necessary to address current issues with regard to impaired driving and impaired driving related collisions continues to restrain active and sustained enforcement.

Agency Attempts to Solve Problem:

The Avondale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue. The agency continues to seek additional funding for enforcement to enhance the existing DUI enforcement efforts. The Avondale Police Department has committed to host four (4) DUI Task Force Details in the 2015 federal fiscal year.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the City of Avondale.

How Agency Will Solve Problem With Funding:

The Avondale Police Department will use the funding to provide overtime for DUI/Traffic enforcement to include sustained enforcement within the City of Avondale as well as during the West Valley DUI Task Force Details.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the City of Avondale.

IMPAIRED DRIVING

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Avondale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver/DUI Alcohol Enforcement Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Avondale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report shall be completed on the form available on-line and submitted by mail to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Dale Nannenga, Chief, Avondale Police Department, shall serve as Project Director.

Albert Bates, Lieutenant, Avondale Police Department, shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000+ (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,035.00
II.	Employee Related Expenses (ERE)	\$5,965.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$26,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of **\$26,000.00**.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Dale Nannenga, Chief
Avondale Police Department

*Signature of Authorized Official of
Governmental Unit:*

David Fitzhugh , Acting City Manager
City of Avondale

Date Telephone

Date Telephone



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3226-1114 Authorizing Grant
Acceptance from GOHS for DUI Enforcement
Vehicle

MEETING DATE:

11/3/2014

TO: Mayor and Council
FROM: Dale Nannenga, Police Chief
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of \$44,000, to purchase of one (1) DUI Enforcement Police Package Vehicle (SUV) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Avondale Police Department is an active participant in most West Valley DUI Task Forces, and recognizes the necessity and responsibility to participate in these events. The Avondale Police Department plans to host a minimum of four (4) DUI task forces between October 01, 2014 and September 30, 2015, with the jail, transport, and processing facilities being open to participating agencies. The purchase of a DUI Enforcement Vehicle will be for DUI related tasks, such as DUI task forces hosted by the City of Avondale and other West Valley agencies.

DISCUSSION:

Currently the Avondale Police Department's Traffic Bureau is responsible for hosting a minimum of four (4) DUI task forces within the city, as well as attending other West Valley DUI task forces. DUI task forces are held in the late evening hours into the early morning hours of the day. The ability to participate in these task forces utilizing a police package SUV will allow for added safety, as well as the ability to provide the officers own transport. The vehicle selected will have the same capabilities as a normal patrol vehicle and will be outfitted with similar equipment for the officer's use. The vehicle selected will also have subdued decals identifying it as a Police vehicle, however, allowing it to remain inconspicuous during the hours of a typical DUI task force.

BUDGET IMPACT:

Federal 405d and 402 funds will support the purchase of one (1) DUI Enforcement Police Package Vehicle (SUV) to support and enhance DUI Enforcement throughout the City of Avondale. There is no match requirement for this grant. The City of Avondale will be responsible for insuring this vehicle within its fleet, and any routine or necessary maintenance required. Currently, the Avondale Police Department has an older Ford F350, which it intends on replacing with this new DUI Enforcement Vehicle, and current maintenance and fuel costs be used for the new DUI police vehicle.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance of a grant in the amount of \$44,000.00 for the Avondale Police Departments DUI Enforcement Police Package Vehicle (SUV) through the Governor's Office of Highway Safety Grant Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Resolution 3226-1114](#)

RESOLUTION NO. 3226-1114

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR A DUI ENFORCEMENT SUV.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$44,000.00 for the purchase of a DUI enforcement police package SUV (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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 City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$44,000.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, November 3, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3226-1114

[Agreement]

See following pages.



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2015-405d-033
Purpose of Project: Impaired Driving/
DUI Enforcement SUV
(\$33,000 405d; \$11,000 402 PT)

Dear Chief Nannenga:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 22) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of David Fitzhugh, Acting City Manager, City of Avondale, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-23-14

Date

Enclosures
AG: br

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA (See Budget Page)

1. APPLICANT AGENCY Avondale Police Department	GOHS CONTRACT NUMBER: 2015-405d-033
ADDRESS 11485 W. Civic Center Drive, Avondale, AZ 85323	PROGRAM AREA: 405d/402-PT
2. GOVERNMENTAL UNIT City of Avondale	AGENCY CONTACT: Albert Bates
ADDRESS 11465 W. Civic Center Drive, Avondale, AZ 85323	3. PROJECT TITLE:
4. GUIDELINES: 405d – Impaired Driving 402 - Police Traffic Services (PT)	DUI Enforcement Vehicle- One (1) DUI Enforcement Police Package SUV
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d and 402 funds will support the purchase of One (1) DUI Enforcement Police Package Vehicle (SUV) to support and enhance DUI Enforcement throughout the City of Avondale. The total amount of funding for this contract will include 405d and 402 funding.	
6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$44,000.00
TOTAL ESTIMATED COSTS	\$44,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$44,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Avondale is comprised of 63 square miles and borders the Cities of Phoenix, Tolleson, Litchfield Park and Goodyear. Avondale's current population is about 76,238, according to the 2010 Census Bureau. The Maricopa Association of Government (MAG) has forecast the population to be about 104,527 by the year 2020. There is an estimated 298 miles of roadway within the City of Avondale that are traveled by over 50 million vehicles (estimated) in a year, according to the City of Avondale Traffic Engineering Department. Avondale has three major highways: 101 Loop, I-10 and Maricopa County Route 85. The Avondale Police Department comprised of 115 sworn officers. The Avondale Police Department is responsible for traffic enforcement within the city of Avondale; to include, enforcing traffic laws, investigating collisions, and the detection and apprehension of impaired drivers.

