

PHOENIX CITY COUNCIL FORMAL AGENDA



Mayor
Kate Gallego

Vice Mayor
District 2
Jim Waring

District 1
Thelda Williams

District 3
Debra Stark

District 4
Laura Pastor

District 5
Vania Guevara

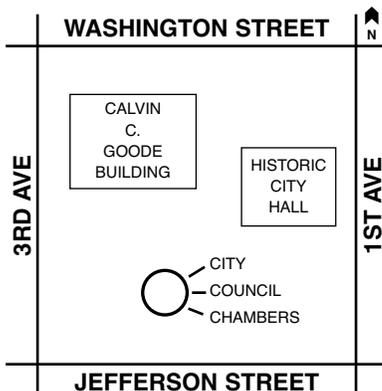
District 6
Sal DiCiccio

District 7
Michael Nowakowski

District 8
Felicitia Mendoza

*Online agendas and
results available at
www.phoenix.gov*

City Council Chambers
200 W. Jefferson St.
Phoenix, AZ 85003



WELCOME!

Thank you for participating in the process of representative local government. We welcome your interest and hope you and your neighbors will often attend Phoenix City Council meetings. Democracy cannot endure without an informed and involved electorate.

Phoenix operates under a Council-Manager form of local government. Policy is set by the Mayor and Council, and the City Manager, who is appointed by the Council, directs staff to carry out the policies. This separation of policy-making and policy administration is considered the most economical and efficient form of city government.

FORMAL CITY COUNCIL MEETINGS

The Council generally holds formal meetings at 2:30 p.m. on Wednesdays to take official action on Ordinances, Resolutions, and other items on the agenda. Although the formal agenda is subject to change, all changes to the printed agenda will be available at least 24 hours prior to the meeting. Visit <https://www.phoenix.gov/cityclerk/publicmeetings> to view the agenda and meeting schedule.

The formal meeting may appear to proceed very quickly, with important decisions reached with little discussion. However, councilmembers receive the agenda the week prior to the meeting, giving them the opportunity to study every item and to ask questions of City staff members. If no additional information is presented at the meeting, action may be taken without discussion.

HOW CITIZENS CAN PARTICIPATE

The public may request to address the Council regarding an agenda item by submitting a yellow Request to Speak card at the meeting, or may submit a white card to state their support or opposition to an item for the record without speaking. Individuals should arrive and submit a card by the beginning of the meeting, before action is taken on the item. After action has been taken on an item, cards will not be accepted.

In addition, Citizen comments will be heard for up to 30 minutes (unless extended by the Chair) before adjournment or recess of the formal meeting provided a quorum of the Council is present. Additional time for Citizen Comments may be allowed at the discretion of the presiding officer. Any member of the public may address the Council to comment on issues of interest or concern to them. Citizen comments will be televised as part of the formal meeting. Members of the public will be given a maximum of three minutes each to address the Council. In compliance with the Arizona Open Meeting Law, the City Council cannot discuss or take formal action on any matter raised during citizen comments.

If you have an individual concern involving the City, you are encouraged to contact your District councilmember at 602-262-7029 or the City Manager's Office at 602-262-4449. To reach the Mayor's Office, call 602-262-7111. We will do everything possible to be responsive to your individual requests.

REGISTERED LOBBYISTS

Individuals paid to lobby on behalf of persons or organizations other than themselves must register with the City Clerk prior to lobbying or within five business days thereafter and must re-register annually. If you have any questions about registration or whether or not you must register, visit <https://www.phoenix.gov/cityclerk/publicmeetings> or contact the City Clerk's Office at 602-256-3186.

ACCESSIBILITY

An assistive listening system is available in the Council Chambers for individuals with hearing loss. Obtain a headset unit at the entrance table in the Chambers. In addition, the City Clerk's Office will provide sign language interpreting services. Please call 602-256-3186 or Relay 7-1-1 as early as possible to coordinate needed arrangements.

Si necesita asistencia o traducción en español, favor de llamar lo mas pronto posible a la oficina de la Secretaría Municipal de Phoenix al 602-256-3186.

City of Phoenix Council members and district boundaries



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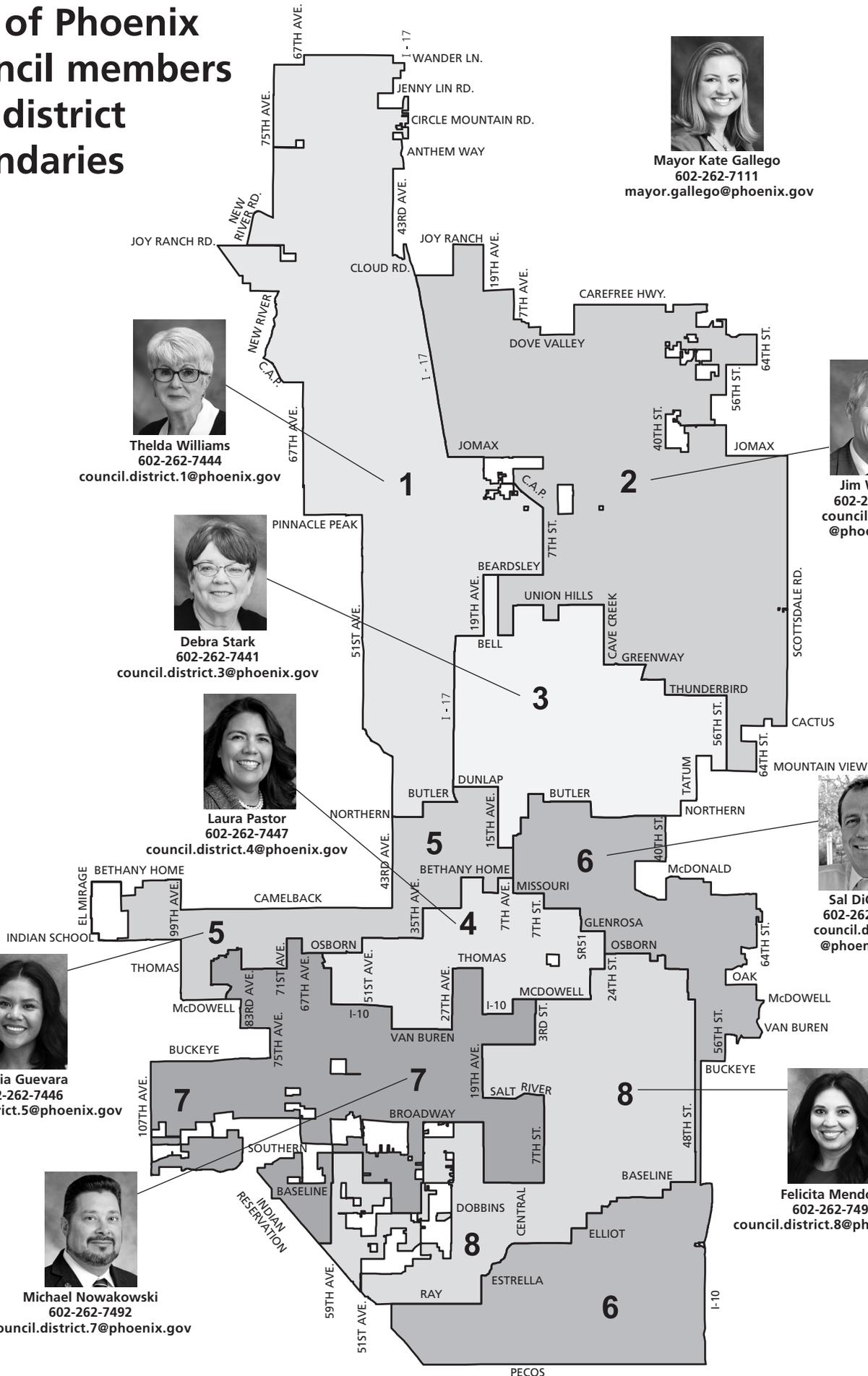
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Agenda City Council Formal Meeting

Wednesday, May 15, 2019

2:30 PM

phoenix.gov

*****REVISED May 14, 2019*****

Items Revised: 35, 62, 63, 68, 82

*****REVISED May 10 and May 14, 2019*****

Item Revised: 103

CALL TO ORDER AND ROLL CALL

BOARDS AND COMMISSIONS

- | | | |
|---|---|---------|
| 1 | Mayor and Council Appointments to Boards and Commissions | Page 13 |
|---|---|---------|

LIQUOR LICENSES, BINGO, AND OFF-TRACK BETTING LICENSE APPLICATIONS

- | | | |
|----|--|----------------------|
| 2 | Liquor License - Tonys Mini Market | District 1 - Page 16 |
| 3 | Liquor License - Circle K Store #9529 | District 2 - Page 21 |
| 4 | Liquor License - Creek Patio Grill | District 2 - Page 25 |
| 5 | Liquor License - Press Coffee Roasters | District 3 - Page 29 |
| 6 | Liquor License - Salvadoreno Restaurant #3 | District 3 - Page 35 |
| 7 | Liquor License - Tamale Store | District 3 - Page 40 |
| 8 | Liquor License - Press Coffee Food & Wine | District 4 - Page 45 |
| 9 | Liquor License - Casa Amigos Food | District 4 - Page 47 |
| 10 | Liquor License - Cash Nightclub & Lounge | District 4 - Page 51 |
| 11 | Liquor License - Discount Food Market Deli & Smoke Shop | District 4 - Page 57 |
| 12 | Liquor License - Hidden Track Bottle Shop | District 4 - Page 61 |
| 13 | Liquor License - Rice Paper on 7th | District 4 - Page 66 |

- | | | |
|----|--|-----------------------|
| 14 | Liquor License - Siu Wok | District 4 - Page 70 |
| 15 | Liquor License - In & Out Convenience | District 5 - Page 74 |
| 16 | Liquor License - Special Event - Cursillo Movement of Phoenix, Inc. | District 6 - Page 79 |
| 17 | Liquor License - Kitchen 56 | District 6 - Page 80 |
| 18 | Liquor License - Phoenix Ale Brewery Central Kitchen | District 6 - Page 84 |
| 19 | Liquor License - Wingstop | District 6 - Page 88 |
| 20 | Liquor License - Special Event - Be Causal | District 7 - Page 93 |
| 21 | Liquor License - Basilic Vietnamese Kitchen | District 7 - Page 94 |
| 22 | Liquor License - Snooze | District 7 - Page 98 |
| 23 | Liquor License - Urban Axes | District 7 - Page 102 |
| 24 | Liquor License - Action Wine & Spirits | District 8 - Page 106 |
| 25 | Liquor License - Carniceria Los Amigos | District 8 - Page 108 |
| 26 | Liquor License - Phoenix Ale Brewery | District 8 - Page 112 |
| 27 | Liquor License - In & Out Convenience Store | District 5 - Page 116 |
| 28 | Liquor License - Medlock Market & Deli | District 5 - Page 121 |

PAYMENT ORDINANCE (Ordinance S-45627) (Items 29-42)

Page 126

- | | |
|----|--|
| 29 | Lift Him High Productions doing business as Excellent Wearables |
| 30 | ReachMaster Inc. |
| 31 | Strategic Armory Corps, LLC doing business as Surgeon Rifle |
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- 32 Daniel Defense, Inc.
- 33 Standard Printing Company Inc., doing business as Information Outsource
- 34 BMI Imaging Systems, Inc.
- *35 Various Vendors for Parts Washer Maintenance, Solvents and Cleaner ***REVISED***
- 36 Surveyors Source, LLC
- 37 CoStar Realty Information, Inc.
- 38 First Legal Network, LLC
- 39 OverDrive, Inc.
- 40 Microception, Inc.
- 41 Settlement of Claim(s) Corona v. City of Phoenix
- 42 Salt River Project Agricultural Improvement and Power District doing business as SRP

ADMINISTRATION

- 43 (CONTINUED FROM MAY 1, 2019) - Request to Issue Terminal Services Revenue Contract Solicitation District 8 - Page 131
- 44 Approval of Amendments to 2019-2021 Memorandum of Understanding Between City of Phoenix and LIUNA Local 777 (Unit 1) (Resolution 21746) Citywide - Page 134
- 45 Approval of Amendments to 2019-2021 Memorandum of Understanding Between City of Phoenix and American Federation of State, County, and Municipal Employees (AFSCME), Local 2960 (Unit 3) (Resolution 21747) Citywide - Page 135
- 46 Authorization to Adopt Proposed Pension Funding Policy Per State Law A.R.S. 38-863.01 (Ordinance S-45679) Citywide - Page 136
-

- 47 **Call for a Special Meeting and Notice of Legally Required Public Hearings on Proposed 2019-20 Budget for the City of Phoenix** Citywide - Page 159
- 48 **Arts, Crafts and Specialty Supplies - Requirements Contract- IFB 18-170A (Ordinance S-45650)** Citywide - Page 161
- 49 **Acceptance of Easements for Sewer and Drainage Purposes (Ordinance S-45657)** District 7 - Page 162
- 50 **Acceptance and Dedication of Deeds and Easements for Sidewalk, Public Utility and Roadway Purposes (Ordinance S-45658)** District 1 - Page 163
District 2
District 6
District 7
District 8
- 51 **Grant of Public Utility Easement on City-Owned Property for the Moon Valley Raw Water Pump Station and Pipeline Project at Rose Mofford Park (Ordinance S-45628)** District 3 - Page 166
- 52 **Communication Equipment for Federal Emergency Management Agency and Urban Search and Rescue (Ordinance S-45665)** Citywide - Page 169
- 53 **Landscaping and Utility Vehicles, Trailers, and Equipment - Requirements Contract (Ordinance S-45676)** Citywide - Page 171
- 54 **Video Production and Video Graphic Design Services - Requirements Contract - RFQu 18-134 (Ordinance S-45630)** Citywide - Page 173
- 55 **Part-Time Television Engineering Services - RFQu 19-070 - Requirements Contract (Ordinance S-45664)** Citywide - Page 175
- 56 **Authorization to Apply for Grant Funding to Replace Courtroom Audio Visual Equipment (Ordinance S-45673)** Citywide - Page 177
-

COMMUNITY SERVICES

- 57 **Authorization to Amend Contracts for Homeless and Victim Services (Ordinance S-45647)** Citywide - Page 178
- 58 **Approval to Accept Head Start Birth to Five Supplemental Duration Funding, Amend Delegate Contracts for Fiscal Year 2018-19 and Amend Previous Authorization to Enter Into Contracts for Fiscal Year 2019-20 (Ordinance S-45648)** Citywide - Page 181
- 59 **Authorization to Enter into a Contract and Accept Emergency Assistance Funding from The Arizona Community Action Association (dba Wildfire) (Ordinance S-45651)** Citywide - Page 185
- 60 **Authorization to Accept Arizona Department of Economic Security Funding (Ordinance S-45652)** Citywide - Page 187
- 61 **2019-2020 Neighborhood Services Department Housing Rehabilitation Programs (Ordinance S-45674)** Citywide - Page 189
- *62 **2019-2020 Housing and Urban Development Consolidated Plan Annual Action Plan (Ordinance S-45675) ***REVISED***** Citywide - Page 192
- *63 **2019-2020 Community Development Block Grant Public Service and Public Facilities Subrecipient Recommendations (Ordinance S-45677) ***REVISED***** Citywide - Page 194
- 64 **Artist Design Contract for PSHIA Terminal 4 S1 Concourse Atrium Public Art Project (Ordinance S-45666)** District 8 - Page 197
- 65 **Artist Design and Construction Oversight Contract for PSHIA Terminal 4 S1 Connector Bridge Public Art Project (Ordinance S-45667)** District 8 - Page 199
- 66 **Landscape Plant Materials Services - AVN RFQu 17-106 (Ordinance S-45634)** Citywide - Page 201
-

- 67 **Additional Funding for Recreational Services Qualified Vendors List - Requirements Contracts (Ordinance S-45663)** Citywide - Page 203

ECONOMIC DEVELOPMENT

- *68 **Redevelopment Areas Consulting Services Request for Proposals Contract Award (RFP-CED19-RDA) (Ordinance S-45672) ***REVISED***** District 4 - Page 204
District 7
District 8

PUBLIC SAFETY

- 69 **Police Duty Gear - NPPGov Cooperative with Proforce Marketing, Inc. dba Proforce Law Enforcement (Ordinance S-45661)** Citywide - Page 206
- 70 **Purchase of Equipment for Police Department Crime Lab - RFA 19-128 (Ordinance S-45649)** Citywide - Page 208
- 71 **TruNarc Handheld Narcotics Analyzer and Service - Requirements Contract - RFA 18-323 (Ordinance S-45669)** Citywide - Page 210
- 72 **Donation from Royal Palm Women's Group for Fire Department Paramedic Program (Ordinance S-45670)** Citywide - Page 212
- 73 **Authorization to Enter into an Agreement with ANDE Corporation to Process DNA (Ordinance S-45662)** Citywide - Page 213

TRANSPORTATION AND INFRASTRUCTURE

- 74 **Phoenix Convention Center General Construction Job Order Contracting Services - Amendment 1 - 4108JOC122 (Ordinance S-45659)** District 7 - Page 215
District 8
- 75 **Baggage Handling System Operation, Maintenance and Repair Services - Requirements Contract - RFP 19-008 (Ordinance S-45631)** District 8 - Page 218

- 76 **Repair and Maintenance of Airline Baggage Scales - Contract Recommendation (Ordinance S-45633)** District 8 - Page 220
- 77 **Automated Passenger Counting System Maintenance and Repair - Contract Recommendation (Ordinance S-45646)** District 8 - Page 222
- 78 **Federal Aviation Administration Reimbursable Agreement Amendment to Mitigate Line of Site Interference for Communication Frequencies and Airport Surface Detection Equipment (Ordinance S-45656)** District 8 - Page 224
- 79 **Purchase, Delivery and Installation of Nursing Stations - Contract Recommendation (Ordinance S-45668)** District 8 - Page 226
- 80 **Agreement with Air Canada Under the Air Service Incentive Program (Ordinance S-45671)** District 8 - Page 228
- 81 **Public Transit Regional Fare Policy Administrative Modifications (Ordinance S-45636)** Citywide - Page 229
- *82 **Amend City Code - Changes to Phoenix Speed Limits - Amending Section 36-158, Schedule 1, Local Speed Limits (Ordinance G-6589) ***REVISED***** Citywide - Page 241
- 83 **Request to Discontinue Dockless Bikeshare Program (Ordinance G-6590)** Citywide - Page 285
- 84 **59th Avenue Sanitary Sewer South of Baseline Road - Construction Manager at Risk Preconstruction Services - WS90500286 (Ordinance S-45629)** District 8 - Page 287
- 85 **South Mountain Freeway Water and Sewer Design Review and Construction Inspection Oversight - Engineering Services Amendment 2 - WS85500445 and WS90500294 (Ordinance S-45632)** District 6 - Page 289
District 7
District 8
Out of City
- 86 **Lift Station 40 Force Main Rehabilitation - Construction Manager at Risk Construction Services - WS90501000 (Ordinance S-45640)** District 6 - Page 292
-

- 87 **After-hours Answering and Dispatching Services - Contract Amendment (Ordinance S-45642)** Citywide - Page 294
- 88 **Water Main Replacement - Area Bounded by Indian Bend Road to Mockingbird Lane, 60th Street to Scottsdale Road - Engineering Services - WS85509054 (Ordinance S-45635)** Out of City - Page 296
- 89 **Water Main Replacement - Area Bounded by Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road - Construction Manager at Risk Preconstruction Services - WS85509054 (Ordinance S-45638)** Out of City - Page 299
- 90 **Water Main Replacement - Area Bounded by Camelback Road to Missouri Avenue and 12th Street to 16th Street - Construction Manager at Risk Construction Services - WS85509015 (Ordinance S-45645)** District 6 - Page 301
- 91 **Water Main Replacement - Area Bounded by Harrison Street to Van Buren Street and 27th Avenue to 23rd Avenue - Construction Manager at Risk Construction Services - WS85509032 (Ordinance S-45653)** District 7 - Page 303
- 92 **Greenway/I-17 Waterline Relocation - Construction Manager at Risk Preconstruction Services - WS85500399 (Ordinance S-45655)** District 1 - Page 305
District 3
- 93 **West Anthem Water and Wastewater Infrastructure Improvements - Design-Bid-Build Services - WS85500416 and WS90500276 (Ordinance S-45660)** District 1 - Page 307
- 94 **Intergovernmental Agreement with Arizona Department of Transportation for Purchase of PM-10 Certified Street Sweepers (Ordinance S-45678)** Citywide - Page 309
- 95 **Underwater Maintenance, Repair and Parts for Water Services Department (Ordinance S-45637)** Citywide - Page 311
-

- 96 **Rental of Portable Pumps and Liquid Conveyance (Ordinance S-45639)** Citywide - Page 312
- 97 **Television Scanning Services for City Wells (Ordinance S-45641)** Citywide - Page 314
- 98 **Purchase Wood Lath, Stakes and Miners Wedges (Ordinance S-45643)** Citywide - Page 315
- 99 **Laboratory Equipment Maintenance and Repairs (Ordinance S-45644)** Citywide - Page 317
- 100 **Intergovernmental Agreement with Queen Creek Irrigation District for Groundwater Savings (Ordinance S-45654)** Citywide - Page 319

PLANNING AND ZONING MATTERS

- 101 **Final Plat - MJQ 29th Street - 180130 - East of 29th Street and North of Blanche Drive** District 3 - Page 321
- 102 **Abandonment of Right-of-Way - V180074A - 5306 E. Grovers Ave. (Resolution 21744)** District 2 - Page 322

LABOR IMPASSE

- *103 **Council Action on Unresolved Issues between the City of Phoenix and AFSCME Local 2384 (Unit 2) (Resolution 21745) ***REVISED***** Citywide - Page 323

REPORTS FROM CITY MANAGER, COMMITTEES, OR CITY OFFICIALS

CITIZEN COMMENTS

ADJOURN



City of Phoenix

City Council Formal Meeting

City Council Report

Agenda Date: 5/15/2019, Item No. 1

Mayor and Council Appointments to Boards and Commissions

Summary

This item transmits recommendations from the Mayor and Council for appointment or reappointment to City Boards and Commissions.

Responsible Department

This item is submitted by the Mayor's Office.

ATTACHMENT A



City of Phoenix

To: City Council
From: Kate Gallego
Mayor

Date: May 15, 2019

Subject: BOARDS AND COMMISSIONS – APPOINTEES

The purpose of this memo is to provide recommendations for appointments to the following Boards and Commissions:

Census Complete Count Committee

I recommend the following individual for appointment:

Laurie Berg Sapp

Ms. Sapp is the Communication Project Manager for Maricopa Association of Governments. She replaces Kelly Taft on the committee and will serve a term to expire July 1, 2020.

Encanto Village Planning Committee

Councilwoman Mendoza recommends the following individual for appointment:

Katie Coates

Ms. Coates is a Designer at PaloOco Design and a resident of District 8. She replaces Abraham James on the board for a term to expire November 19, 2020.

Phoenix Business and Workforce Development Board

I recommend the following individuals for appointment:

Brandon Ramsey

Mr. Ramsey is a Business Sales Specialist at Microsoft. He replaces Kelley Coats and will represent the Business category on the board for a term to expire June 30, 2020.

Dean Van Kirk

Mr. Kirk is the Training Director for the Arizona Pipe Trades Apprenticeship program. He replaces Jeff Holly and will represent the Labor category on the board for a term to expire June 30, 2020.

Delbert Hawk

Mr. Hawk is the President of the International Brotherhood of Electrical Workers Local Union 640. He will represent the Labor category on the board for a term to expire June 30, 2020.

James Cahill

Mr. Cahill is the President of the Bricklayers and Allied Craftworkers Mountain West Administrative District Council. He replaces Malcom Green and will represent the Labor category on the board for a term to expire June 30, 2019.



Liquor License - Tonys Mini Market

Request for a liquor license. Arizona State License Application 56189.

Summary

Applicant

Tony Yousef, Agent

License Type

Series 10 - Beer and Wine Store

Location

3563 W. Dunlap Ave.

Zoning Classification: C-2

Council District: 1

This request is for a new liquor license for a convenience store that does not sell gas. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application was May 14, 2019. However, the applicant submitted a written request for more time.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I hold a certificate for "The Basic Liquor Law Training". This training provided me the opportunity of learning the importance and significance of obtaining a beer and wine license. I am assured to uphold the laws and regulations about beer and wine license. I have never been involved in any criminal activity, no record of getting in trouble with law and authorities."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"This store will provide a safe and secure place for the neighborhood to buy beer and wine. The location will be convenient for the people in the neighborhood who may not have access to transportation. Adding the long time experience of the owner with running a store while upholding all the laws and regulations, the store will be a safe, secure and convenience place for the customers to purchase quality liquor."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Tonys Mini Market

Liquor License Map - Tonys Mini Market

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: TONY'S MINI MARKET

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	5	1
Beer and Wine Bar	7	1	0
Liquor Store	9	3	0
Beer and Wine Store	10	9	7
Restaurant	12	8	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	91.34	87.15
Violent Crimes	4.61	16	22.08

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

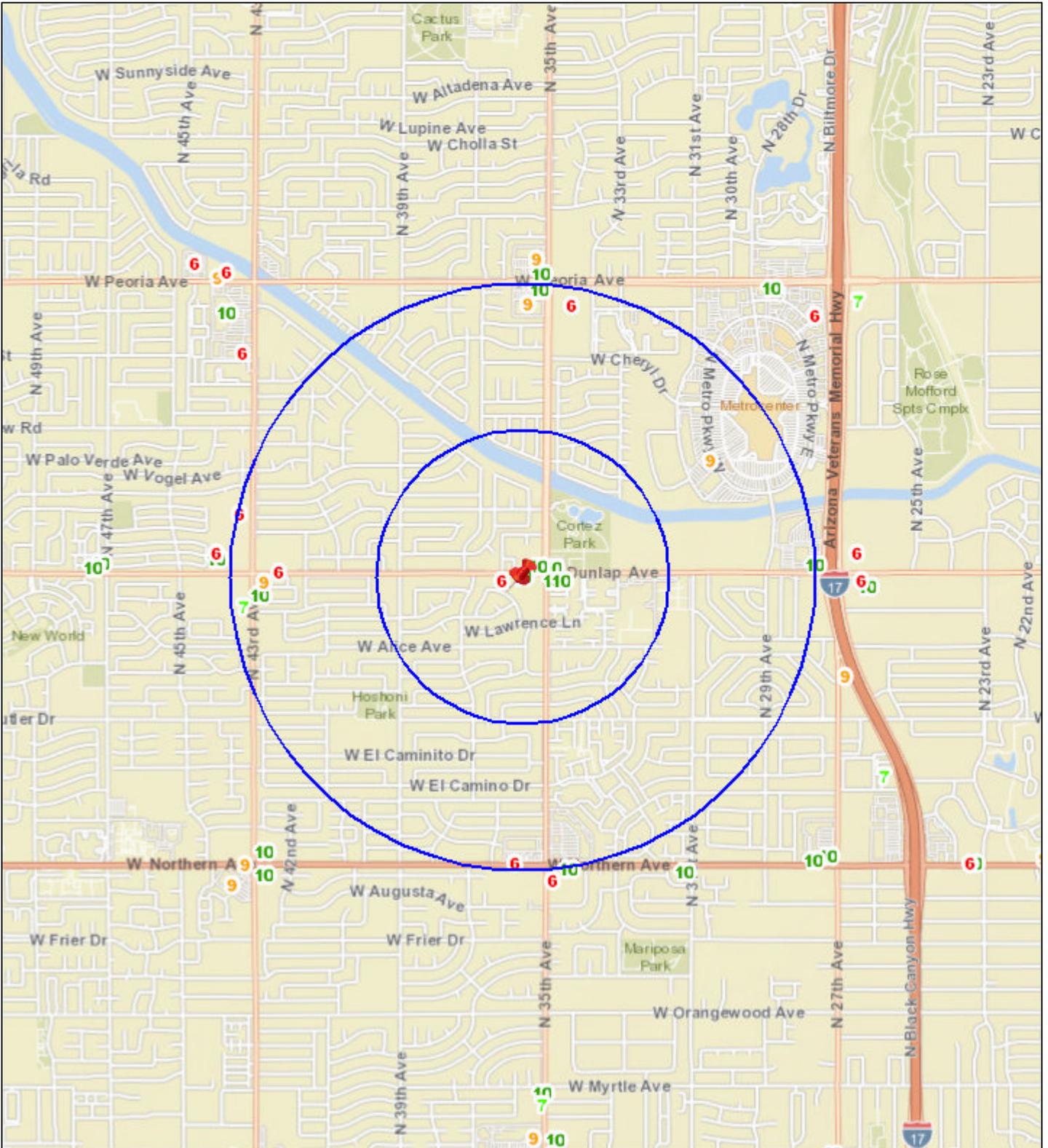
Description	Average	1/2 Mile Average
Parcels w/Violations	71	160
Total Violations	127	351

Census 2010 Data 1/2 Mile Radius

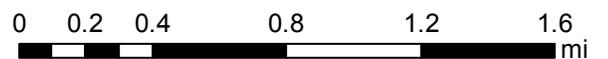
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1042051	1264	61 %	16 %	7 %
1042053	1213	89 %	9 %	3 %
1042054	1577	5 %	21 %	30 %
1042061	1580	92 %	7 %	28 %
1042062	1557	65 %	6 %	34 %
1042063	998	92 %	7 %	3 %
1056022	2457	38 %	23 %	34 %
1056023	2787	15 %	21 %	27 %
1057011	1471	65 %	4 %	6 %
1057021	2725	66 %	7 %	22 %
1057022	1187	68 %	22 %	7 %
Average		61 %	13 %	19 %

Liquor License Map: TONY'S MINI MARKET

3563 W DUNLAP AVE



Date: 3/22/2019





Liquor License - Circle K Store #9529

Request for a liquor license. Arizona State License Application 57099.

Summary

Applicant

Kim Kwiatkowski, Agent

License Type

Series 9 - Liquor Store

Location

5601 E. Bell Road

Zoning Classification: PSC

Council District: 2

This request is for a new liquor license for a liquor store. This location is currently licensed with a Series 10 - Beer and Wine store, liquor license. This business is being remodeled and has plans to reopen in August 2019.

The 60-day limit for processing this application is May 21, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This information is not provided due to the multiple ownership interest held by the

applicant in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "Circle K requires all store personnel to attend an in-house training program. This training is designed to provide a safe and positive customer service environment. As part of the Circle K training program, we provide an Alcohol Training Program that meets the requirements of the Arizona Department of Liquor License and Control. Employees must pass a test on Techniques of Alcohol Management that becomes part of their employee file. Store managers are required to attend additional in-house manager training and obtain certification from the Arizona Department of Liquor License and Control. This certification requires submission of fingerprints and includes a background investigation."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"It is Circle K's objective to provide a product, accessible in a convenient manner that meets the need of the surrounding community. Circle K's success depends on us being able to provide products that are in demand."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Circle K Store #9529

Liquor License Map - Circle K Store #9529

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: CIRCLE K STORE #9529

Liquor License

Description	Series	1 Mile	1/2 Mile
Liquor Store	9	2	1
Beer and Wine Store	10	1	0
Restaurant	12	2	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	13.66	20.06
Violent Crimes	4.61	1.16	2.12

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

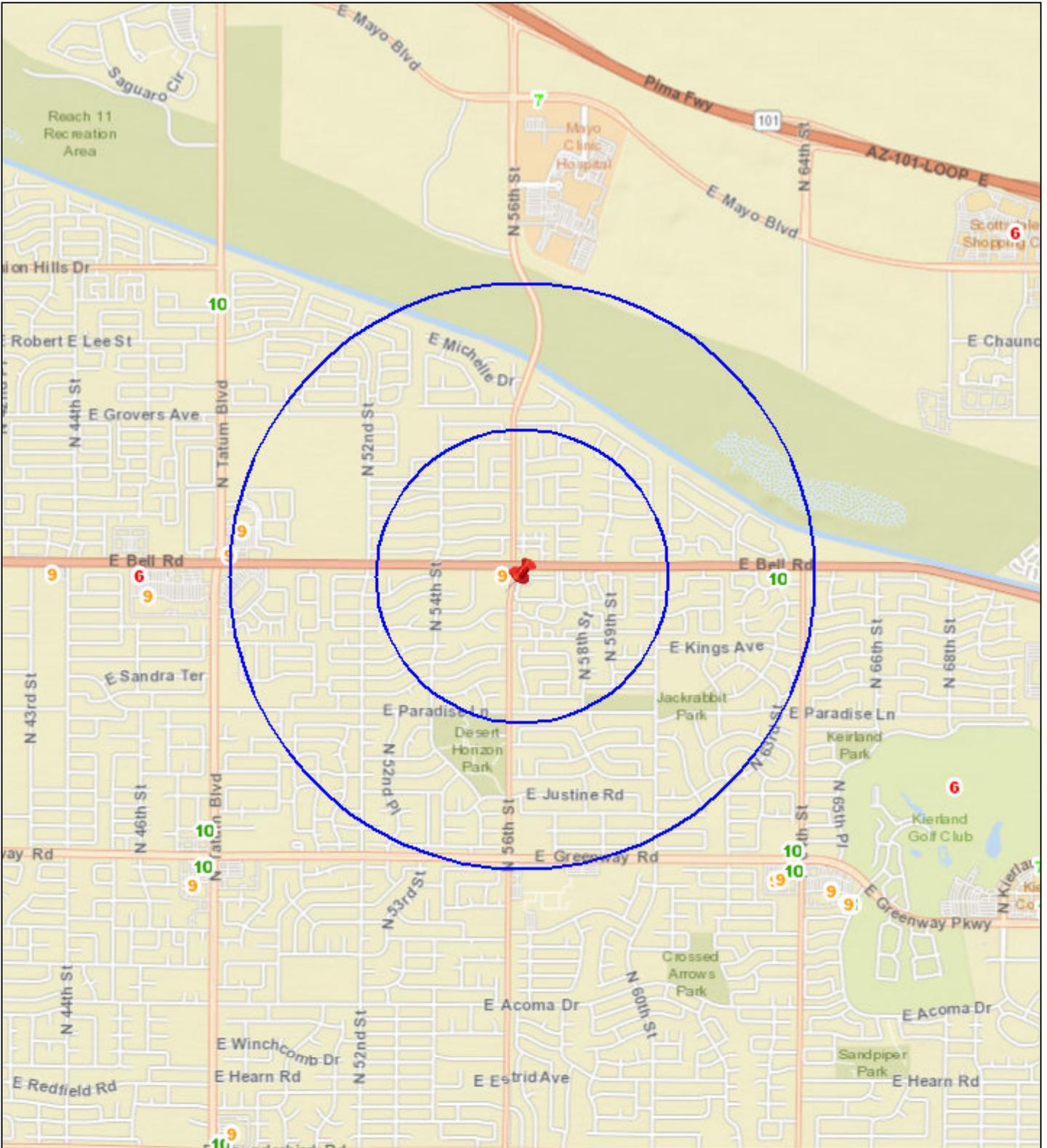
Description	Average	1/2 Mile Average
Parcels w/Violations	71	33
Total Violations	127	50

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1032161	1120	68 %	6 %	15 %
1032162	1982	84 %	0 %	4 %
1032171	1458	82 %	2 %	19 %
1032173	1622	98 %	3 %	1 %
1032174	1705	5 %	8 %	16 %
6199003	1818	89 %	0 %	6 %
6199004	1365	76 %	13 %	0 %
Average		61 %	13 %	19 %

Liquor License Map: CIRCLE K STORE #9529

5601 E BELL RD



Date: 3/28/2019





Liquor License - Creek Patio Grill

Request for a liquor license. Arizona State License Application 55876.

Summary

Applicant

Kevin Kramber, Agent

License Type

Series 12 - Restaurant

Location

28244 N. Tatum Blvd.

Zoning Classification: C-2

Council District: 2

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 25, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"1) As agent I currently represent over 120+ licenses statewide. 2) Controlling persons in the ownership all have held previous liquor licenses in Arizona with no violations. 3) Manager on file has certified Title IV training."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"We believe that public convenience will be best served by granting the restaurant liquor license so that as an accessory to our customers meal they can enhance their food choice if they decide with an alcoholic beverage."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Creek Patio Grill
Liquor License Map - Creek Patio Grill

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: CREEK PATIO GRILL

Liquor License

Description	Series	1 Mile	1/2 Mile
Liquor Store	9	1	1
Beer and Wine Store	10	1	1
Restaurant	12	5	5

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	3.39	7.21
Violent Crimes	4.61	0.23	0.21

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

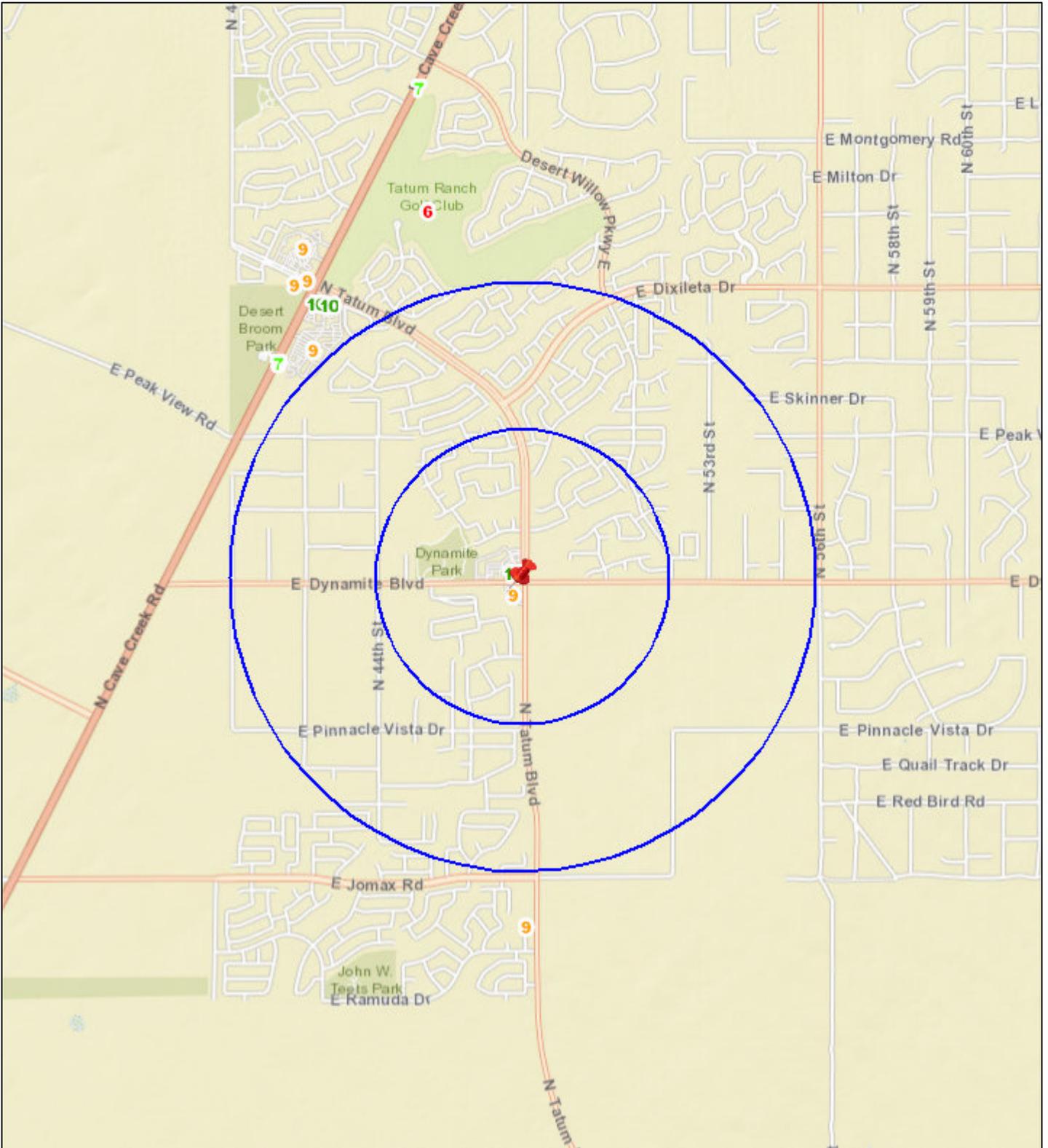
Description	Average	1/2 Mile Average
Parcels w/Violations	71	4
Total Violations	127	6

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
6128001	2069	83 %	21 %	1 %
6129001	834	80 %	0 %	2 %
6129002	1521	93 %	18 %	1 %
6133001	1688	91 %	7 %	2 %
6133003	1120	84 %	17 %	15 %
Average		61 %	13 %	19 %

Liquor License Map: CREEK PATIO GRILL

28244 N TATUM BLVD



Date: 4/3/2019



City Clerk Department



Liquor License - Press Coffee Roasters

Request for a liquor license. Arizona State License Application 50672.

Summary

Applicant

Lauren Merrett, Agent

License Type

Series 12 - Restaurant

Location

10443 N. 32nd St.

Zoning Classification: C-2

Council District: 3

This request is for a new liquor license for a restaurant. This location was not previously licensed for liquor sales and does not have an interim permit. This business has plans to open in June 2019.

The 60-day limit for processing this application is June 2, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the

State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Press Coffee Food & Wine (Series 7)
1616 N. Central Ave., Ste. 102, Phoenix
Calls for police service: 78
Liquor license violations: None

Over Easy (Series 12)
4730 E. Indian School Road, Ste. 123, Phoenix
Calls for police service: 25
Liquor license violations: None

Over Easy (Series 12)
2398 E. Camelback Road, Ste. 150-180, Phoenix
Calls for police service: 17
Liquor license violations: None

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"Owners are all capable reliable and qualified with multiple locations and businesses in the state of Arizona. Several have liquor licenses. They have been shown to be responsible providers of alcohol."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"The public convenience and the community will be served by providing alcohol To customers who desire alcohol in their beverages."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with

the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Press Coffee Roasters

Liquor License Map - Press Coffee Roasters

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: PRESS COFFEE ROASTERS

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	2	1
Beer and Wine Bar	7	1	1
Liquor Store	9	3	3
Beer and Wine Store	10	3	3
Restaurant	12	6	6

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	15.71	22.39
Violent Crimes	4.61	1.24	2.44

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

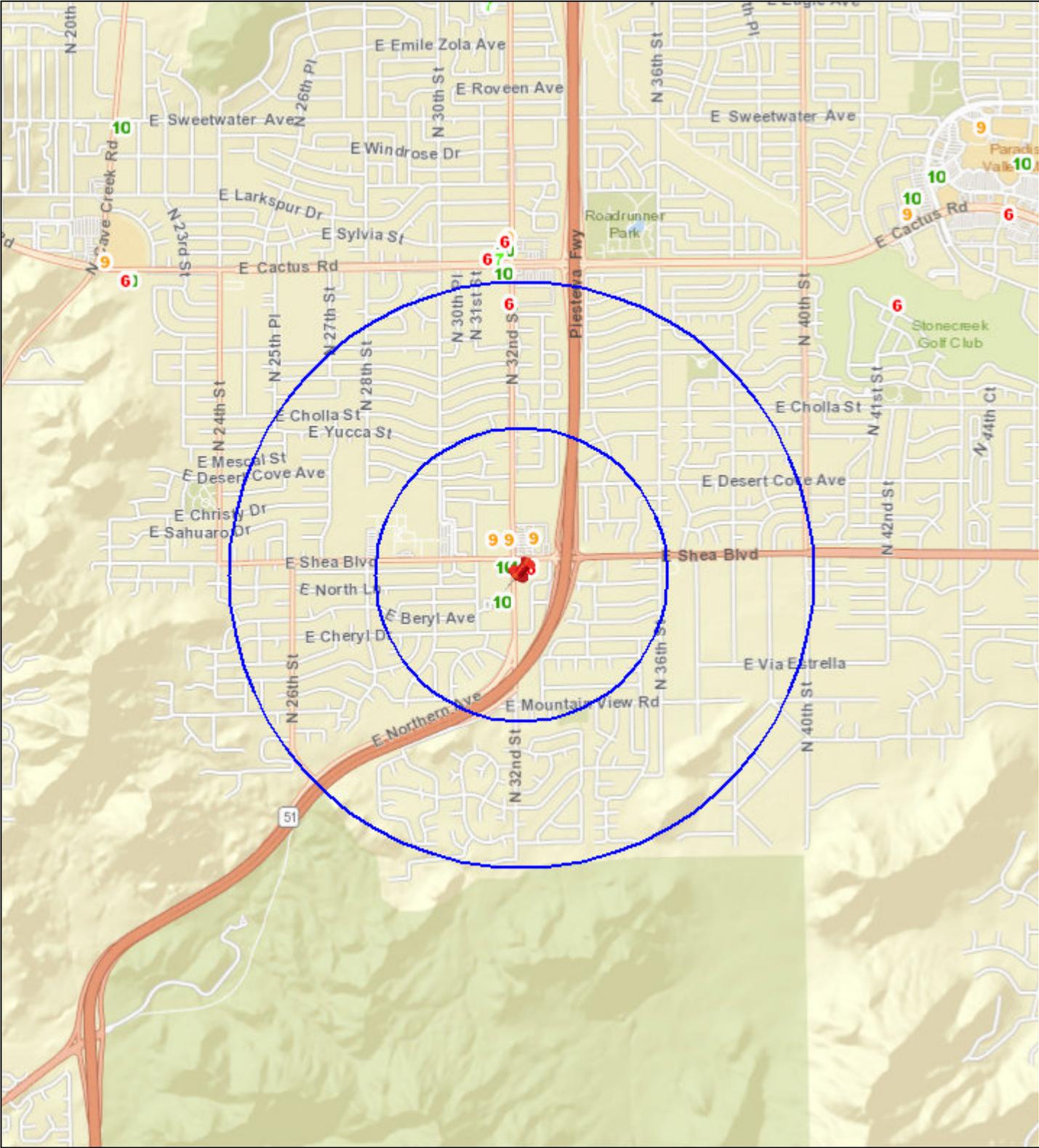
Description	Average	1/2 Mile Average
Parcels w/Violations	71	16
Total Violations	128	30

Census 2010 Data 1/2 Mile Radius

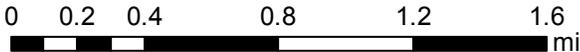
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1048011	1972	96 %	7 %	8 %
1048021	941	84 %	0 %	4 %
1048025	888	4 %	7 %	24 %
1049002	1133	88 %	3 %	13 %
1049003	2131	84 %	6 %	2 %
1051011	1042	100 %	7 %	7 %
1051013	1549	100 %	4 %	1 %
Average		61 %	13 %	19 %

Liquor License Map: PRESS COFFEE ROASTERS

10443 N 32ND ST



Date: 4/9/2019





Liquor License - Salvadoreno Restaurant #3

Request for a liquor license. Arizona State License Application 57963.