Agency Problem:

The Avondale Police Department continues to rely upon Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the equipment necessary to address current issues with regard to impaired driving and impaired driving related collisions continues to restrain active and sustained enforcement.

Agency Attempts to Solve Problem:

The Avondale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue. The agency continues to seek additional funding for equipment to enhance the existing DUI enforcement efforts. The Avondale Police Department has committed to host four (4) DUI Task Force Details in the 2015 federal fiscal year.

Agency Funding:

Federal 405d and 402 funds will support the purchase of One (1) DUI Enforcement Police Package Vehicle (SUV) to support and enhance DUI Enforcement throughout the City of Avondale. The total amount of funding for this contract will include 405d and 402 funding.

How Agency Will Solve Problem With Funding:

The Avondale Police Department will purchase the One (1) DUI Enforcement Police Package Vehicle (SUV) for use in DUI/Traffic enforcement to include sustained enforcement within the City of Avondale as well as during the West Valley DUI Task Force Details.

GOALS/OBJECTIVES:

Federal 405d and 402 funds will support the purchase of One (1) DUI Enforcement Police Package Vehicle (SUV) to support and enhance DUI Enforcement throughout the City of Avondale. The total amount of funding for this contract will include 405d and 402 funding.

IMPAIRED DRIVING

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Avondale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase/procure the following Capital Outlay for DUI/Alcohol/Impaired Driving Enforcement Activities:

One (1) DUI Enforcement Police Package Vehicle (SUV)

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**One (1) DUI Enforcement Police Package Vehicle (SUV)**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Avondale Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Avondale Police Department further agrees to dispose of this equipment using the Avondale Police Department, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Avondale Police Department can refer to that of the state. The Avondale Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Avondale Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Avondale Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Avondale Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **One (1) DUI Enforcement Police Package Vehicle (SUV)**.

Decals:

The Governor's Office of Highway Safety shall provide the Avondale Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 / 405 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Avondale Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**POLICE PACKAGE VEHICLES:****Requirements for Police Package Vehicle (Marked and Unmarked):**

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, and may include speed detection device and in-car video system. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –**Requirements for Equipment:**

The Avondale Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Avondale Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Avondale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded

project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Dale Nannenga, Chief, Avondale Police Department, shall serve as Project Director.

Albert Bates, Lieutenant, Avondale Police Department, shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor’s Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor’s Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000+ (combined)	May have an On-Site Review
Desk Review	Internal Review of all written documentation related to contractual project including but

and Phone Conference	not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay One (1) Fully-Equipped, Police Package Patrol Vehicle (SUV)	\$44,000.00

TOTAL ESTIMATED COSTS ***\$44,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of **\$44,000.00**.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY/PROGRAM

AGENCY	CFDA	CONTRIBUTION % AMOUNT	TOTAL AMOUNT REQUESTED
Avondale Police Department		Total Amount Requested	\$44,000.00
PROGRAM SOURCE			
GOHS Contribution (405d)	20.616	75%	\$33,000.00
GOHS Contribution (402)	20.600	25%	\$11,000.00
TOTAL FUNDED		100%	\$44,000.00

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015-405d-033
Reporting Agency: Avondale Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Dale Nannenga, Chief
Avondale Police Department

*Signature of Authorized Official of
Governmental Unit:*

David Fitzhugh , Acting City Manager
City of Avondale

Date Telephone

Date Telephone



CITY COUNCIL AGENDA

SUBJECT:

Designation of Voting Delegates for NLC Annual
Business Meeting

MEETING DATE:

11/3/2014

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

City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in Austin, Texas on Saturday, November 22, 2014.

BACKGROUND:

The National League of Cities Annual Business Meeting will be held at the conclusion of the Congress of Cities and Exposition in Austin, Texas on Saturday, November 22, 2014.

Based on population as of the 2010 Census, the City of Avondale is entitled to cast one vote at the meeting. The NLC bylaws require that voting delegates be officially designated by the City Council in order to be eligible to cast the City's vote at the meeting.

DISCUSSION:

Mayor Weise, Vice Mayor Scott and Council Members McDonald and Karlin will attend the Congress of Cities. It will therefore be appropriate for the Council to accept nominations and vote to appoint one primary and one alternate voting delegate.

RECOMMENDATION:

Staff is recommending that the Council nominate and appoint a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in Texas, Austin on November 22, 2014.