Summary

Applicant

Martha Ramirez, Agent

License Type

Series 12 - Restaurant

Location

8911 N. Central Ave., Ste. 101

Zoning Classification: C-2

Council District: 3

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 26, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I am a responsible, detailed, law abiding citizen of the City of Phoenix with prior experience managing a restaurant with a liquor license. My background also covers working in social services, so I feel I know how to balance ethical business practices as well as preserve the community we serve."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Our restaurant has been a part of the Phoenix restaurant scene for almost 20 years. We will be able to serve our patron not only food from another culture but also drinks from there as well."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Salvadoreno Restaurant #3

Liquor License Map - Salvadoreno Restaurant #3

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: SALVADORENO RESTAURANT #3

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	1
Bar	6	5	0
Beer and Wine Bar	7	2	1
Liquor Store	9	6	4
Beer and Wine Store	10	12	4
Restaurant	12	11	8
Club	14	2	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	59.15	78.23
Violent Crimes	4.61	12.79	16.66

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

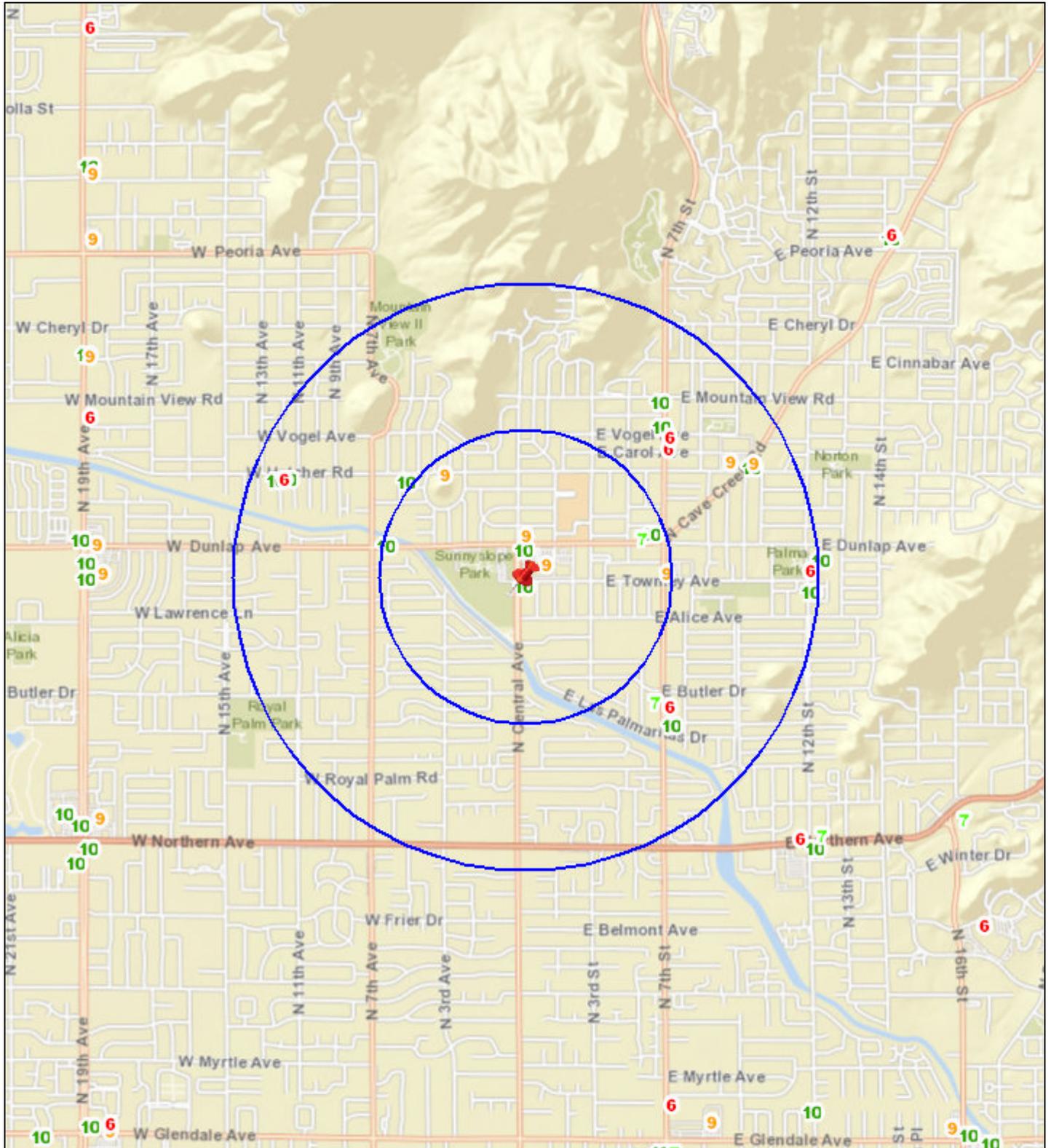
Description	Average	1/2 Mile Average
Parcels w/Violations	71	146
Total Violations	127	278

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1046001	1767	43 %	21 %	27 %
1046002	1676	20 %	20 %	39 %
1046003	1165	68 %	20 %	35 %
1047011	1012	13 %	34 %	21 %
1047022	1519	49 %	28 %	42 %
1052003	1140	66 %	15 %	17 %
1053001	1959	84 %	11 %	9 %
1053002	1704	34 %	25 %	42 %
1053003	1205	96 %	9 %	0 %
Average		61 %	13 %	19 %

Liquor License Map: SALVADORENO RESTAURANT #3

8911 N CENTRAL AVE



Date: 4/8/2019





Liquor License - Tamale Store

Request for a liquor license. Arizona State License Application 57911.

Summary

Applicant

Maria Stanzak, Agent

License Type

Series 12 - Restaurant

Location

15842 N. Cave Creek Road

Zoning Classification: C-2

Council District: 3

This request is for a new liquor license for a restaurant. This location was not previously licensed for liquor sales and does not have an interim permit.

The 60-day limit for processing this application is May 26, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I am a law-abiding person and business owner. I am responsible and am fully aware of how important my role is as not only a small business owner but as a liquor license holder."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"My business is great for the community. It is a restaurant that brings people in from all over the valley and state. This will help the local economy and help ensure job security for my employees. A liquor license will help bring in more people and help ensure a successful business."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Tamale Store

Liquor License Map - Tamale Store

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: TAMALE STORE

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	4	1
Beer and Wine Bar	7	2	0
Liquor Store	9	3	2
Beer and Wine Store	10	9	5
Restaurant	12	10	2

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	45.83	48.40
Violent Crimes	4.61	8.81	13.16

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

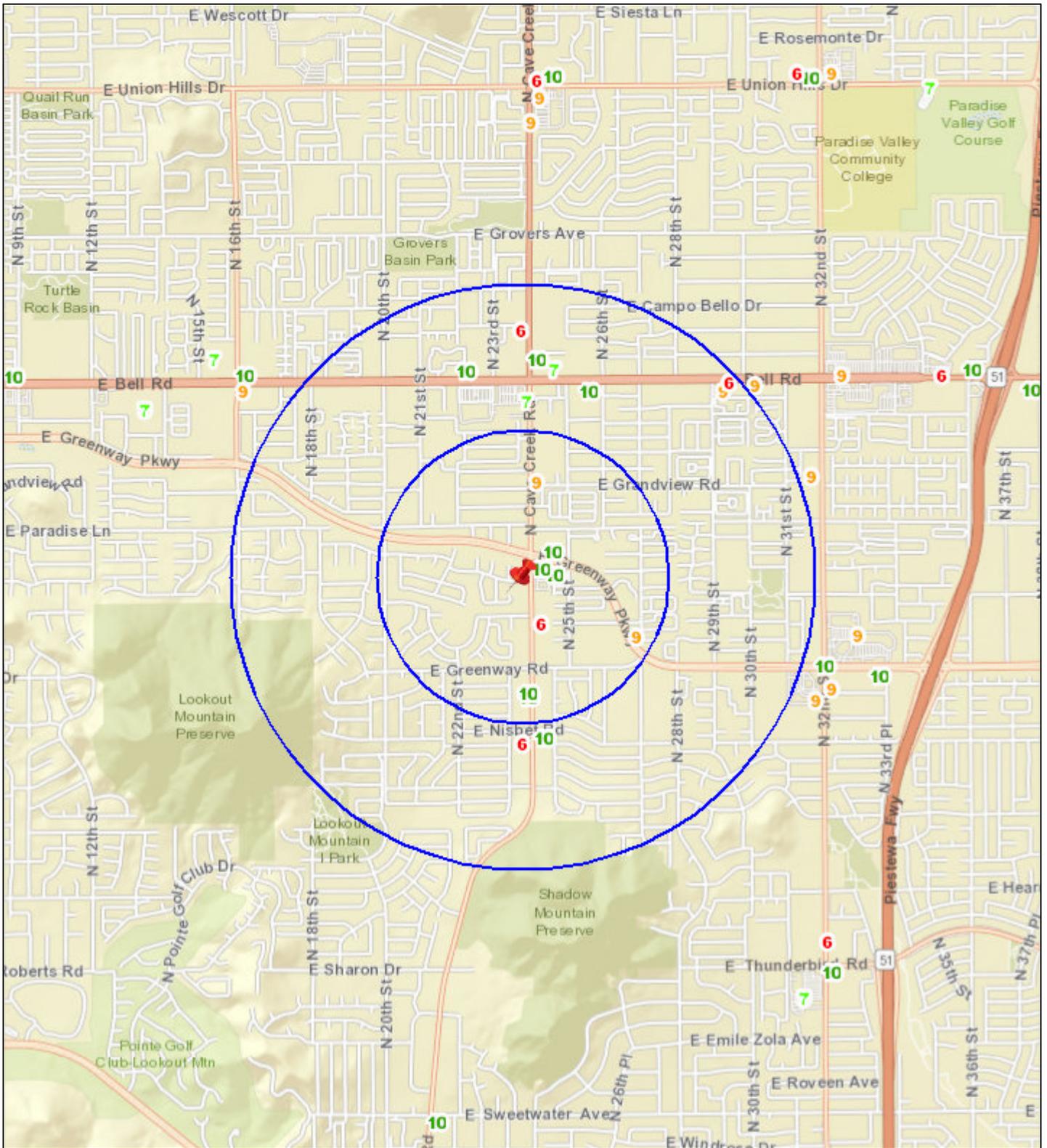
Description	Average	1/2 Mile Average
Parcels w/Violations	71	85
Total Violations	127	148

Census 2010 Data 1/2 Mile Radius

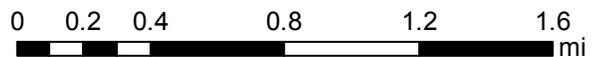
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1033051	1180	47 %	29 %	35 %
1033052	2333	59 %	9 %	30 %
1033061	921	18 %	28 %	32 %
1033062	2272	17 %	22 %	37 %
1035011	1381	67 %	5 %	23 %
1036061	1067	84 %	15 %	13 %
1036062	854	90 %	13 %	4 %
1036063	2174	78 %	13 %	25 %
1036071	1285	83 %	3 %	18 %
Average		61 %	13 %	19 %

Liquor License Map: TAMALE STORE

15842 N CAVE CREEK RD



Date: 4/8/2019





Liquor License - Press Coffee Food & Wine

Request for a liquor license. Arizona State License Application 07070330.

Summary

Applicant

Lauren Merrett, Agent

License Type

Series 7 - Beer and Wine Bar

Location

1616 N. Central Ave., Ste. 102

Zoning Classification: DTC-Downtown Gateway

Council District: 4

This request is for an acquisition of control of an existing liquor license for a beer and wine bar. This location is currently licensed for liquor sales.

The 60-day limit for processing this application is June 2, 2019.

Pursuant to A.R.S. 4-203, consideration should be given only to the applicant's personal qualifications.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Over Easy (Series 12)

4730 E. Indian School Road, Ste. 123, Phoenix

Calls for police service: 25

Liquor license violations: None

Over Easy (Series 12)

2398 E. Camelback Road, Ste. 150-180, Phoenix

Calls for police service: 17

Liquor license violations: None

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"Owners are all capable reliable and qualified with multiple locations and businesses in the state of Arizona. Several have liquor licenses. They have been shown to be responsible providers of alcohol."

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.



Liquor License - Casa Amigos Food

Request for a liquor license. Arizona State License Application 09070732.

Summary

Applicant

Gagandeep Bola, Agent

License Type

Series 9 - Liquor Store

Location

3641 N. 43rd Ave.

Zoning Classification: C-1

Council District: 4

This request is for an ownership transfer of a liquor license for a liquor store. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 18, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the

State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Speedway Food Mart (Series 10)
5201 S. 7th St., Phoenix
Calls for police service: 6
Liquor license violations: None

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I have over 10 year of experience in retail convenience store business and handling beer and liquor sale's Absolutely cautious when it come to age restricted products and make sure alcohol & tobacco sale are not made to minor's."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Provide the convenience to customers looking to purchase alcohol or other non alcohol products on their way home from work or simply to those customer's looking to entertain and wanting to go to a local neighborhood store for their convenience.

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Casa Amigos Food
Liquor License Map - Casa Amigos Food

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: CASA AMIGOS FOOD

Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	2	1
Bar	6	6	2
Beer and Wine Bar	7	3	0
Liquor Store	9	4	1
Beer and Wine Store	10	11	3
Restaurant	12	7	3

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	66.10	96.28
Violent Crimes	4.61	15.10	19.85

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

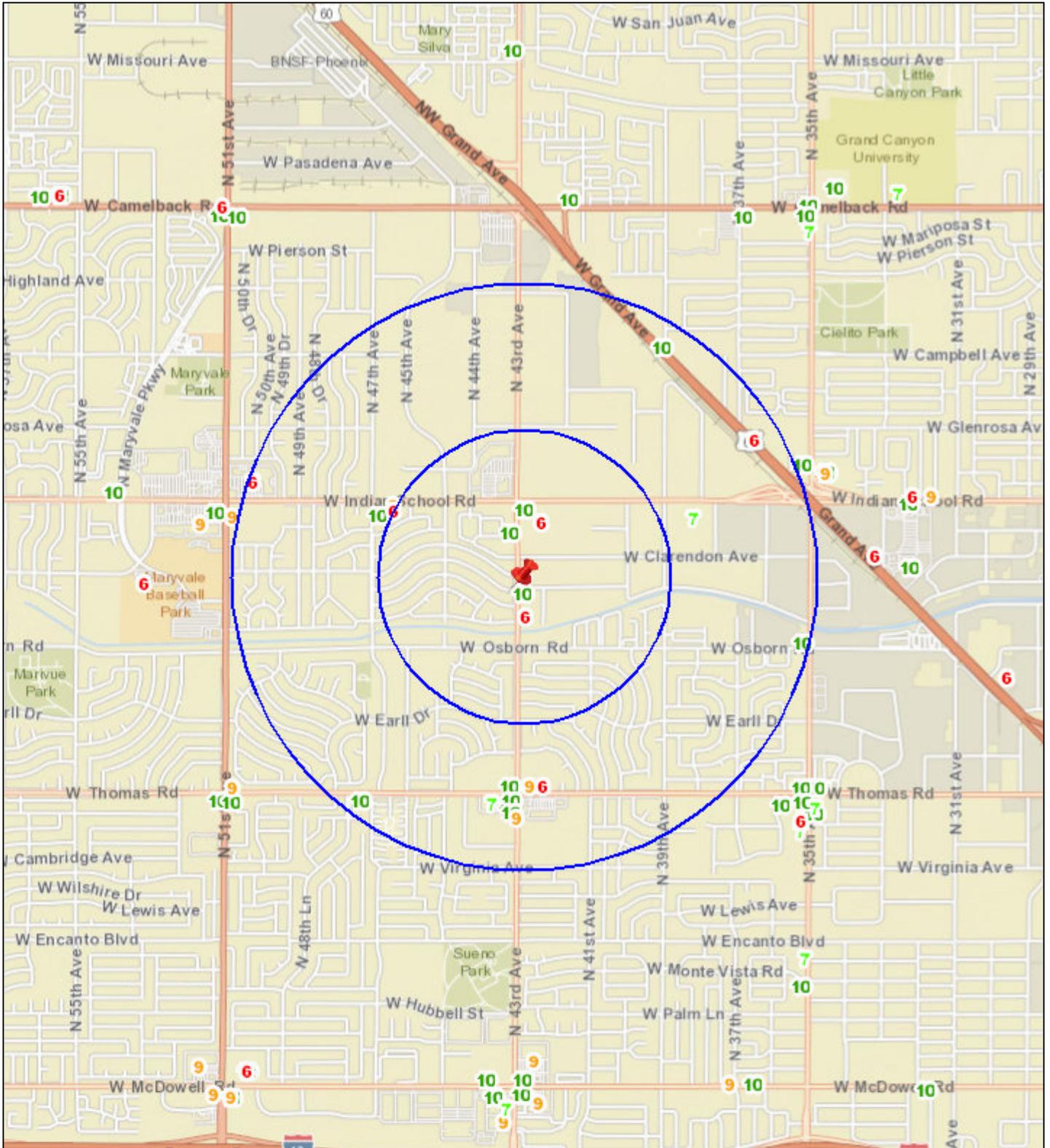
Description	Average	1/2 Mile Average
Parcels w/Violations	71	249
Total Violations	127	356

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1092003	1593	11 %	26 %	32 %
1093001	1129	74 %	7 %	26 %
1100012	1781	69 %	8 %	14 %
1100022	2566	44 %	6 %	47 %
1101001	1919	16 %	15 %	58 %
1101003	2592	65 %	0 %	27 %
Average		61 %	13 %	19 %

Liquor License Map: CASAAMIGOS FOOD

3641 N 43RD AVE



Date: 3/27/2019





Liquor License - Cash Nightclub & Lounge

Request for a liquor license. Arizona State License Application 06070599.

Summary

Applicant

Francisco Gaucin, Agent

License Type

Series 6 - Bar

Location

1730 E. McDowell Road

Zoning Classification: C-2

Council District: 4

This request is for a location transfer of a liquor license for a bar/nightclub. This location was previously licensed for liquor sales and may currently operate with an interim permit. This location requires a Use Permit to allow patron dancing.

The 60-day limit for processing this application was May 5, 2019. However, the applicant submitted a written request for more time.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

2601 on Central (Series 12)
2601 N. Central Ave., Phoenix
Calls for police service: 5
Liquor license violations: None

Las Tres Potrancas (Series 12)
7710 W. Lower Buckeye Road #107, Phoenix
Calls for police service: 20
Liquor license violations: In April 2018, a fine of \$1,500 was paid for failure to derive 40% of income from food.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I have completed both the basic and management training required in addition to having the proper business management experience."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"A local small business supporting our community."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Cash Nightclub & Lounge
Liquor License Map - Cash Nightclub & Lounge

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: CASH NIGHTCLUB & LOUNGE

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Bar	6	5	4
Beer and Wine Bar	7	1	0
Liquor Store	9	6	2
Beer and Wine Store	10	16	4
Restaurant	12	14	7
Craft Distiller	18	1	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	66.85	67.72
Violent Crimes	4.61	17.51	12.95

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

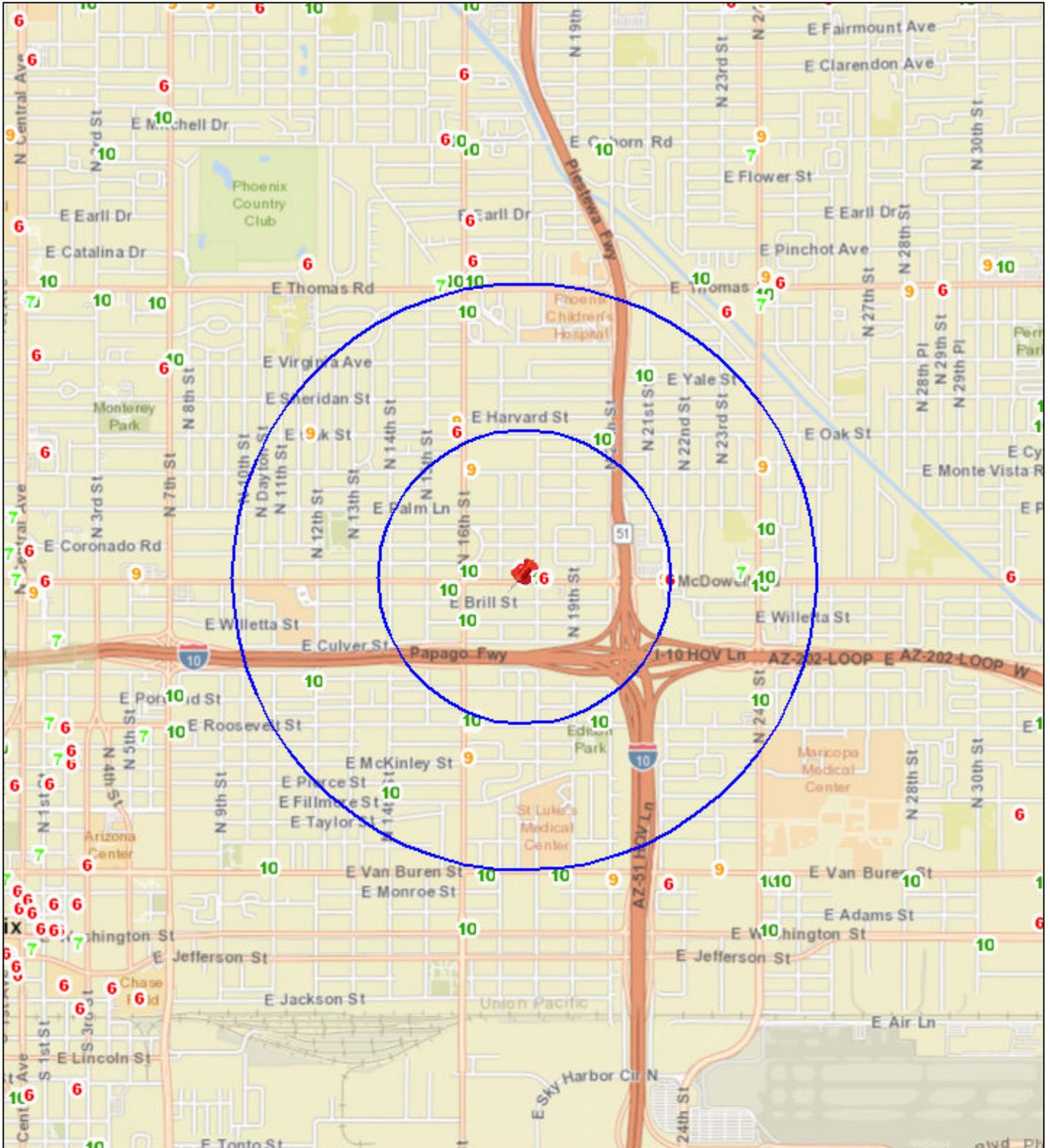
Description	Average	1/2 Mile Average
Parcels w/Violations	70	185
Total Violations	125	348

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1116012	1200	65 %	11 %	40 %
1116022	2607	54 %	9 %	61 %
1116023	1963	21 %	19 %	82 %
1117002	1243	39 %	12 %	28 %
1132031	1473	30 %	20 %	57 %
1132032	638	28 %	7 %	70 %
1133001	2490	40 %	12 %	49 %
Average		61 %	13 %	19 %

Liquor License Map: CASH NIGHTCLUB & LOUNGE

1730 E MCDOWELL RD



Date: 3/18/2019



City Clerk Department



Liquor License - Discount Food Market Deli & Smoke Shop

Request for a liquor license. Arizona State License Application 56564.

Summary

Applicant

Fandi Bajbouj, Agent

License Type

Series 10 - Beer and Wine Store

Location

1802 E. McDowell Road

Zoning Classification: C-2

Council District: 4

This request is for a new liquor license for a Beer and Wine Store. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 17, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I have prior experience in business because I owned a restaurant in Phoenix for five years."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"It will permit the continuation of package alcohol sales at a location which has been licensed since December 2001. I am currently operating on an interim permit selling beer and wine products to the customers of the business who desire to purchase such items when they shop. Beer and wine products make up a small percentage of total sales and they are stocked for the convenience of the customers."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Discount Food Market Deli & Smoke Shop
Liquor License Map - Discount Food Market Deli & Smoke Shop

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: DISCOUNT FOOD MARKET DELI & SMOKE SHOP

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Bar	6	5	4
Beer and Wine Bar	7	1	0
Liquor Store	9	6	2
Beer and Wine Store	10	16	4
Restaurant	12	14	7
Craft Distiller	18	1	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	67.62	66.77
Violent Crimes	4.61	17.22	13.90

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

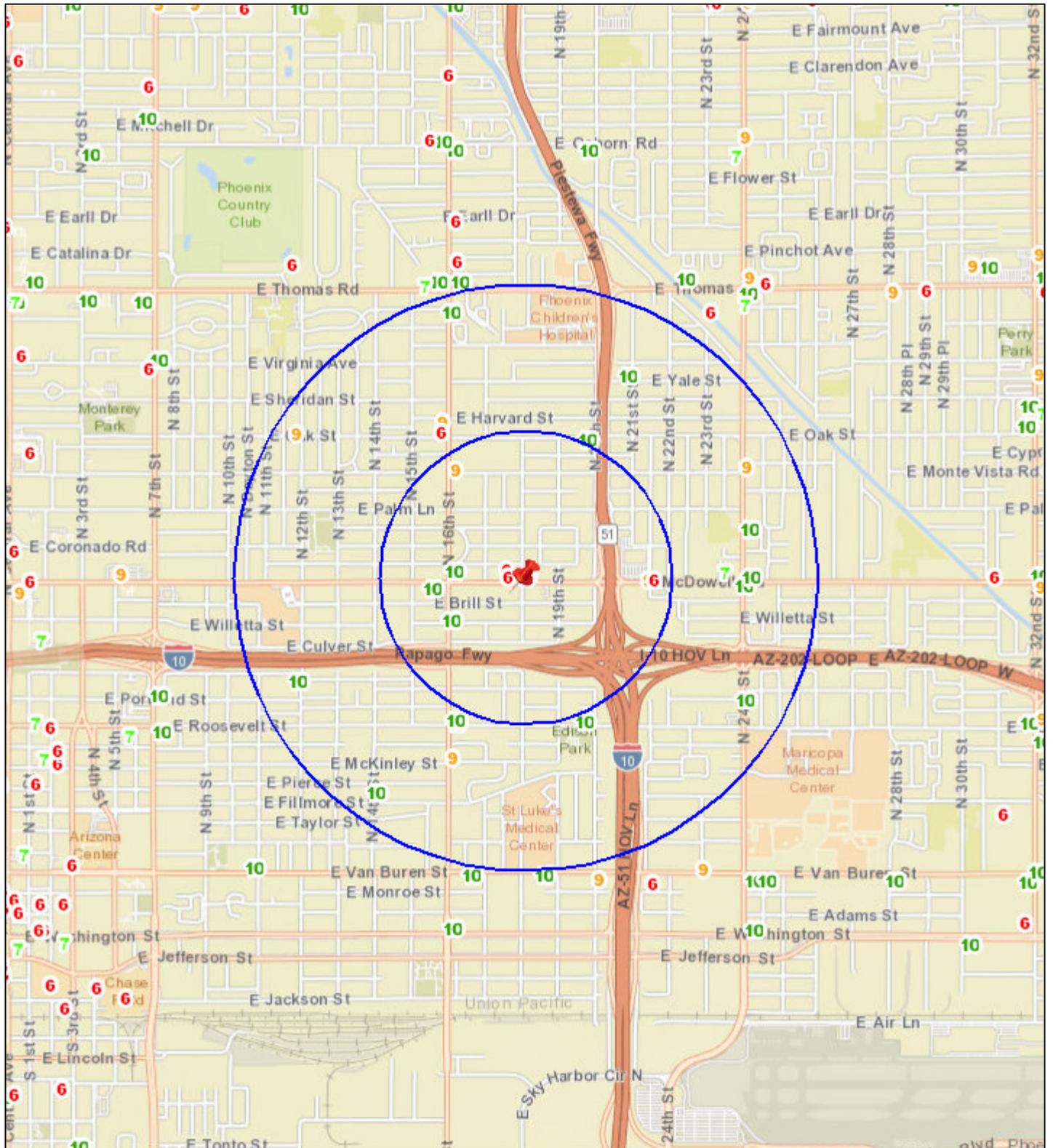
Description	Average	1/2 Mile Average
Parcels w/Violations	71	192
Total Violations	127	354

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1116012	1200	65 %	11 %	40 %
1116022	2607	54 %	9 %	61 %
1116023	1963	21 %	19 %	82 %
1117002	1243	39 %	12 %	28 %
1132031	1473	30 %	20 %	57 %
1132032	638	28 %	7 %	70 %
1133001	2490	40 %	12 %	49 %
Average		61 %	13 %	19 %

Liquor License Map: DISCOUNT FOOD MARKET DELI & SMOKE SHOP

1802 E MCDOWELL RD



Date: 3/28/2019



City Clerk Department



Liquor License - Hidden Track Bottle Shop

Request for a liquor license. Arizona State License Application 58059.

Summary

Applicant

Danielle Middlebrook, Agent

License Type

Series 10 & 10S - Beer and Wine Store with Sampling Privileges

Location

5070 N. Central Ave.

Zoning Classification: C-2 TOD-1

Council District: 4

This request is for a new liquor license for a beer and wine store. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow packaged liquor sales within 300 feet of a residential district. This business has plans to open in July 2019.

The 60-day limit for processing this application is May 26, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Hidden Track Bottle Shop (Series 10)
111 W. Monroe St., Ste. 120, Phoenix
Calls for police service: 19
Liquor license violations: None

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"We have held a series 10 liquor license in good standing for four years at our current location at 111 W. Monroe St Suite 120, Phoenix, AZ 85003. We have maintained and met all requirements and training to hold a liquor license."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"We are filling a community need for small retail offering small farm/boutique wines and craft beer. Many of our current customers live in this area and would benefit from the convenience of this location. It also complements the space that is available and an art gallerie."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Hidden Track Bottle Shop
Liquor License Map - Hidden Track Bottle Shop

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: HIDDEN TRACK BOTTLE SHOP

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	2	2
Bar	6	13	1
Beer and Wine Bar	7	12	9
Liquor Store	9	5	2
Beer and Wine Store	10	7	1
Restaurant	12	46	16

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	67.25	93.94
Violent Crimes	4.61	10.21	14.86

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

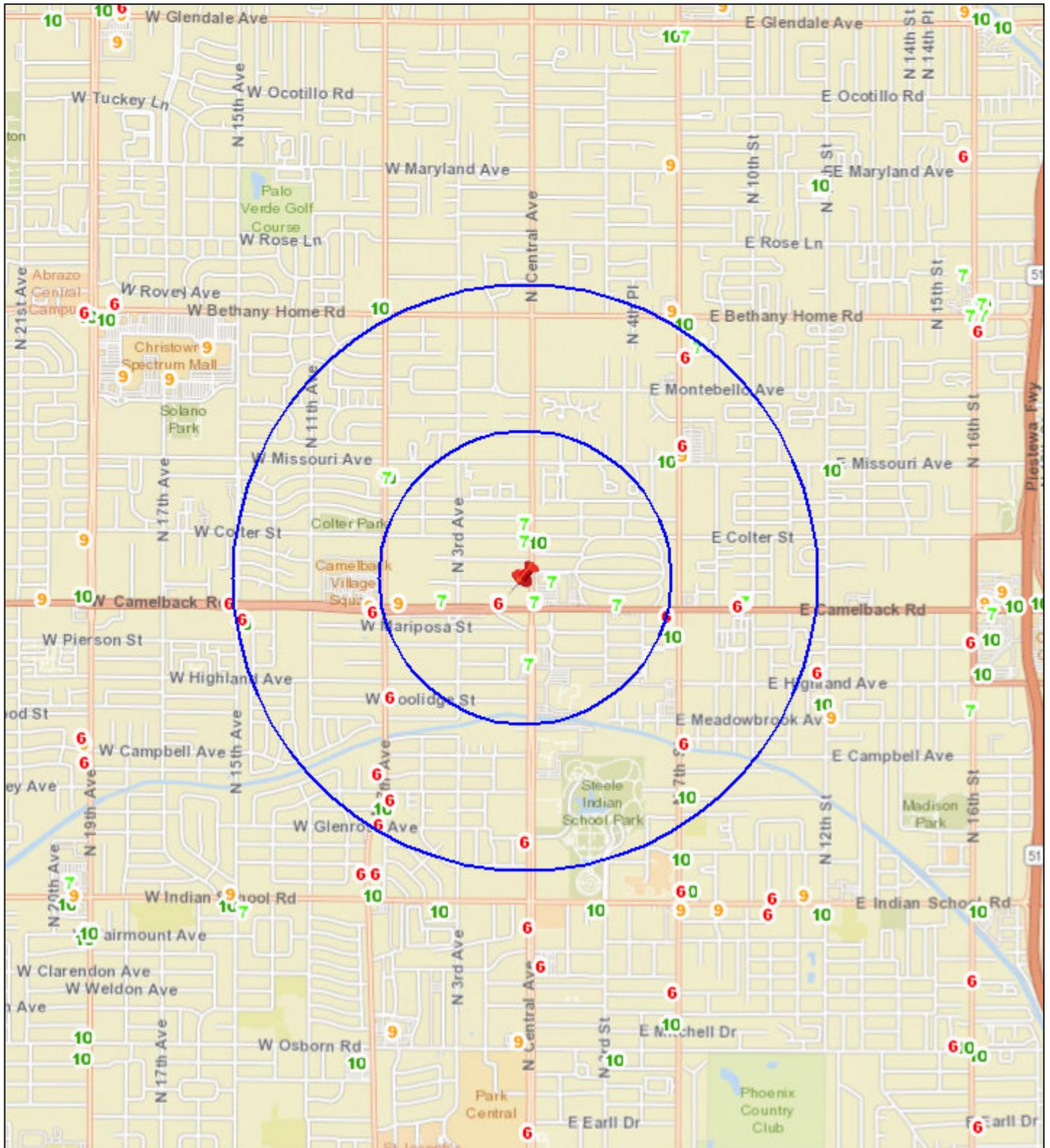
Description	Average	1/2 Mile Average
Parcels w/Violations	71	46
Total Violations	127	93

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1074005	661	0 %	30 %	77 %
1075001	758	80 %	2 %	3 %
1075002	1458	74 %	7 %	15 %
1075003	1599	46 %	15 %	14 %
1088021	1456	23 %	32 %	31 %
1088022	435	43 %	41 %	19 %
1089023	1072	28 %	3 %	47 %
1171001	2126	10 %	15 %	10 %
Average		61 %	13 %	19 %

Liquor License Map: HIDDEN TRACK BOTTLE SHOP

5070 N CENTRAL AVE



Date: 4/3/2019





Liquor License - Rice Paper on 7th

Request for a liquor license. Arizona State License Application 58317.

Summary

Applicant

Thong Nguyen, Agent

License Type

Series 12 - Restaurant

Location

2241 N. 7th St.

Zoning Classification: C-1 CNSPD

Council District: 4

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit. This location requires a Use Permit to allow the sale of alcoholic beverages as an accessory to a restaurant and to allow outdoor alcoholic beverage consumption.

The 60-day limit for processing this application is May 28, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I will be over seeing the business on a daily basis. I will be attending manager liquor classes. I will make sure all requirements are met."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Our food will compliment with the guests to serve liquor."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Rice Paper on 7th
Liquor License Map - Rice Paper on 7th

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: RICE PAPER ON 7TH

Liquor License

Description	Series	1 Mile	1/2 Mile
Government	5	2	0
Bar	6	8	2
Beer and Wine Bar	7	5	0
Liquor Store	9	4	2
Beer and Wine Store	10	8	2
Hotel	11	1	0
Restaurant	12	34	9
Club	14	1	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	70.91	57.53
Violent Crimes	4.61	14.22	8.70

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

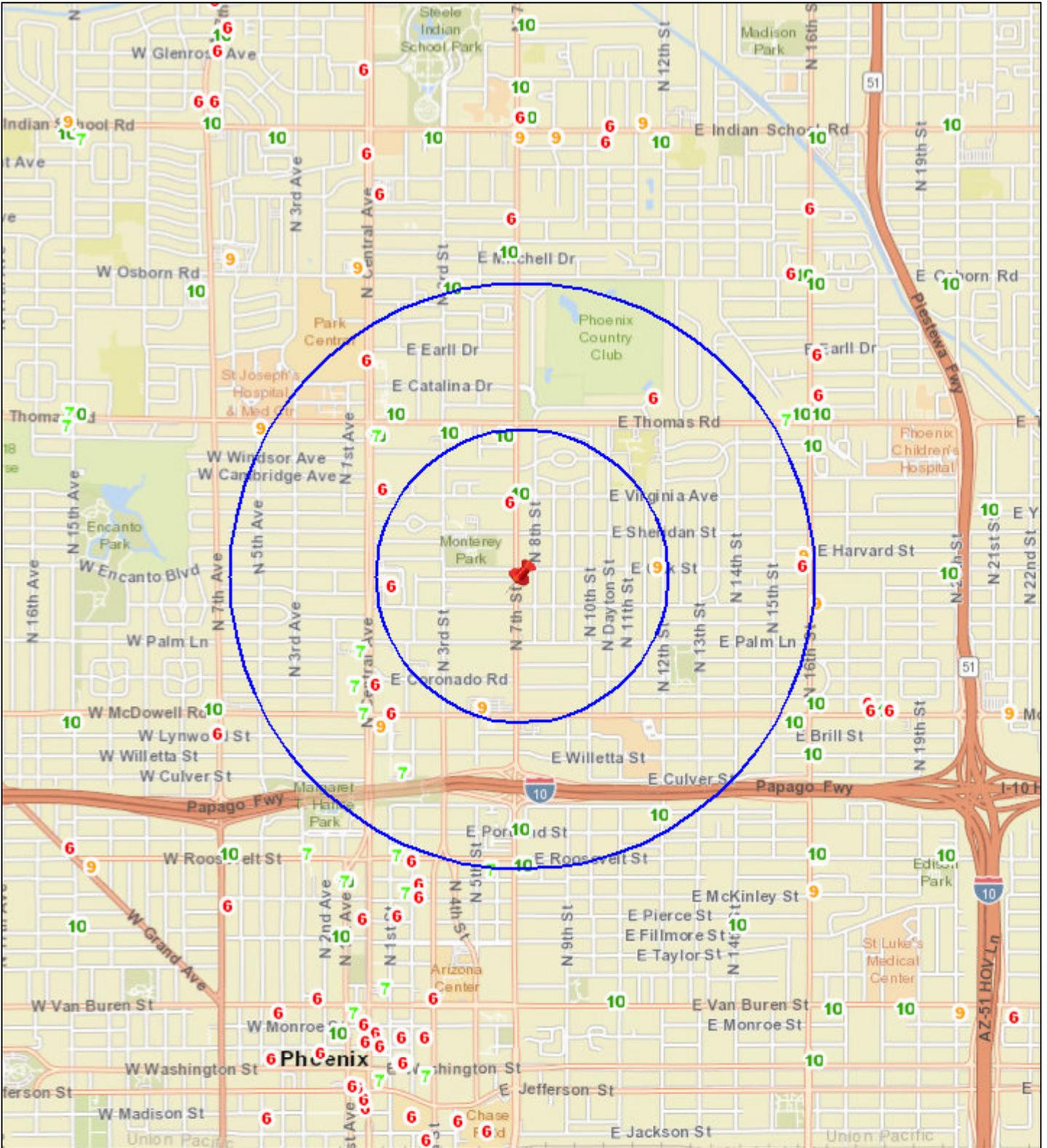
Description	Average	1/2 Mile Average
Parcels w/Violations	71	98
Total Violations	127	182

Census 2010 Data 1/2 Mile Radius

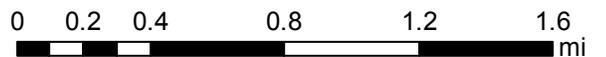
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1117001	1792	45 %	32 %	41 %
1117002	1243	39 %	12 %	28 %
1117003	1057	64 %	2 %	10 %
1117004	1227	75 %	20 %	21 %
1118001	742	44 %	28 %	5 %
1118004	671	62 %	6 %	6 %
1130002	873	29 %	21 %	38 %
1132032	638	28 %	7 %	70 %
Average		61 %	13 %	19 %

Liquor License Map: RICE PAPER ON 7TH

2241 N 7TH ST



Date: 4/8/2019





Liquor License - Siu Wok

Request for a liquor license. Arizona State License Application 57498.

Summary

Applicant

Jennifer Vo, Agent

License Type

Series 12 - Restaurant

Location

2801 N. Central Ave.

Zoning Classification: C-2 HRI TOD-1

Council District: 4

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 24, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I am requiring my staff to attend the basic liquor law classes. I will ensure that the employees of the establishment follow all laws."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"The restaurant was already a previous establishment and we want to make sure that the patrons do not feel big changes within the restaurant."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Siu Wok
Liquor License Map - Siu Wok

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: SIU WOK

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	9	4
Beer and Wine Bar	7	4	1
Liquor Store	9	5	1
Beer and Wine Store	10	8	4
Hotel	11	4	1
Restaurant	12	33	11
Club	14	1	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	77.14	72.92
Violent Crimes	4.61	10.96	12.42

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

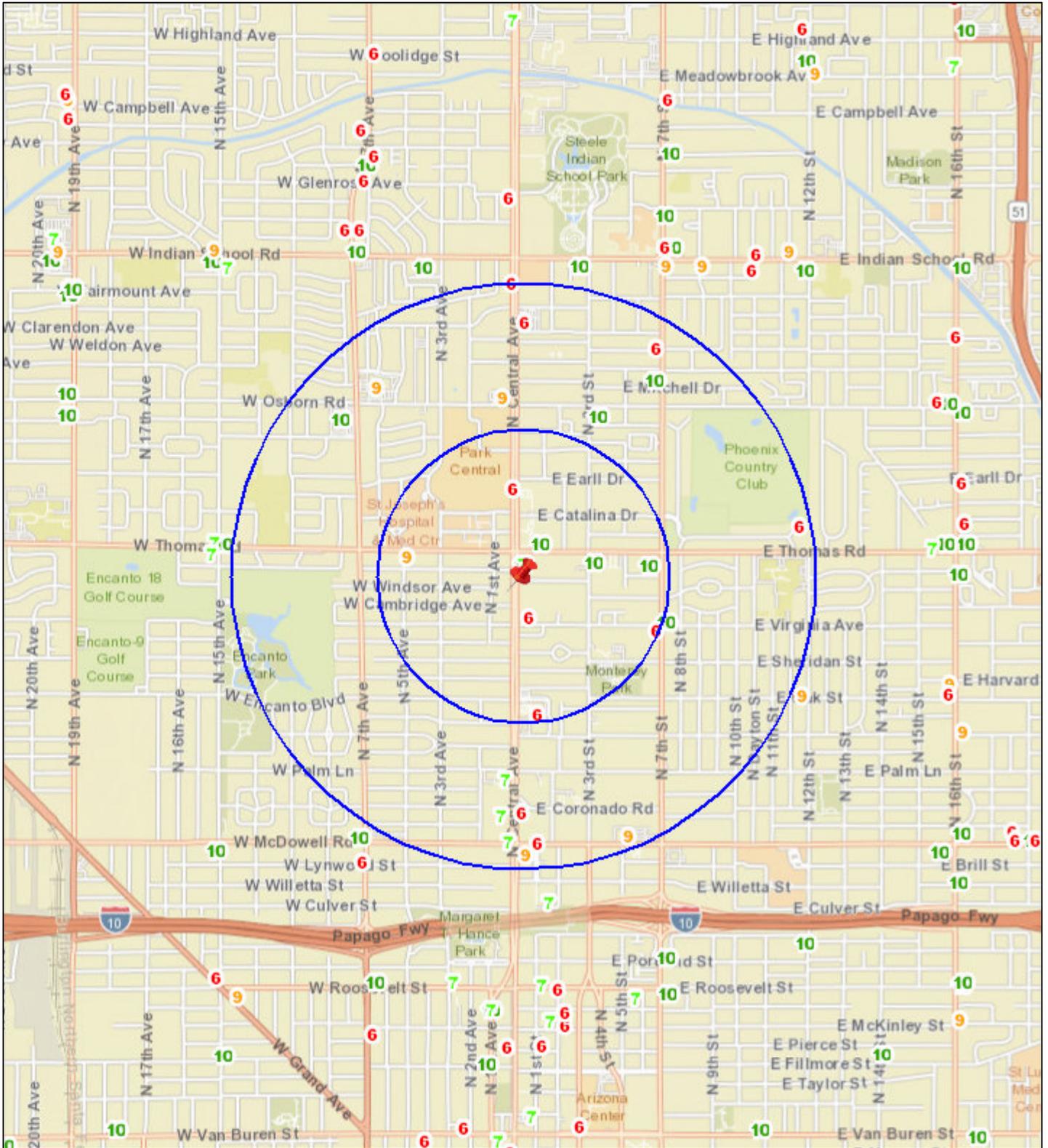
Description	Average	1/2 Mile Average
Parcels w/Violations	71	43
Total Violations	127	71

Census 2010 Data 1/2 Mile Radius

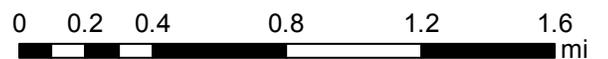
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1105013	824	16 %	17 %	40 %
1105022	1216	28 %	19 %	23 %
1106004	1456	47 %	27 %	3 %
1117004	1227	75 %	20 %	21 %
1118001	742	44 %	28 %	5 %
1118002	1030	67 %	9 %	17 %
1118003	996	65 %	15 %	4 %
1118004	671	62 %	6 %	6 %
Average		61 %	13 %	19 %

Liquor License Map: SIU WOK

2801 N CENTRAL AVE



Date: 4/3/2019





Liquor License - In & Out Convenience

Request for a liquor license. Arizona State License Application 59880.

Summary

Applicant

H. J. Lewkowitz, Agent

License Type

Series 9 - Liquor Store

Location

6024 N. 23rd Ave.

Zoning Classification: C-2

Council District: 5

This request is for a new liquor license for a convenience store that does not sell gas. This location is currently licensed for liquor sales with a Series 10 - Beer and Wine Store, liquor license.

The 60-day limit for processing this application is June 2, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the

State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

In & Out Convenience (Series 10)

6024 N. 23rd Ave., Phoenix

Calls for police service: 4

Liquor license violations: None

Greenway Market (Series 9)

3502 W. Greenway Road, Ste. 17-19

Calls for police service: 35

Liquor license violations: In October 2009, a fine of \$750 was paid for failure to request ID from an underage buyer and for selling, giving or furnishing an underage person with alcohol. In June 2012, a fine of \$750 was paid for failure to follow the identification procedure prescribed by statutes and for selling, giving or furnishing an underage person with alcohol. In January 2015, a warning letter was issued for failure to protect the safety of patrons.

Bell Tower Market & Liquors (Series 9)

6302 W. Bell Road, Glendale

Calls for police service: N/A - not in Phoenix

Liquor license violations: None

Public Opinion

One letter and one petition with 234 valid signatures supporting the issuance of this license have been received and are on file in the Office of the City Clerk.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:

“Applicant is committed to upholding the highest standards for business and maintaining compliance with applicable laws. Managers and staff will be trained in the techniques of legal and responsible alcohol sales and service.”

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

“Applicant would like to continue to serve the neighborhood and local visitors with the convenience of one-stop shopping in a clean and safe environment. Customers 21 and over have requested to purchase spirits in addition to beer, wine and other convenience items such as, snacks, drinks or household items.”

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - In & Out Convenience

Liquor License Map - In & Out Convenience

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: IN & OUT CONVENIENCE

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	4	3
Liquor Store	9	8	2
Beer and Wine Store	10	12	6
Hotel	11	1	0
Restaurant	12	5	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	154.37	117.30
Violent Crimes	4.61	25.26	31.63

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

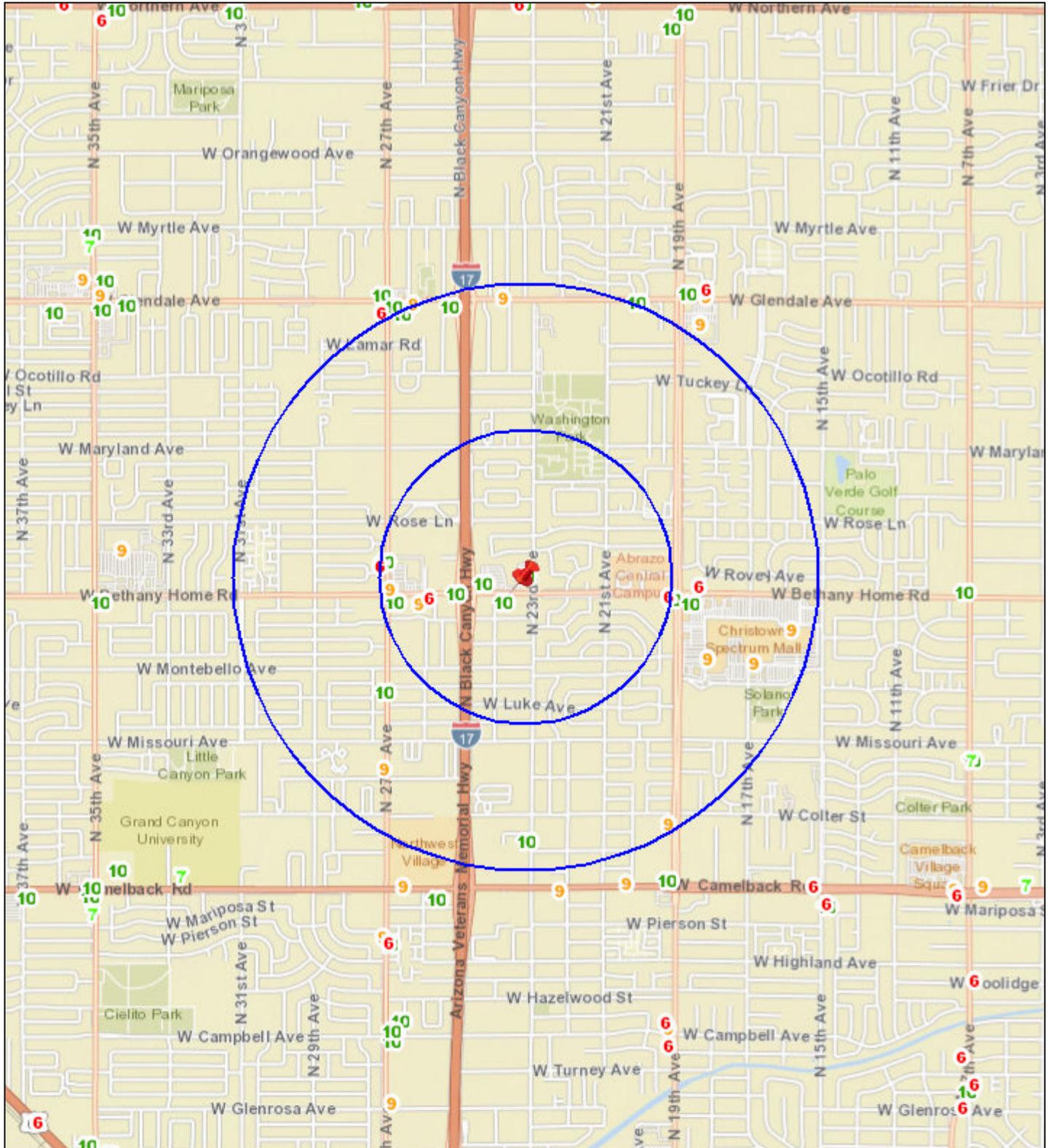
Description	Average	1/2 Mile Average
Parcels w/Violations	71	297
Total Violations	127	526

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1068012	1670	5 %	28 %	55 %
1068013	1083	30 %	20 %	33 %
1068021	1099	60 %	0 %	9 %
1068022	1105	85 %	21 %	1 %
1068023	1633	17 %	17 %	34 %
1069002	2629	71 %	5 %	22 %
1072022	2085	62 %	5 %	22 %
1073001	2203	79 %	3 %	6 %
1073004	2614	23 %	5 %	31 %
Average		61 %	13 %	19 %

Liquor License Map: IN & OUT CONVENIENCE

6024 N 23RD AVE



Date: 4/8/2019



City Clerk Department



Liquor License - Special Event - Cursillo Movement of Phoenix, Inc.

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant

Karla Keller

Location

4633 N. 54th St.

Council District: 6

Function

Dinner and Dance

Date(s) - Time(s) / Expected Attendance

June 1, 2019 - 5:30 p.m. to 11:00 p.m. / 250 attendees

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.



Liquor License - Kitchen 56

Request for a liquor license. Arizona State License Application 56522.

Summary

Applicant

James Catlett, Agent

License Type

Series 12 - Restaurant with Growler Privileges

Location

3433 N. 56th St.

Zoning Classification: C-1

Council District: 6

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit. This location requires a Use Permit to allow alcohol sales as an accessory use to a restaurant.

The 60-day limit for processing this application is May 17, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of

Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "Between my partners and I, we have over 10 years of experience operating businesses and James Fox and his wife, Raenee, have both operated and worked in businesses that have historically operated with a liquor license. We have the experience and resources to hire and train the staff needed to operate a business like this and we will implement necessary processes to ensure a safe yet fun environment for our patrons and the community around the restaurant."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because: "We want this to be a neighborhood restaurant in every way possible. That means creating an environment where neighbors and other locals want to come gather and enjoy great food together, but also using the resources that this type of business will allow to give back and support the community around us. This could mean donating to local schools and other types of organizations, working and cooking food at local events or even donating our space so local organizations have a place to gather and hold meetings, etc."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

- Liquor License Data - Kitchen 56
- Liquor License Map - Kitchen 56

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: KITCHEN 56

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Bar	6	1	1
Liquor Store	9	2	0
Beer and Wine Store	10	4	1
Restaurant	12	3	2

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	17.35	12.63
Violent Crimes	4.61	2.09	0.95

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

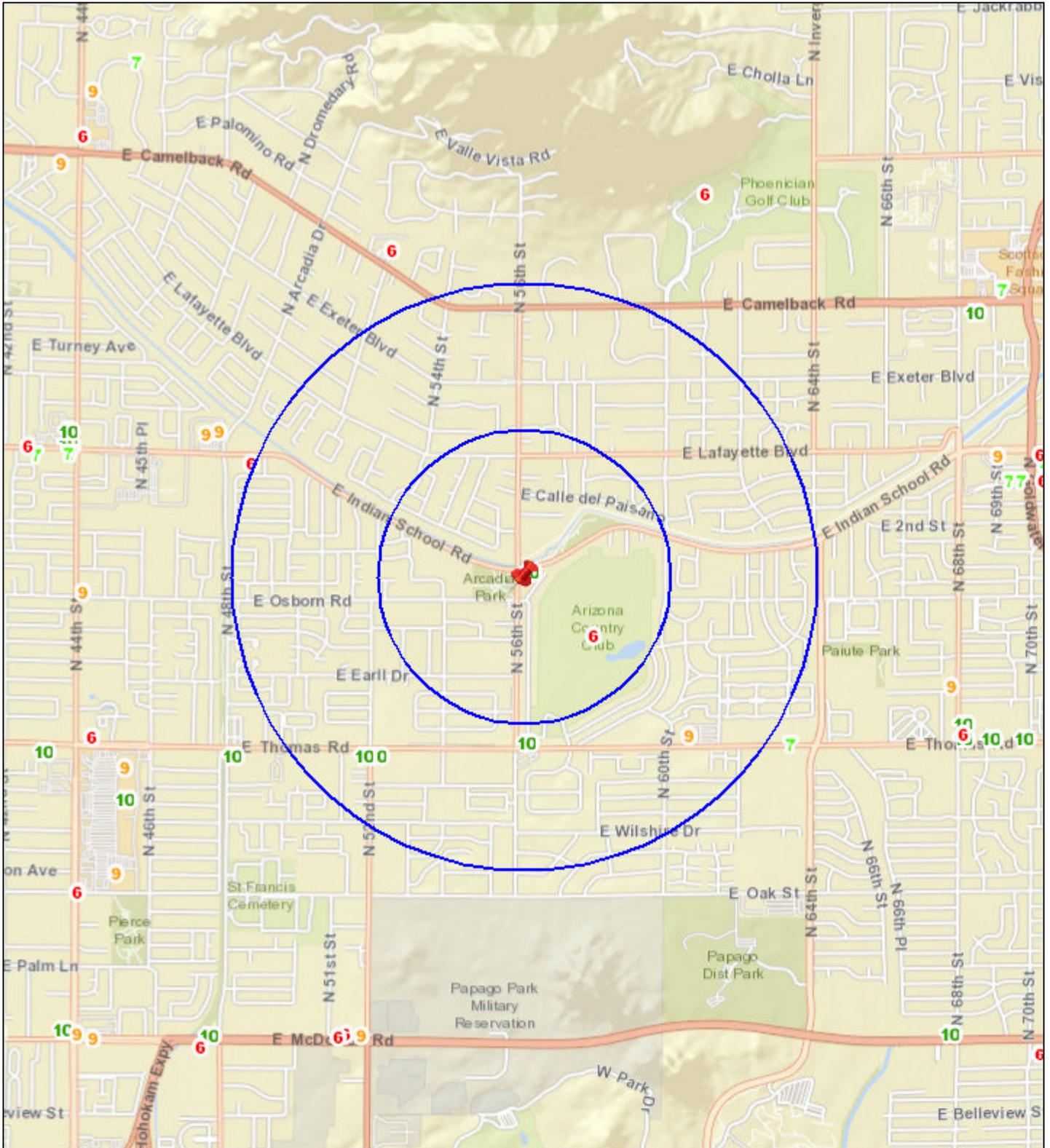
Description	Average	1/2 Mile Average
Parcels w/Violations	71	14
Total Violations	127	37

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1080001	1436	93 %	3 %	12 %
1080002	2068	96 %	7 %	0 %
1111001	1149	81 %	11 %	6 %
1111003	2317	84 %	11 %	8 %
2174001	479	87 %	28 %	10 %
Average		61 %	13 %	19 %

Liquor License Map: KITCHEN 56

3433 N 56TH ST



Date: 3/26/2019





Liquor License - Phoenix Ale Brewery Central Kitchen

Request for a liquor license. Arizona State License Application 59934.

Summary

Applicant

Camila Alarcon, Agent

License Type

Series 12 - Restaurant with Growler Privileges

Location

5813 N. 7th St., Ste. 140

Zoning Classification: C-2

Council District: 6

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is June 3, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"Applicant will follow all Arizona liquor laws and regulations and will ensure proper training of managers and staff on the same."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Phoenix Ale Brewery Central Kitchen has been in operation since 2015 and will continue to provide a local craft beer option to the surrounding community. Located near other retail and restaurant options, it complements the other establishments currently operating in the vicinity."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Phoenix Ale Brewery Central Kitchen
Liquor License Map - Phoenix Ale Brewery Central Kitchen

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: PHOENIX ALE BREWERY CENTRAL KITCHEN

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	3	0
Bar	6	5	2
Beer and Wine Bar	7	10	1
Liquor Store	9	4	2
Beer and Wine Store	10	8	2
Restaurant	12	38	20

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	47.82	58.91
Violent Crimes	4.61	4.80	6.58

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

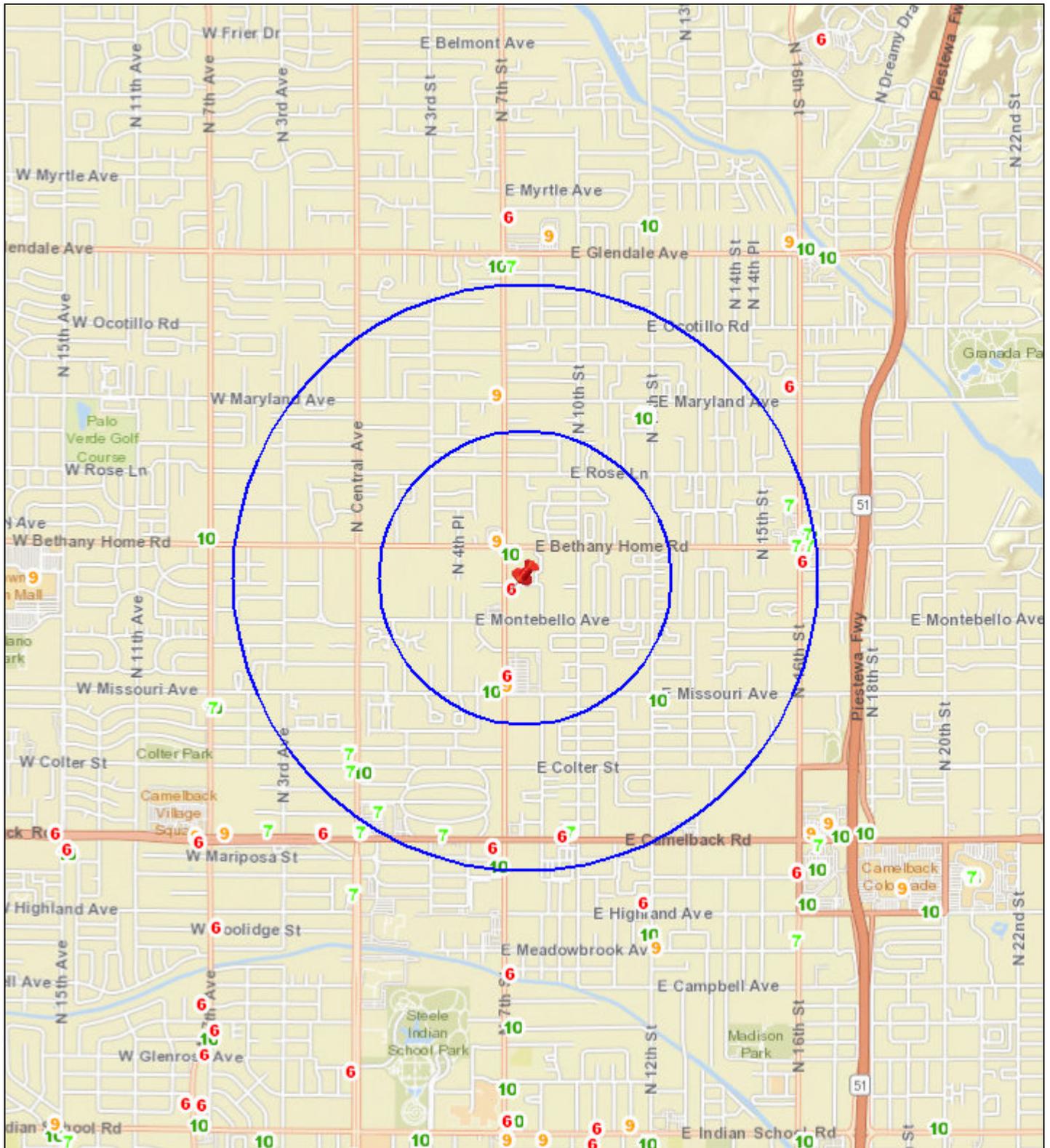
Description	Average	1/2 Mile Average
Parcels w/Violations	71	66
Total Violations	128	113

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1065012	1594	61 %	18 %	32 %
1065023	919	56 %	15 %	10 %
1066002	2064	83 %	7 %	5 %
1075001	758	80 %	2 %	3 %
1075002	1458	74 %	7 %	15 %
1076011	319	65 %	16 %	46 %
1076012	904	38 %	24 %	23 %
1076013	1748	38 %	8 %	17 %
1076021	1311	82 %	0 %	6 %
Average		61 %	13 %	19 %

Liquor License Map: PHOENIX ALE BREWERY CENTRAL KITCHEN

5813 N 7TH ST



Date: 4/9/2019





Liquor License - Wingstop

Request for a liquor license. Arizona State License Application 56585.

Summary

Applicant

Thomas Aguilera, Agent

License Type

Series 12 - Restaurant

Location

3031 E. Indian School Road, Ste. 1-7

Zoning Classification: C-2

Council District: 6

This request is for a new liquor license for a restaurant. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow outdoor dining and outdoor alcohol consumption. A Use Permit hearing has been scheduled. This business is currently being remodeled with plans to open in June 2019.

The 60-day limit for processing this application is May 17, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This information is not provided due to the multiple ownership interests held by the applicant in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I serve as Agent on numerous liquor licenses in Arizona. I have been fingerprinted and background checked. I have Title IV liquor training and have practiced as a Liquor Law attorney for over 20 years. I have completed all paperwork and have submitted same to the Arizona Department of Liquor Licenses and Control."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Wingstop will provide a family friendly restaurant experience offering the nation's best chicken wings. We boast over 500 locations nationwide. We provide the public with an easily accessible dining option with reasonable prices."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

- Liquor License Data - Wingstop
- Liquor License Map - Wingstop

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: WINGSTOP

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	6	2
Beer and Wine Bar	7	4	0
Liquor Store	9	4	0
Beer and Wine Store	10	7	4
Restaurant	12	25	11

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	58.73	75.79
Violent Crimes	4.61	8.35	11.99

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

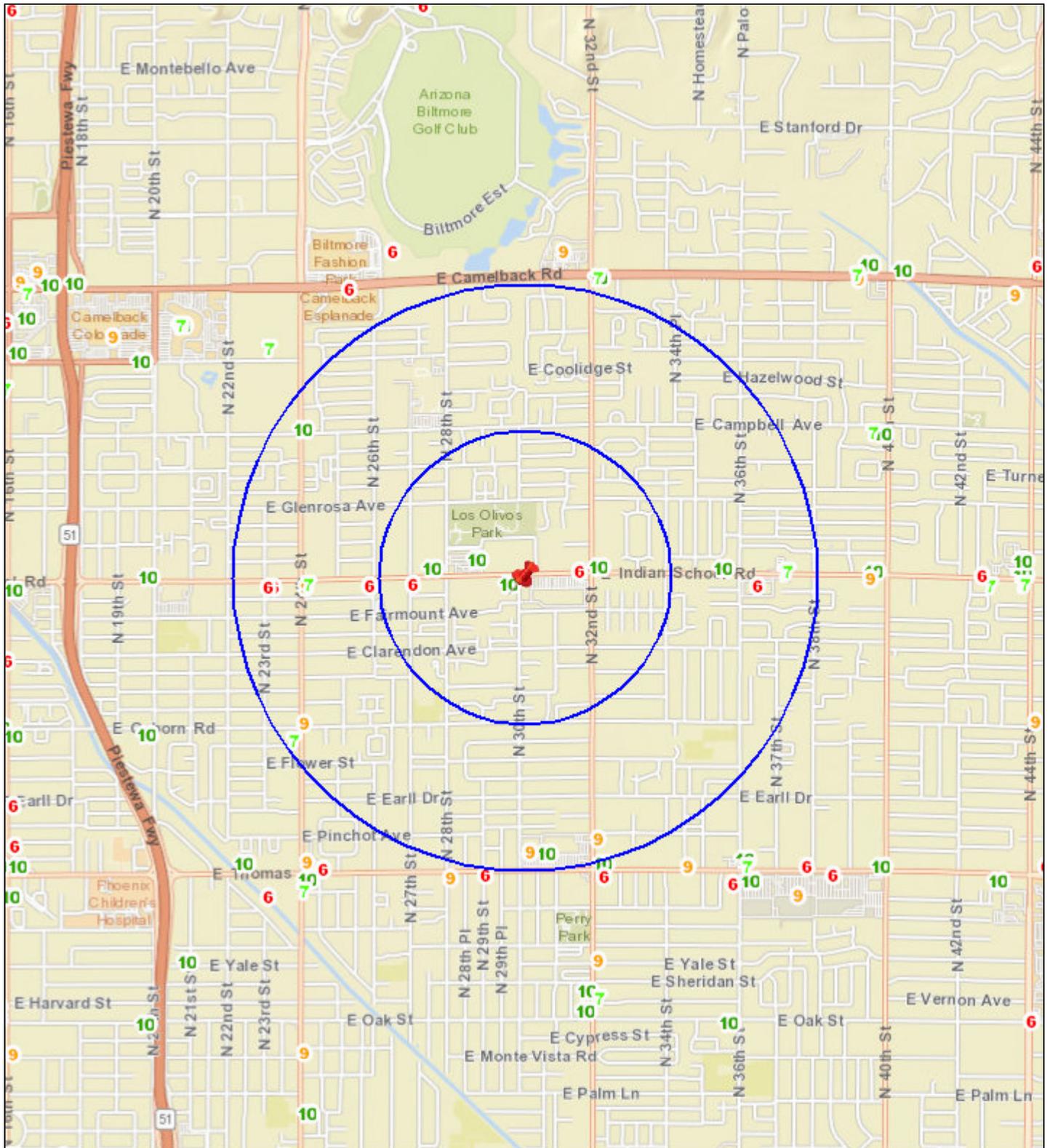
Description	Average	1/2 Mile Average
Parcels w/Violations	71	82
Total Violations	127	138

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1083021	1229	70 %	16 %	3 %
1084001	718	2 %	38 %	46 %
1084002	673	72 %	16 %	3 %
1084005	422	16 %	37 %	13 %
1108011	1736	56 %	27 %	40 %
1108012	1115	19 %	30 %	33 %
1108013	1077	47 %	26 %	14 %
1108021	948	75 %	27 %	13 %
1109011	665	96 %	10 %	13 %
Average		61 %	13 %	19 %

Liquor License Map: WINGSTOP

3031 E INDIAN SCHOOL RD



Date: 3/27/2019





Liquor License - Special Event - Be Causal

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant

Julie Jennings

Location

734 W. Polk St.
Council District: 7

Function

Dance

Date(s) - Time(s) / Expected Attendance

May 25, 2019 - Noon to 2 a.m. / 300 attendees

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.



Liquor License - Basilic Vietnamese Kitchen

Request for a liquor license. Arizona State License Application 59848.

Summary

Applicant

Jaime Triana, Agent

License Type

Series 12 - Restaurant

Location

101 E. McDowell Road

Zoning Classification: DTC-Townsend Park

Council District: 7

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is June 2, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "My family, my partners and I have been in the food and liquor service business for many years. We are dedicated to providing excellent and wholesome food and beverages to members of the public at a fair and reasonable price. Our sister company's reputation, Basilic Vietnamese Grill located in Florida, is impeccable. Please see our online reviews in social media sites such as Yelp and Google. Our mission is to provide the same level of service and excellence in Phoenix, Arizona."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"We will work hard to ensure that our restaurant is of the highest caliber. We recognize that holding a liquor license is a privilege that requires great responsibility. I personally have many years experience of serving alcoholic beverages. We pledge to be inclusive in our choice of clientele. No one will be turned away on the basis of race, religion, national origin, sexual orientation or any other class based for discrimination. I also plan to be on premises during the hours we are open to the public."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Basilic Vietnamese Kitchen

Liquor License Map - Basilic Vietnamese Kitchen

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: BASILIC VIETNAMESE KITCHEN

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Government	5	4	3
Bar	6	14	4
Beer and Wine Bar	7	12	5
Liquor Store	9	2	2
Beer and Wine Store	10	10	0
Hotel	11	2	1
Restaurant	12	63	11
Club	14	1	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	83.33	124.20
Violent Crimes	4.61	17.01	23.77

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

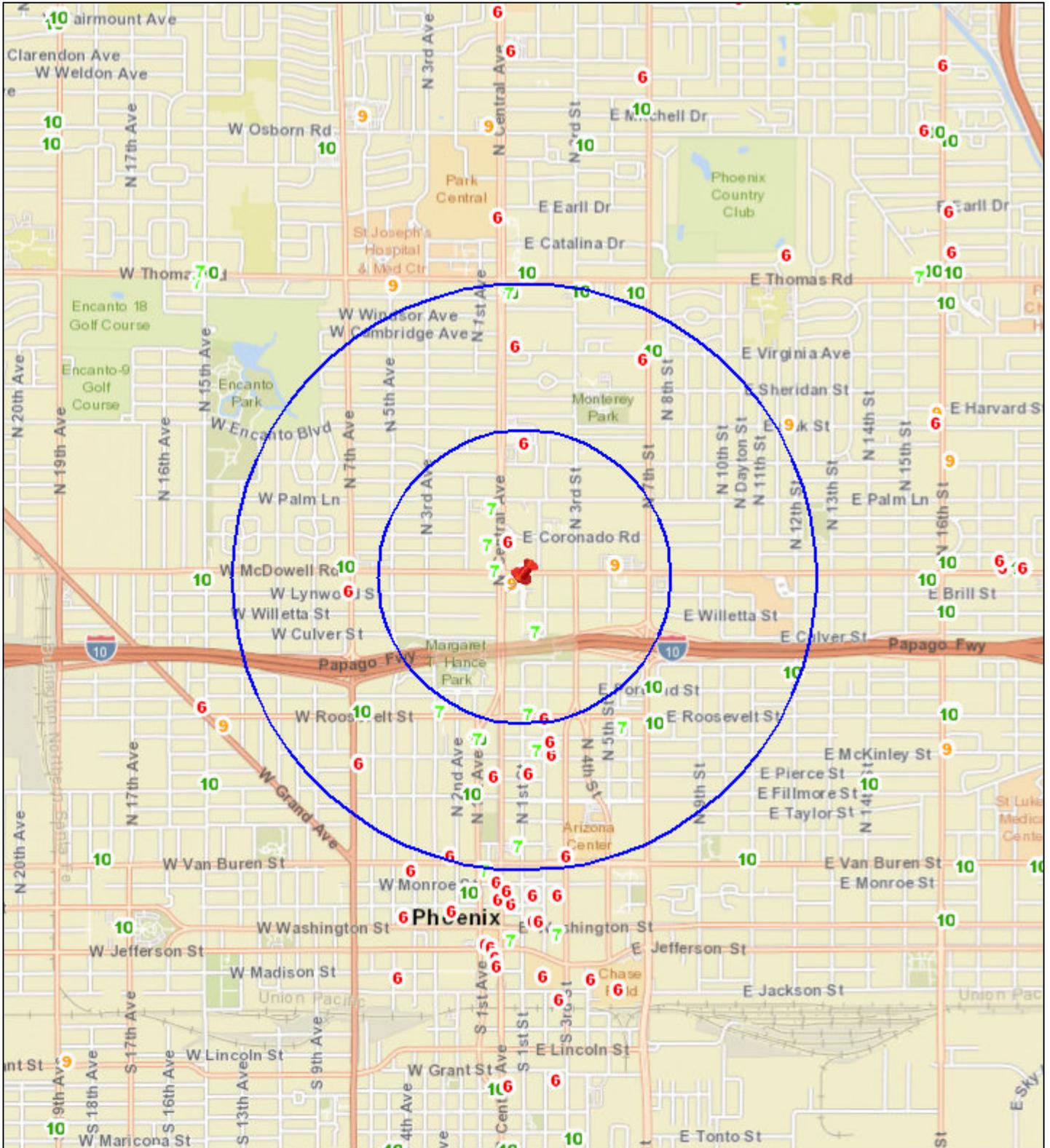
Description	Average	1/2 Mile Average
Parcels w/Violations	71	51
Total Violations	128	98

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1117003	1057	64 %	2 %	10 %
1118002	1030	67 %	9 %	17 %
1118004	671	62 %	6 %	6 %
1130001	1218	23 %	16 %	11 %
1130002	873	29 %	21 %	38 %
1131002	1242	3 %	7 %	33 %
1132031	1473	30 %	20 %	57 %
1132032	638	28 %	7 %	70 %
Average		61 %	13 %	19 %

Liquor License Map: BASILIC VIETNAMESE KITCHEN

101 E MCDOWELL RD



Date: 4/24/2019





Liquor License - Snooze

Request for a liquor license. Arizona State License Application 56570.

Summary

Applicant

Andrea Lewkowitz, Agent

License Type

Series 12 - Restaurant

Location

802 N. Central Ave. #3

Zoning Classification: DTC-Downtown Gateway ACOD

Council District: 7

This request is for a new liquor license for a restaurant. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow outdoor liquor service. This business is currently being remodeled with plans to open in November 2019.

The 60-day limit for processing this application is May 17, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This information is not provided due to the multiple ownership interests held by the applicant in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"Applicant is an experienced licensee committed to upholding the highest standards to maintain compliance with applicable laws. Managers and staff will be trained in the techniques of legal and responsible alcohol sales and service."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Snooze is a daytime eatery featuring a creative twist to America's favorite breakfast/brunch classics. The restaurant will provide a welcoming atmosphere for neighbors and members of the community to gather while they enjoy delicious meals. Applicant would like to offer alcoholic beverages to guests 21 and over as an incident to the meals served."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Snooze

Liquor License Map - Snooze

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: SNOOZE

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	4	1
Government	5	8	5
Bar	6	32	11
Beer and Wine Bar	7	14	9
Liquor Store	9	4	0
Beer and Wine Store	10	9	4
Hotel	11	5	3
Restaurant	12	91	38
Club	14	2	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	93.12	126.96
Violent Crimes	4.61	21.92	30.57

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

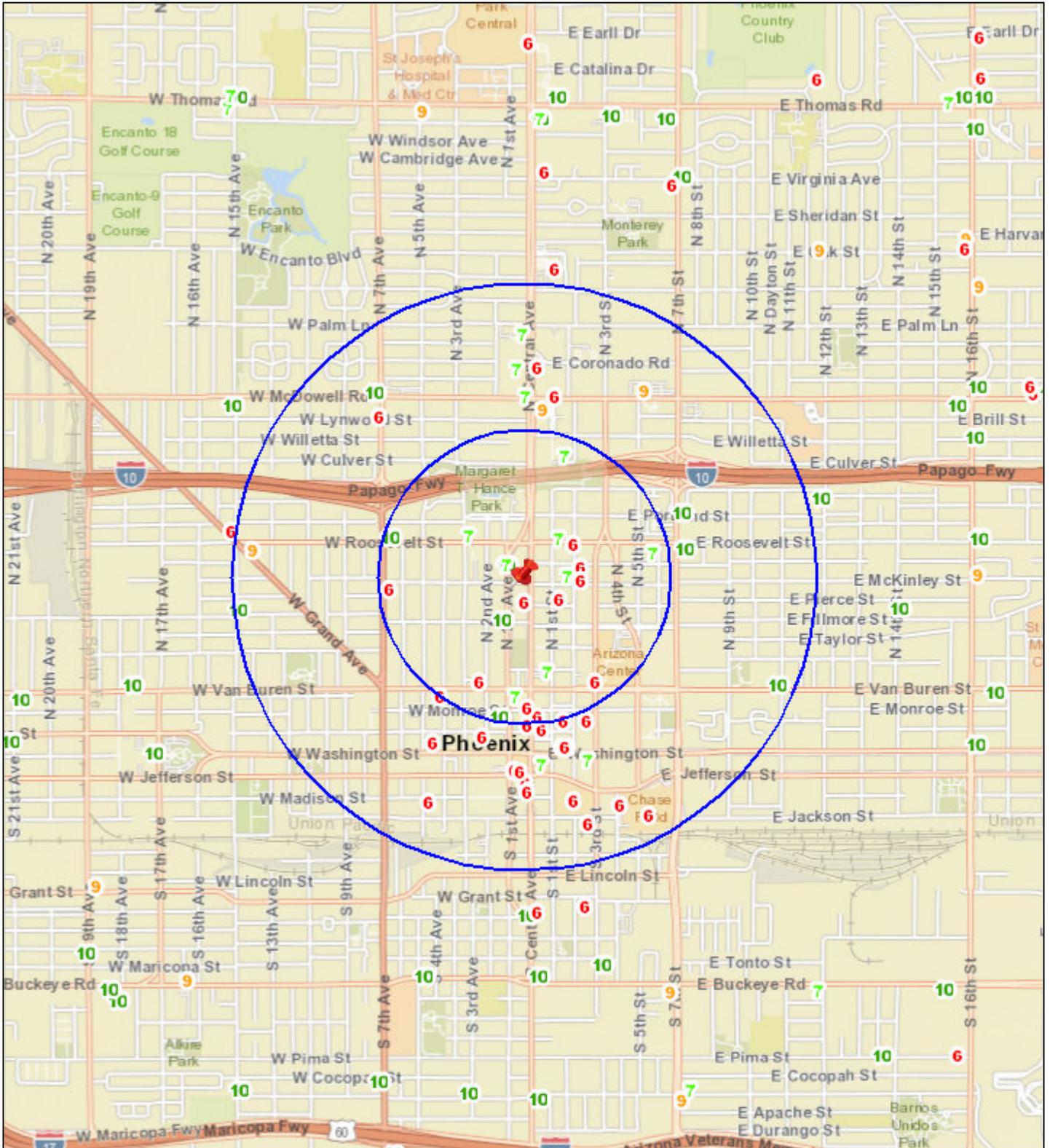
Description	Average	1/2 Mile Average
Parcels w/Violations	71	70
Total Violations	127	162

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1129002	815	37 %	22 %	24 %
1130001	1218	23 %	16 %	11 %
1130002	873	29 %	21 %	38 %
1131001	1015	7 %	8 %	28 %
1131002	1242	3 %	7 %	33 %
1141001	2299	16 %	37 %	44 %
Average		61 %	13 %	19 %

Liquor License Map: SNOOZE

802 N CENTRAL AVE



Date: 3/27/2019





Liquor License - Urban Axes

Request for a liquor license. Arizona State License Application 07070216.

Summary

Applicant

Gary Baugh, Agent

License Type

Series 7 - Beer and Wine Bar

Location

402 S. 1st St.

Zoning Classification: DTC-Warehouse

Council District: 7

This request is for an ownership and location transfer of a liquor license for a bar. This location was previously licensed for liquor sales and does not have an interim permit. This business is currently being remodeled with plans to open in June 2019.

The 60-day limit for processing this application is May 21, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of

Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "I have successfully held liquor licenses in Massachusetts, Maryland, Ohio, and in North Carolina. Neither I nor the business has ever had any failed inspections, and I have no personal criminal history. The business has been operating successfully since 2016, and this will be our 7th location."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"We are a recreational facility, and provide the ability for the general public to obtain alcoholic beverage while participating in a fun, recreational activity. This will be convenient for people living, visiting or working in the downtown area, and will be a draw for people to come to the area and visit other neighboring businesses."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Urban Axes

Liquor License Map - Urban Axes

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: URBAN AXES

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	2	0
Wholesaler	4	1	0
Government	5	5	0
Bar	6	29	21
Beer and Wine Bar	7	8	2
Liquor Store	9	2	1
Beer and Wine Store	10	11	4
Hotel	11	4	3
Restaurant	12	62	39
Club	14	3	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	71.97	68.25
Violent Crimes	4.61	22.98	18.57

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

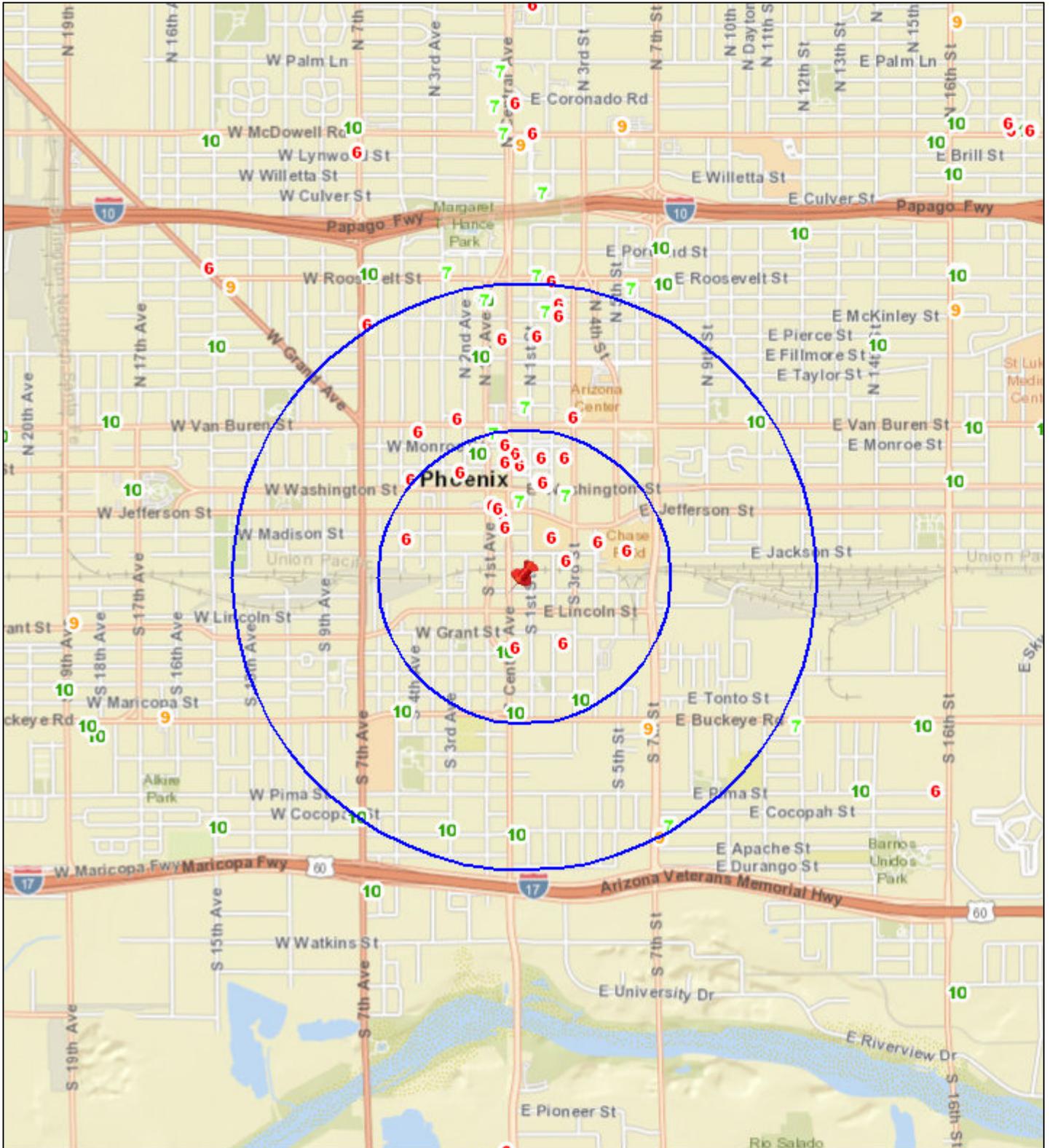
Description	Average	1/2 Mile Average
Parcels w/Violations	71	116
Total Violations	127	236

Census 2010 Data 1/2 Mile Radius

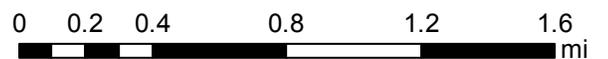
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1140001	1831	25 %	20 %	47 %
1140002	78	77 %	0 %	32 %
1141001	2299	16 %	37 %	44 %
1142001	1321	36 %	22 %	50 %
1149001	798	28 %	13 %	57 %
1149002	1742	11 %	3 %	68 %
Average		61 %	13 %	19 %

Liquor License Map: URBAN AXES

402 S 1ST ST



Date: 3/27/2019





Liquor License - Action Wine & Spirits

Request for a liquor license. Arizona State License Application 59536.

Summary

Applicant

Ryan Shepherd, Agent

License Type

Series 4 - Wholesaler

Location

2050 S. 16th St., Ste. 100
Zoning Classification: A-1 AIO
Council District: 8

This request is for a new liquor license for a wholesaler. This location was not previously licensed for liquor sales and does not have an interim permit. This business has plans to open in June 2019.

The 60-day limit for processing this application is May 31, 2019.

Pursuant to A.R.S. 4-203, consideration should be given only to the applicant's personal qualifications.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Action Wine & Spirits (Series 4)
2055 E. 5th St., Tempe

Calls for police service: N/A - not in Phoenix

Liquor license violations: In January 2017, a warning letter was issued for purchasing from other than the primary source.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"The owners of Action Wine & Spirits have owned the businesses for several years and are moving to a new location. They have proven to be excellent operators and only provide product to current Arizona liquor licensees."

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.



Liquor License - Carniceria Los Amigos

Request for a liquor license. Arizona State License Application 57934.

Summary

Applicant

Stephanie Robles Miranda, Agent

License Type

Series 10 - Beer and Wine Store

Location

4705 E. Southern Ave.

Zoning Classification: C-2

Council District: 8

This request is for a new liquor license for a convenience market. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow packaged liquor sales within 300 feet of a residential district.

The 60-day limit for processing this application is May 26, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I have taken all the training classes required to properly follow all the liquor laws of Arizona. I am willing and planning on hiring trained, skilled and knowledgeable staff to help me with my business."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"We are offering the public a family friendly business that offers a grocery store and meat market on one convenient location. Offering a variety of alcoholic and non-alcoholic beverages that will make it convenient for our clients to do their shopping in one family friendly location."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Carniceria Los Amigos
Liquor License Map - Carniceria Los Amigos

Responsible Department

This item is submitted by Acting Deputy City Manager Toni MacCarone and the City Clerk Department.

Liquor License Data: CARNICERIA LOS AMIGOS

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	2	0
Beer and Wine Bar	7	1	0
Liquor Store	9	4	2
Beer and Wine Store	10	6	2
Hotel	11	1	0
Restaurant	12	4	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	21.73	29.40
Violent Crimes	4.61	4.24	5.52

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

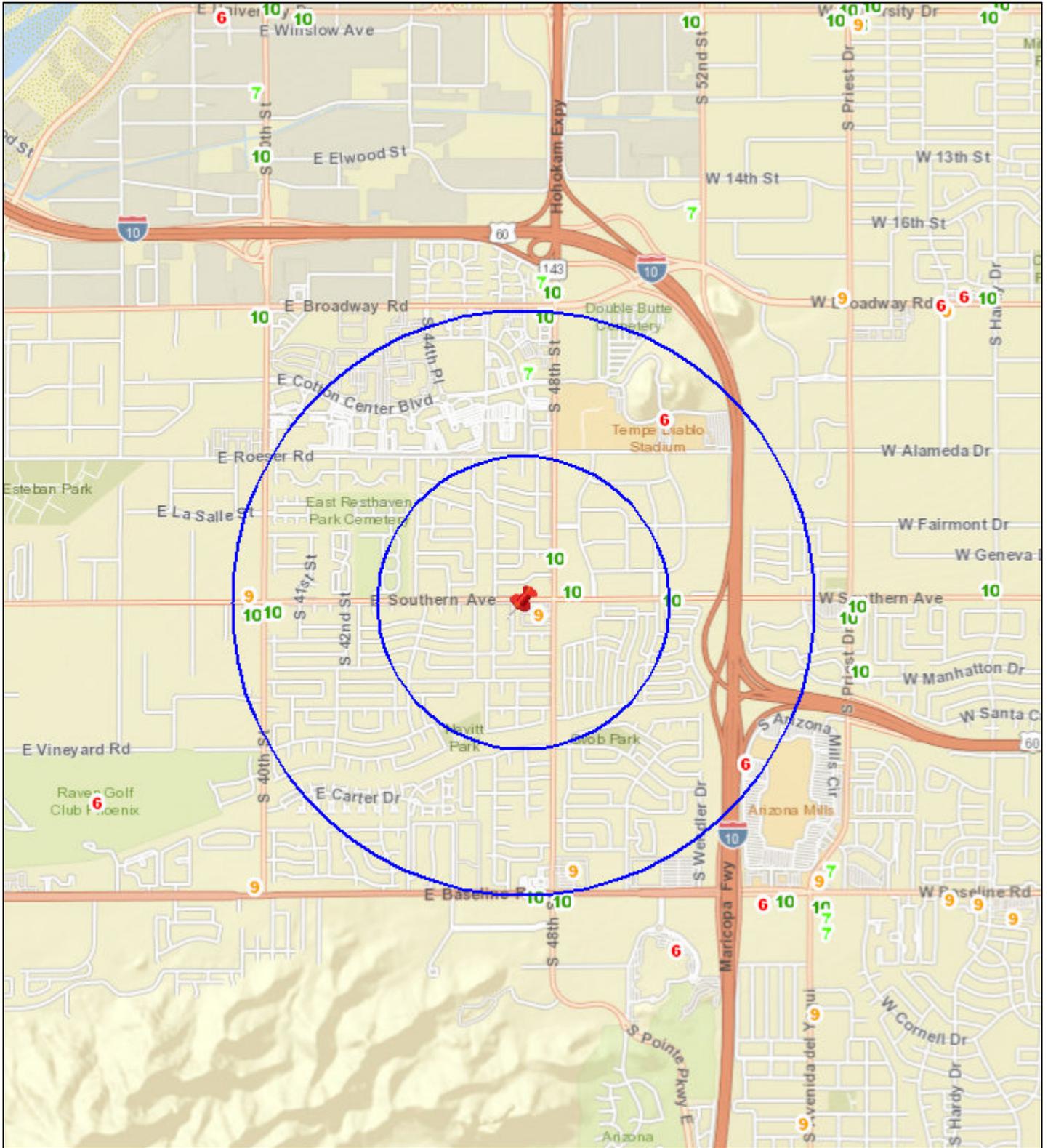
Description	Average	1/2 Mile Average
Parcels w/Violations	71	290
Total Violations	127	463

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1162021	1187	94 %	0 %	39 %
1162022	1836	62 %	0 %	20 %
1162023	1215	57 %	6 %	37 %
1162041	1426	79 %	6 %	24 %
1162042	1819	57 %	0 %	32 %
1162043	535	59 %	24 %	8 %
1162052	1024	85 %	4 %	26 %
3197031	1479	51 %	11 %	13 %
3197032	602	81 %	30 %	11 %
3197033	2085	30 %	14 %	34 %
3197041	1777	42 %	9 %	20 %
Average		61 %	13 %	19 %

Liquor License Map: CARNICERIA LOS AMIGOS

4705 E SOUTHERN AVE



Date: 4/3/2019





Liquor License - Phoenix Ale Brewery

Request for a liquor license. Arizona State License Application 59974.

Summary

Applicant

Camila Alarcon, Agent

License Type

Series 3 - Microbrewery

Location

3002 E. Washington St.
Zoning Classification: A-1
Council District: 8

This request is for a new liquor license for a microbrewery. This location is currently licensed for liquor sales.

The 60-day limit for processing this application is June 3, 2019.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"Applicant will follow all Arizona liquor laws and regulations and will ensure proper training of managers and staff on the same."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Phoenix Ale Brewery has been in operation since 2011 and will continue to provide a local craft beer option to the surrounding community."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Phoenix Ale Brewery

Liquor License Map - Phoenix Ale Brewery

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: PHOENIX ALE BREWERY

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	1
Bar	6	4	2
Conveyance	8	3	0
Liquor Store	9	2	0
Beer and Wine Store	10	9	4
Restaurant	12	7	1
Club	14	1	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	49.25	50.63
Violent Crimes	4.61	16.85	14.64

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

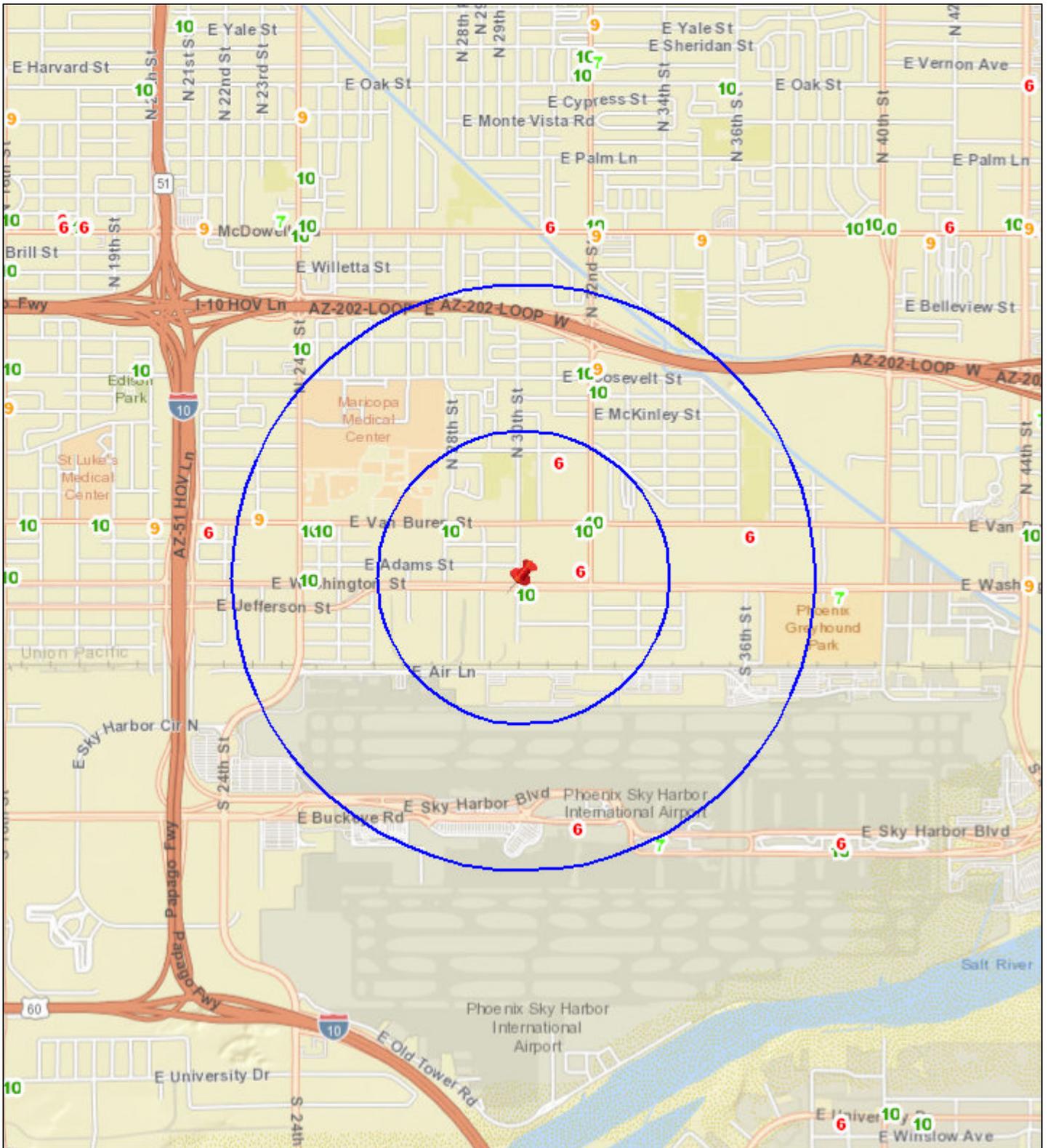
Description	Average	1/2 Mile Average
Parcels w/Violations	71	133
Total Violations	128	254

Census 2010 Data 1/2 Mile Radius

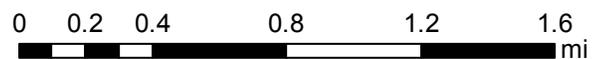
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1134001	589	0 %	0 %	100 %
1135021	2383	35 %	21 %	39 %
1136021	1061	49 %	11 %	53 %
1138011	1007	13 %	30 %	31 %
1138012	834	21 %	19 %	47 %
1138021	0	0 %	0 %	0 %
Average		61 %	13 %	19 %

Liquor License Map: PHOENIX ALE BREWERY

3002 E WASHINGTON ST



Date: 4/9/2019



City Clerk Department



Liquor License - In & Out Convenience Store

Request for a liquor license. Arizona State License Application 55917.

Summary

Applicant

Hardeep Cheema, Agent

License Type

Series 10 - Beer and Wine Store

Location

1851 W. Northern Ave.

Zoning Classification: C-1

Council District: 5

This request is for a new liquor license for a Beer and Wine Store. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application was May 12, 2019. However, the applicant submitted a written request for more time.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the

State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

7-Eleven #2608SE (Series 10)
1850 W. Glendale Ave., Phoenix
Calls for police service: 229
Liquor license violations: None

Public Opinion

Seventy letters protesting the issuance of this license have been received and are on file in the Office of the City Clerk. The letters are from Neighborhood Associations and local residents. They feel that there are sufficient liquor licenses in the area and adding another liquor license will not add to, or benefit the community's quality of life.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "I have many years of experience working in the convenience/retail industry as a manager and as an owner. I have completed the Liquor Law training to better understand the rules and regulation mandated by Arizona Department of Liquor. I am currently franchisee of 7-Eleven Since 2011 and also hold liquor license for this business."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"I will comply with Arizona Department of Liquor rules and regulations to ensure public safety."

Staff Recommendation

Staff recommends disapproval of this application based on neighborhood protest.

Attachments

Liquor License Data - In & Out Convenience Store
Liquor License Map - In & Out Convenience Store

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: IN & OUT CONVENIENCE STORE

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	2	0
Beer and Wine Bar	7	1	0
Liquor Store	9	4	2
Beer and Wine Store	10	10	5
Restaurant	12	7	3
Club	14	1	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	94.34	142.78
Violent Crimes	4.61	15.71	23.14

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

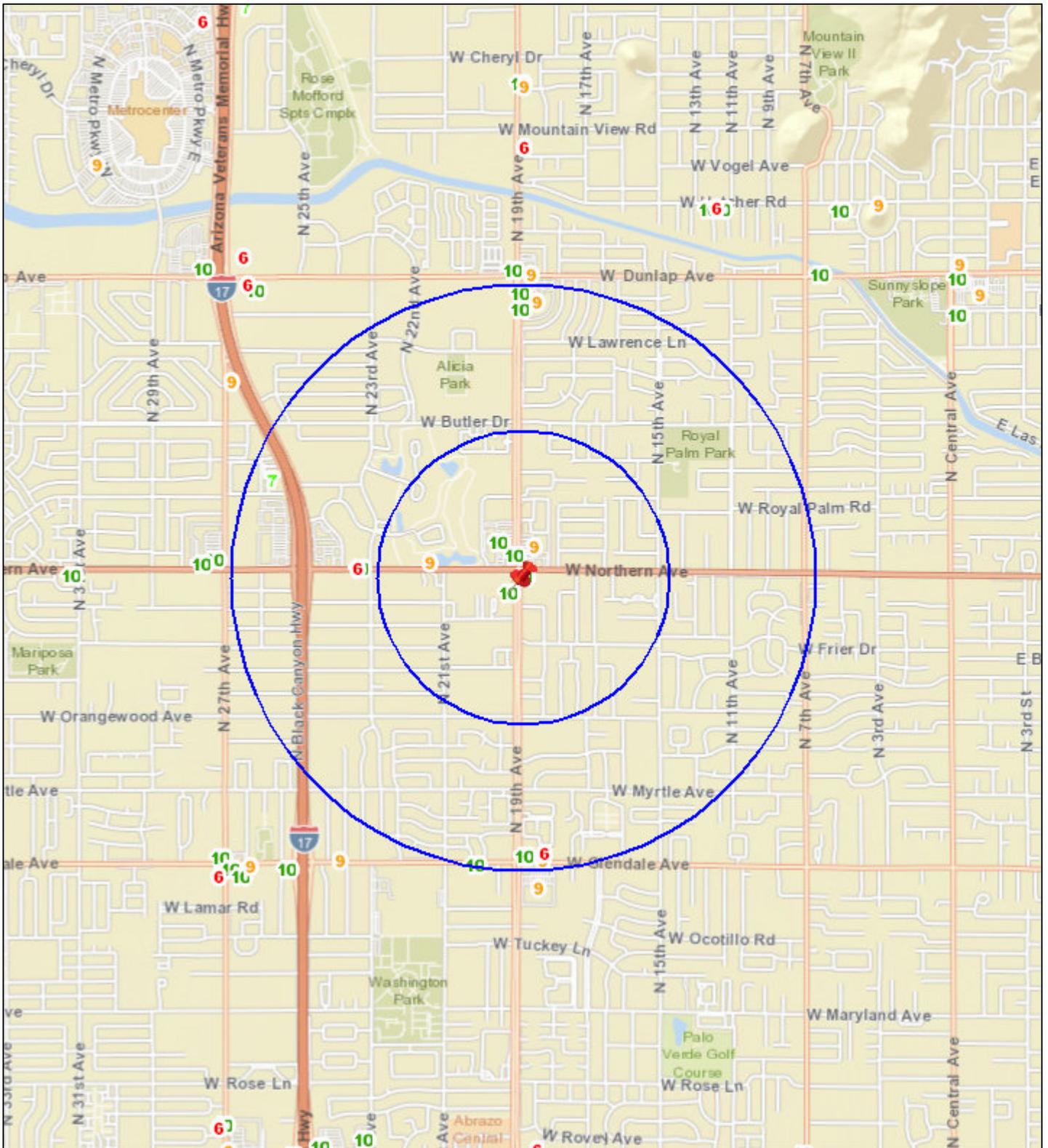
Description	Average	1/2 Mile Average
Parcels w/Violations	71	90
Total Violations	127	159

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1054001	1427	100 %	3 %	4 %
1054003	1321	52 %	9 %	12 %
1055031	93	0 %	24 %	67 %
1055032	782	25 %	26 %	16 %
1055033	2109	1 %	18 %	38 %
1060021	1678	27 %	14 %	27 %
1060022	872	25 %	29 %	35 %
1060031	1266	32 %	33 %	51 %
1061001	1133	100 %	6 %	3 %
1061002	841	95 %	17 %	0 %
1061003	1595	18 %	15 %	20 %
Average		61 %	13 %	19 %

Liquor License Map: IN & OUT CONVENIENCE STORE

1851 W NORTHERN AVE



Date: 3/29/2019





Liquor License - Medlock Market & Deli

Request for a liquor license. Arizona State License Application 52402.

Summary

Applicant

Sayel Rabadi, Agent

License Type

Series 10 - Beer and Wine Store

Location

5127 N. 43rd Ave.

Zoning Classification: C-2

Council District: 5

This request is for a new liquor license for a convenience store that does not sell gas. This location was previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow package liquor sales as an accessory to a convenience market when located within 300 feet of a residential zoning district.

The 60-day limit for processing this application was April 23, 2019. However, the applicant submitted a written request for more time.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

One letter and one petition with two valid signatures protesting the issuance of this license have been received and are on file in the Office of the City Clerk. The letter is from the Sevilla Neighborhood Association, and the petition is from local residents. They feel that the issuance of a liquor license to this location would not be in the best interest of the community.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "I have been working in the neighborhood with my family for 16 years and have never had a problem legally or with customers. I am a hard worker and do not tolerate any wrong doing at or around my place of business. I like to keep my business clean and running the right way."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because: "I am not opening another convenience store. I am going to open a neighborhood market. I will have more items than other stores around the area. I will bring in all convenience items plus grocery store items, like household goods, produce, and meats. I will have a neighborhood market that has things that are used daily at home. I know this will be good for the area instead of a vacant building that could be vandalized and attract the wrong type of crowd to our great neighborhood. I will be sure to keep my business and the area around it clean and safe for everyone."

Staff Recommendation

Staff recommends disapproval of this application based on neighborhood protest. The applicant has not demonstrated that the public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license.

Attachments

Liquor License Data - Medlock Market & Deli

Liquor License Map - Medlock Market & Deli

Responsible Department

This item is submitted by Acting Deputy City Manager Toni MacCarone and the City Clerk Department.

Liquor License Data: MEDLOCK MARKET & DELI

Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	1	0
Bar	6	1	0
Liquor Store	9	2	0
Beer and Wine Store	10	10	3
Restaurant	12	1	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	47.92	86.09
Violent Crimes	4.61	9.73	13.90

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

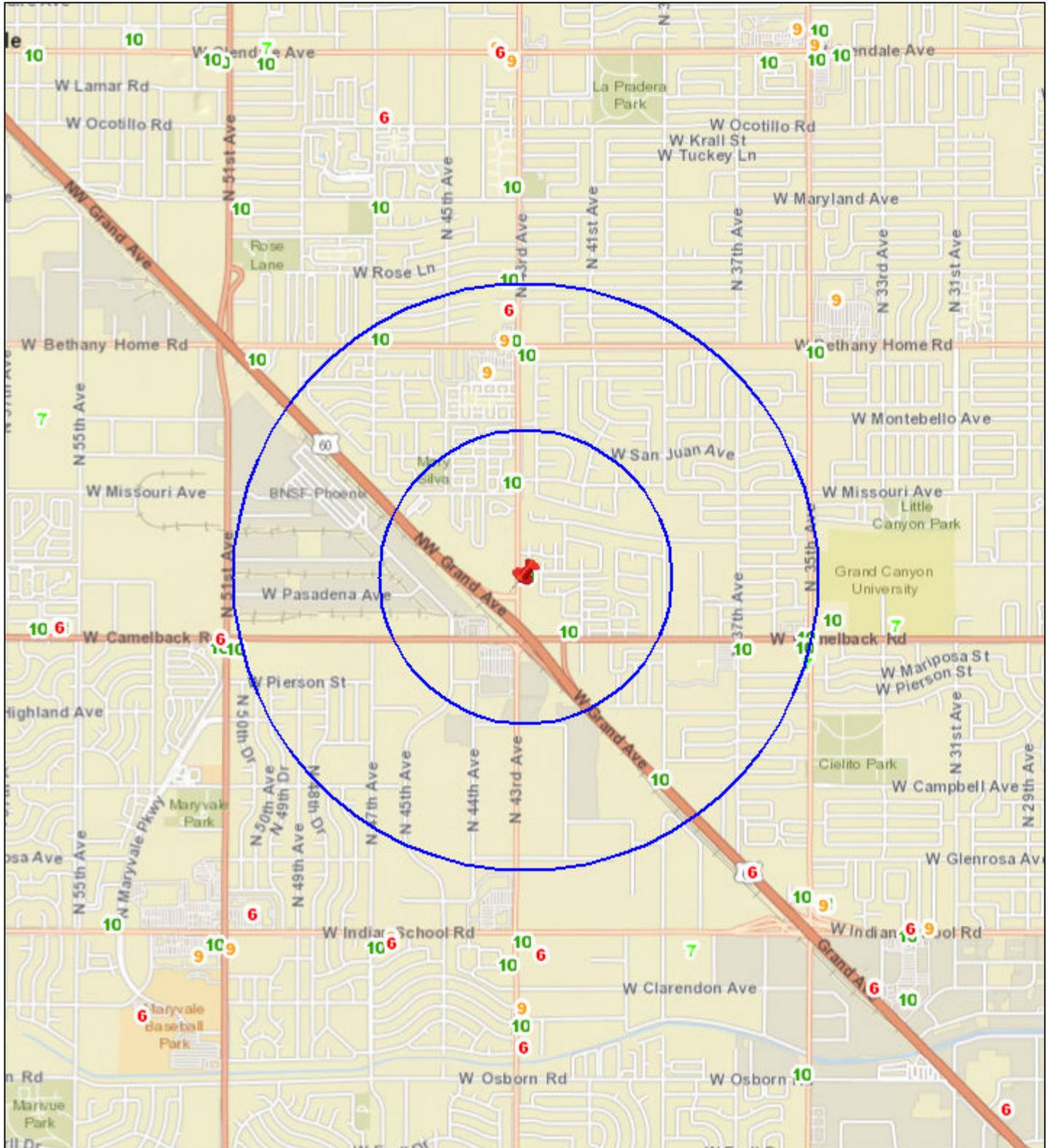
Description	Average	1/2 Mile Average
Parcels w/Violations	71	87
Total Violations	126	171

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
0931014	1203	83 %	25 %	63 %
0931044	521	0 %	12 %	47 %
1071011	1603	77 %	10 %	21 %
1071021	1531	50 %	17 %	42 %
1071022	2275	45 %	20 %	45 %
1071023	2082	32 %	14 %	38 %
1092001	1455	52 %	10 %	45 %
1092003	1593	11 %	26 %	32 %
1093001	1129	74 %	7 %	26 %
Average		61 %	13 %	19 %

Liquor License Map: MEDLOCK MARKET & DELI

5127 N 43RD AVE



Date: 3/6/2019





PAYMENT ORDINANCE (Ordinance S-45627) (Items 29-42)

Ordinance S-45627 is a request to authorize the City Controller to disburse funds, up to amounts indicated below, for the purpose of paying vendors, contractors, claimants and others, and providing additional payment authority under certain existing city contracts. This section also requests continuing payment authority, up to amounts indicated below, for the following contracts, contract extensions and/or bids awarded. As indicated below, some items below require payment pursuant to Phoenix City Code Section 42-13.

29 Lift Him High Productions doing business as Excellent Wearables

For \$27,000.00 in payment authority for a new contract, to be entered on or about July 1, 2019 for a three-year aggregate contract term for supplying navigator blazers for the Aviation Department. The contract will provide blazers for the customer service navigator volunteers for the Volunteer Program at the Phoenix Sky Harbor International Airport.

30 ReachMaster Inc.

For \$75,000.00 in payment authority for a new contract, to be entered into on or about July 1, 2019 for a five-year aggregate contract term for preventative maintenance and operator training for ReachMaster FS95 lifts for the Aviation Department. The contract will provide inspections, calibration, preventative maintenance, repair service, and initial and refresher operator training annually. The FS95 lift requires annual calibration to comply with the United States Department of Labor Occupational Safety and Health Administration standard to ensure safe operation.

31 Strategic Armory Corps, LLC doing business as Surgeon Rifle

For \$30,000.00 in payment authority to purchase Surgeon precision rifles

and accessories to support the mission of the Police Department's Special Assignments Unit (SAU). Strategic Armory Corps, LLC is accepting numerous items that are obsolete or no longer in use by SAU for trade in value towards the purchase of new equipment. The equipment purchase is \$56,607.90, less the trade in value, for a total cost to the City of \$30,000.00, including tax. Court awards funds are being utilized for this purchase.

32 Daniel Defense, Inc.

For \$33,715.00 in payment authority for a one-time purchase of carbine rifles and front and rear sights for the Phoenix Police Department's replacement of existing carbines nearing the end of their service life. The Tactical Support Bureau Fugitive Apprehension Investigation Detail team utilize special tactics and tools to ensure the safe execution of high-risk events such as violent offender apprehension, open area arrests, and high-risk search warrants.

33 Standard Printing Company Inc., doing business as Information Outsource

For \$10,000.00 in additional payment authority for Contract 141965 for mailing services with electronic transfer for the Neighborhood Services Department. Additional funds are necessary due to increased code compliance notification printing/mailing this year due to wet weather and an increase in Neighborhood Preservation Ordinance cases. Additional funds will meet anticipated service cost needs through the end of the contract term, June 30, 2019.

34 BMI Imaging Systems, Inc.

For \$80,000.00 in payment authority for a new contract, entered on or about June 1, 2019, for a term of five years, to purchase a Digital Reel program for the Police Department. Digital Reel provides an archive of microfilmed departmental reports and supplements spanning from 1959 to 1997. The original microfilm reports and supplements have been digitized into an easily accessible format. The Police Department utilizes the service to fulfill public records, law enforcement requests and investigations departmentwide. The application allows the department to fulfill records requests quickly and efficiently, allowing multiple users to simultaneously access reports from their desktop computer, print

individual reports, and create PDFs that can be saved and uploaded or archived for future use.

35 ***REVISED (SEE ATTACHED CORRECTION MEMO) Various Vendors for Parts Washer Maintenance, Solvents and Cleaner**

For \$15,000.00 in additional payment authority to extend contracts for parts washer maintenance, solvents and cleaner on a month-to-month basis for three months, through Aug. 31, 2019, for the Planning and Development Department. Funds are needed to purchase, rent, maintain and repair aqueous and solvent part washers, solvents and cleaners. The City's auto repair shops use these items to wash brake cleaner oil, gas and grease from auto parts during auto servicing. Additional time and funding is to allow for the procurement process of a new solicitation to be finalized.

Triple R Investments, LLC doing business as Boyd Equipment - Karcher Cuda, Contract 140531

Safety-Kleen Systems, Inc., doing business as Kleen Performance Products, Contract 140532

36 Surveyors Source, LLC

For \$68,400.00 in payment authority for a one-time purchase of surveying equipment for the Phoenix Police Department. The surveying equipment is used for mapping and measurement of fatal and serious injury traffic collisions, homicide scenes, and Police involved shooting scenes. The use of Global Positioning System and laser mapping of scenes is necessary to ensure accurate investigation and/or prosecution of incidents. Surveyors Source, LLC, is the only provider of this equipment which is necessary for the Police Department's Vehicular Homicide Unit.

37 CoStar Realty Information, Inc.

For \$105,600.00 in payment authority for annual database subscription renewals through May 31, 2020, for the Aviation, Finance, and Community and Economic Development departments. The subscriptions provide online access to comprehensive market data, information and reports on commercial property sales, listings and leases. This information is used extensively to research market data to support the acquisition, disposal and leasing of real property; provide the Real Estate Appraisal Section

with tools necessary to complete appraisals, appraisal reviews and valuation services; manage existing contracts and development of new business transactions for revenue contract services; and assist developers, investors and other interested companies in investing in Phoenix.

38 First Legal Network, LLC

For \$9,000.00 in additional payment authority for Contract 142480 for legal processing services for the Planning and Development Department. The additional funds are necessary to add the Planning and Development Department to the contract to use the legal processing services for civil citations and court proceedings.

39 OverDrive, Inc.

For \$360,000.00 in additional payment authority for Contract 140329 to provide additional licensing of downloadable eBooks to be made available to the public through the Greater Phoenix Digital Library for the Phoenix Public Library. Additional funds are needed because prior cost estimates from 2014 are insufficient to cover on-going costs, through the end of the contract term. Licenses ensure Phoenix residents continue to have access to the most wide-ranging collection of digital materials including eBooks, eAudiobooks, online videos and online magazines.

40 Microception, Inc.

For \$40,000.00 in payment authority for a new contract, beginning on or about June 1, 2019, for a term of three years, to purchase a maintenance agreement for the VideoOversight recording system for the Police Department. The recording system is used to digitally record investigative criminal cases interviews. A maintenance agreement is needed to support the recording system, which includes software upgrades, system enhancements, and telephone and online support. Microception, Inc. is the manufacturer of the recording system and is the only firm that can provide service and software updates to their proprietary software. This maintenance agreement is a critical part of the Police Department's use in critical incidents and complicated scenes.

41 Settlement of Claim(s) Corona v. City of Phoenix

To make payment of \$175,000.00 in settlement of claim(s) in *Corona v.*

City of Phoenix, Maricopa County Superior Court, Case CV2017-014215,16-0052-008, GL, BI for the Finance Department pursuant to Phoenix City Code chapter 42.

42 **Salt River Project Agricultural Improvement and Power District doing business as SRP**

For \$16,002.25 in additional payment authority for the Street Transportation Department's Vertical Construction Project Number 70243662 to upgrade and relocate the Century Branch Library's current transformer and 800 AMP service entrance section meter panel. Additional funds are needed for material, installation labor fees, inspection and new construction plans. The relocation of the transformer is necessary to meet City and Salt River Project clearance requirements.



City of Phoenix

To: Ed Zuercher
City Manager

Date: May 14, 2019

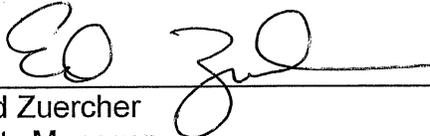
From: Denise Olson
Chief Financial Officer

Subject: REQUEST TO CORRECT ITEM 35 ON THE MAY 15, 2019 FORMAL
AGENDA

The purpose of this memo is to correct payment ordinance Item 35, Various Vendors for Parts Washer Maintenance, Solvents and Cleaner on the May 15, 2019 Formal Meeting.

The item incorrectly identifies the Planning and Development department as the end user. The departments listed should be Public Works and other City departments.

Approved by:


Ed Zuercher
City Manager

Date:

5/14/19



(CONTINUED FROM MAY 1, 2019) - Request to Issue Terminal Services Revenue Contract Solicitation

Request to authorize the City Manager, or his designee, to issue a Revenue Contract Solicitation (RCS) for a Network Entertainment Broadcast System and for a Terminal Delivery Service Concession at Phoenix Sky Harbor International Airport (PHX).

Summary

PHX has contracted with AC Holdings for the last seven years to provide CNN Airport Network programming in the terminal hold rooms. This contract expired March 2019 and has been continued month-to-month to allow time to conduct a competitive solicitation for a new network entertainment broadcast system. With new entrants in this market, the Aviation Department (AVN) intends to improve entertainment services.

Additionally, in an effort to increase concessions sales and bring airport concessions amenities to passengers and employees throughout the terminals, AVN is seeking Terminal Delivery Services. These services will allow passengers and customers to order food and retail items through a mobile application to be delivered to their location.

AVN's concession program goals include encouraging competition and creating opportunities that mirror our community; reflect our region by including national, regional, and local brands and concepts and current trends; optimizing sales and revenues; increasing opportunity for local and small business participation; and raising the quality and uniqueness of concessions offerings at PHX.

The contract opportunities include:

Package 1

- Network Entertainment Broadcast System.

Package 2

- Terminal Delivery Service Concessions.

Procurement Information

AVN will conduct a RCS to select one vendor for the Network Entertainment Broadcast System and one or more vendors for the Terminal Delivery Service. Responsive and Responsible Respondents will be evaluated according to the following evaluation criteria:

Airport Network Broadcast System

- Concept and Programming
- Management/Operations Plan
- Proposed Financial Return to City
- Design and Infrastructure
- Experience and Qualifications

Terminal Delivery Service

- Concept and Programming
- Management/Marketing/Operations
- Experience and Qualifications
- Proposed Business Plan

The highest ranked respondent(s) for each opportunity will be recommended for the concessions contract awards. AVN intends to issue this solicitation in Summer 2019, with contract awards estimated for late 2019. The City's Transparency Policy will be in effect with the release of the RCS and throughout the process.

Contract Term

The term for the Airport Network Broadcast System will be five years, with one, two-year renewal option to be exercised at the sole discretion of the Aviation Director.

The term for the Terminal Delivery Services will be three years, with one, two-year renewal option to be exercised at the sole discretion of the Aviation Director.

Financial Impact

Minimum Annual Guarantee (MAG) will be set for the contracts based on concession category using PHX historical and market data. Percentage of gross sales will be dependent on the concession category and range from 8 percent to 15 percent. Estimated combined annual revenue from the contracts will be approximately \$130,000.

Concurrence/Previous Council Action

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on April 23, 2019, by a vote of 2-0.

Public Outreach

This process will include all standard and required outreach efforts and conduct targeted outreach efforts to attract interest for each of these unique contracting opportunities.

Location

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.
Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



Approval of Amendments to 2019-2021 Memorandum of Understanding Between City of Phoenix and LIUNA Local 777 (Unit 1) (Resolution 21746)

Request the City Council adopt a resolution approving amendments to the 2019-2021 Memorandum of Understanding (MOU) between the City of Phoenix and the Laborers' International Union of North America (LIUNA), Local 777 (Unit 1). The City Council approved this contract on April 3, 2019.

The City and LIUNA 777 have agreed to the following amendments to the 2019-2021 MOU:

Strike the language in Section 3-1(B):

- B. In year two of the agreement, the economic value of ongoing total compensation increases will equal 1.0%. Unit 1 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.
- a. 1.17% wage increase effective July 2020 for all steps.
 - b. One-time payment of \$563.00 for each full-time unit member paid in the first pay cycle of August 2020.

Replace with the following language:

- B. In year two of the agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 1 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.
- 1. 1.77% wage increase effective July 2020 for all steps.
 - 2. One-time payment of \$563.00 for each full-time unit member paid in the first pay cycle of August 2020.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Human Resources Department.



Approval of Amendments to 2019-2021 Memorandum of Understanding Between City of Phoenix and American Federation of State, County, and Municipal Employees (AFSCME), Local 2960 (Unit 3) (Resolution 21747)

Request the City Council adopt a resolution approving amendments to the 2019-2021 Memorandum of Understanding (MOU) between the City of Phoenix and American Federation of State, County and Municipal Employees (AFSCME), Local 2960 (Unit 3). The City Council approved this contract on April 9, 2019.

The City and AFSCME 2960 have agreed to the following amendments to the 2019-2021 MOU:

Strike language in Section 3-9:

Effective July 1, 2020, the City shall contribute an additional 0.2% of each Unit member's monthly base wages for a total of .88% to the City Deferred Compensation Plan.

Replace with the following language:

Effective July 1, 2020, the City shall contribute an additional 0.93% of each Unit member's monthly base wages for a total of 1.61% to the City Deferred Compensation Plan.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Human Resources Department.



Authorization to Adopt Proposed Pension Funding Policy Per State Law A.R.S. 38-863.01 (Ordinance S-45679)

Request to adopt a Pension Funding Policy applicable to City of Phoenix Employee Retirement System (COPERS) and Public Safety Personnel Retirement System (PSPRS). A policy to clearly communicate the City's pension funding objectives is a new requirement adopted by the State Legislature in 2018 as A.R.S. 38-863.01 (**Attachment A**) to be implemented by July 1, 2019. While the State law only applies to PSPRS, City staff recommends also adopting a COPERS funding policy as a transparent sound financial practice.

Summary

The State law requires the City to:

- 1) Adopt a Pension Funding Policy;
- 2) Formally accept the Employer's share of the assets and liabilities under each pension system based on the actuarial valuation report; and
- 3) Post the Policy on the City's website.

For review and discussion purposes, proposed pension funding policies for both PSPRS and COPERS, adapted from the State's Pension Funding Policy for PSPRS, can be found in **Attachments B and C**. A final City Pension Funding Policy must be adopted and posted on the website by July 1, 2019 and every year thereafter. Staff seeks Council approval to post the required documents on the City's website by July 1, 2019.

Information

Over the last several years the Phoenix City Council and voters have taken responsible actions to ensure financially stable pension plans while maintaining services to the public. Increases in net pension liabilities (**Attachment D**) and annual pension costs (**Attachment E and F**) have placed significant budgetary constraints on the City's ability to provide employee wage and non-pension benefit increases, public services and infrastructure maintenance. While currently manageable, this pressure

will continue into the foreseeable future. Further, credit rating agencies and lenders place strong consideration on the funding plan and funding levels of the City's pension systems when determining their view of the overall financial health of the City.

As part of the 2018-19 budget process, the City Council asked management for various pension funding options, resulting in the following actions.

- 1) Maintained our legal commitment to employees and retirees to pay at least 100 percent of the actuarially required contribution (ARC) to each plan;
- 2) Adopted a balanced budget based on 25-year amortization schedule for PSPRS, which is more aggressive than the 30-year amortization adopted through State law. However the 25-year amortization schedule allows capacity to continue providing quality services and fair compensation for employees;
- 3) Established a Pension Reserve Fund currently at \$35 million to stabilize future annual PSPRS payments; and
- 4) Advanced \$70 million in Wastewater enterprise funds to pay down the COPERS liability.
- 5) As part of the 2019-20 budget process, there is a recommended \$1 million annual allocation to the pension reserve and up to \$4.5 million in one-time funds for potential allocation to the reserve.

These actions are in addition to the COPERS pension reform that the City Council and voters have implemented since 2013, saving the City more than \$1 billion over 25 years, and the statewide PSPRS pension reform passed by the voters in 2016. Some of the City's reforms on employee vacation and sick leave pension spiking are still being litigated in the Arizona Court of Appeals.

Results to Date

Implementation of the City Council's direction has resulted in improvements to the funded position of the plans, including an increase in the funded ratio for COPERS to 60.64 percent for fiscal year ending 2018, up from 58.00 percent in fiscal year ending 2017. The funded ratio for PSPRS has decreased slightly to 41.23 percent for fiscal year 2018 from 42.32 percent for fiscal year 2017 (**Attachment G**). The City's total Unfunded Actuarial Accrued Liability increased to \$4.6 billion. This high level of pension liability is a concern that requires ongoing attention and must be considered in

balance with the current needs of the community and employees.

Looking Ahead

In accordance with State law, the Council must formally accept the assets, liabilities, and current funding ratio of the City's pension funds as stated in the annual actuarial valuations for the City of Phoenix (**Attachments H and I**) and must approve funding goals (**Attachment B and C**) by July 1, 2019.

While the pension systems are not currently 100 percent funded, the strategy to pay the ARC and pay down the liability over a set period (currently 23 years for PSPRS and 20 years for COPERS) allows flexibility in providing services to the public while spreading the liability to our residents over a period of time.

Under current actuarial calculations and amortization periods, PSPRS will be 100 percent funded by June 30, 2041 and COPERS will be 100 percent funded by June 30, 2038 (**Attachment J**). Under the leadership of the City Council, the City can continue to take steps to ensure the current actuarial determined funding expectations are achieved on this schedule, or even reach 100 percent funded within a shorter timeframe.

Next steps to address pension liabilities include:

- 1) Continuing to balance the budget and pay the annual contribution required by actuaries.
- 2) Using a portion of excess cash each year to fund the pension reserve fund or directly pay down the liability.
- 3) Continuing to seek opportunities to advance payments from enterprise and/or special revenue funds.
- 4) Evaluating appropriate timing and feasibility of Pension Obligation Bonds.
- 5) Adding even more resources to the current pension funding plan through one or more of the following strategies:
 - a. Reduced employee compensation;
 - b. Reduced services;
 - c. Additional dedicated revenue; or
 - d. Diversion of revenue growth from services or compensation to extra pension payments.

Conclusion and Next Steps

Over the past decade, the City Council has diligently managed the financial stability of the pension systems through the worst financial crisis since the Great Depression. However, pension funding is a long-term issue requiring constant evaluation until plans are fully funded. The City of Phoenix has successfully balanced its obligations to residents, retirees and employees to keep Phoenix a desirable community. The proposed Pension Funding Policy for COPERS and PSPRS provides a roadmap for regular review and assessment of the City's pension obligations. Staff recommends adopting the attached policies in compliance with State law.

Concurrence/Previous Council Action

The Proposed Pension Plans Funding Policy was presented at the City Council Policy Session on March 19, 2019. The Council voted 4-2 to support the policy; however five votes are necessary to pass a resolution or formal action. In order to comply with State law by July 1, 2019, the item is being returned to the Council for further consideration.

Responsible Department

This item is submitted by City Manager Ed Zuercher and Chief Financial Officer Denise Olson.

Attachment A

38-863.01 - Pension funding policies; employers

Page 1 of 1

38-863.01. Pension funding policies; employers

A. Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:

(a) How to maintain stability of the governing body's contributions to the system.

(b) How and when the governing body's funding requirements of the system will be met.

(c) Defining the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio.

2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.

B. The governing body shall post the pension funding policy on the governing body's public website.

Attachment B City of Phoenix Public Safety Personnel Retirement System Pension Funding Policy

The intent of this policy is to clearly communicate the City of Phoenix pension funding objectives and commitment to our employees and the sound financial management of the City and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Phoenix has two trust funds, one for police employees

and one for fire employees. The Elected Official Retirement Plan (EORP) is also administered by PSPRS and as of June 30, 2018 the net pension liability was \$8.7 million. Given EORP is relatively minimal dollars, only Police and Fire are included in the actuarial valuation below.

The City Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Phoenix Police	1,344,454,164	3,303,680,881	1,959,226,717	40.7%
Phoenix Fire	750,476,360	1,777,382,882	1,026,906,522	42.2%
City of Phoenix Totals	2,094,930,524	5,081,063,763	2,986,133,239	41.23%

The amounts above represent Tier 1 and Tier 2. There are no unfunded liabilities for Police Tier 3 members. The unfunded liability for Fire Tier 3 members is \$7.5 million, making the plan 95.5% funded.

PSPRS Funding Goal

Fully funded pension plans are the best way to achieve taxpayer equity. However, most funds in PSPRS are significantly underfunded due to historical low returns on plan assets, people in general living longer and decreases in governmental workforces. As shown above, the UAAL for the City of Phoenix plans is \$2.98 billion which should be paid over time to avoid a significant burden to current taxpayers by either significantly decreasing municipal services or increasing taxes. This taxpayer burden must be balanced between being fiscally responsible and being committed to providing pensions to retirees over the long-term. The fluctuating cost of the UAAL affects our ability to provide services and employee wage compensation.

The City of Phoenix PSPRS funding ratio goal is 100% (fully funded) by June 30, 2041.

The adopted amortization period allows for the date to be June 30, 2041 based on a 23 years remaining amortization period. Council adopted the 2041 amortization date goal for the following reasons:

- The PSPRS trust funds represent the City of Phoenix's liability
- The fluctuating cost of an UAAL affects our ability to provide services and employee wage compensation
- A 2041 date allows us to meet our pension funding obligations while still having resources available for community services and employee wage compensation.

The City Council has taken the following actions to achieve the June 30, 2041 goal:

- Maintained ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY19 is \$235 million and for FY 20 is \$257 million. This will be paid from operating funds without diminishing City services.
- Established the Pension Reserve Fund for PSPRS currently at \$35 million to stabilize and ensure future pension payments.
- Evaluated prior year budget compared to actual expenditures and made an excess payment to either the Pension Reserve fund or directly to PSPRS to accelerate pension payments.

Going forward, the City Council will evaluate any potential new revenue sources for the purpose of paying down the pension liability.

Attachment C

City Of Phoenix Employee Retirement System (COPERS) Pension Funding Policy

The intent of this policy is to clearly communicate the City of Phoenix pension funding objectives and commitment to our employees and the sound financial management of the City.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

City Of Phoenix Employee Retirement System (COPERS)

COPERS is a single-employer defined benefit pension plan, covering all full-time general employees of the City except sworn police and fire employees. COPERS is governed by a separate Board, established in the City Charter.

The City Council formally accepts the assets, liabilities, and current funding ratio of the City's COPERS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Phoenix	<u>2,562,847,008</u>	<u>4,226,045,811</u>	<u>1,663,198,803</u>	<u>60.64%</u>

COPERS Funding Goal

Fully funded pension plans are the best way to achieve taxpayer equity. However, COPERS is currently underfunded due to historical low returns on plan assets, people in general living longer and decreases in governmental workforce. As shown above, the UAAL for the City is \$1.66 billion which should be paid over time to avoid a significant burden to current taxpayers by either significantly decreasing municipal services or increasing taxes. This taxpayer burden must be balanced between being fiscally responsible and being committed to providing pensions to retirees over the long-term. The fluctuating cost of the UAAL affects our ability to provide services and employee wage compensation.

The City of Phoenix COPERS funding ratio goal is 100% (fully funded) by June 30, 2038.

The adopted amortization period allows for the date to be June 30, 2038 based on a 20 years remaining amortization period. The City Council adopted the 2038 amortization date goal for the following reasons:

- The COPERS trust funds represent the City of Phoenix's liability
- The fluctuating cost of an UAAL affects our ability to provide services and employee wage compensation
- The amortization goal is consistent with the City Charter and COPERS funding policy.
- A 2038 date allows us to meet our pension funding obligations while still having resources available for community services and employee wage compensation

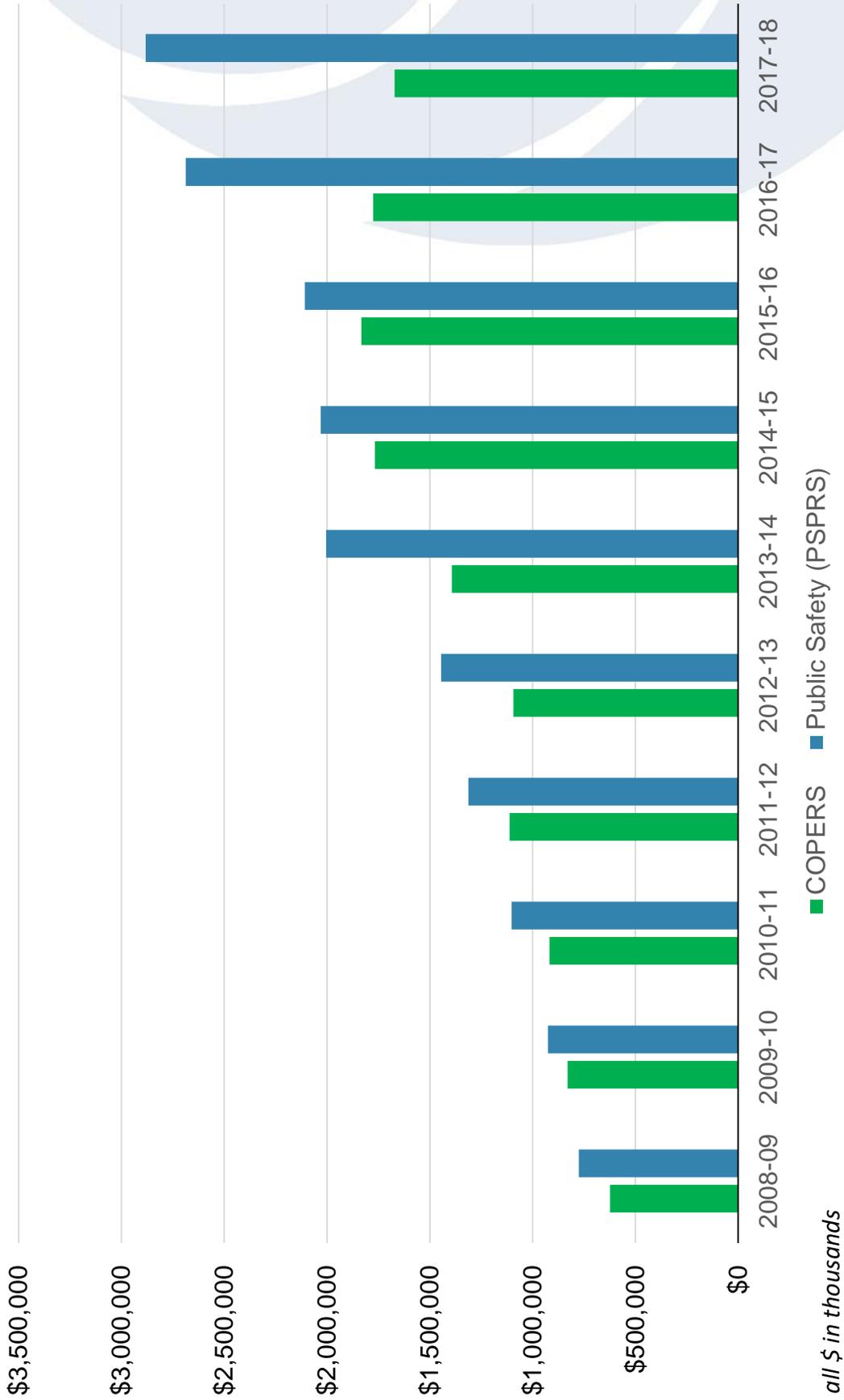
The City Council has taken the following actions to achieve the June 30, 2038 goal:

- Maintained ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated ARC for FY19 is \$177.2 million and for FY20 is \$185.7. This will be able to be paid from operating funds without diminishing City services.
- Advanced enterprise funds to pay down pension liability.
- Annually evaluated prior year budget compared to actual expenditures and made an excess payment to COPERS after PSPRS payments have been taken into consideration.

Going forward the City Council will evaluate any potential new revenue sources for the purpose of paying down the pension liability.



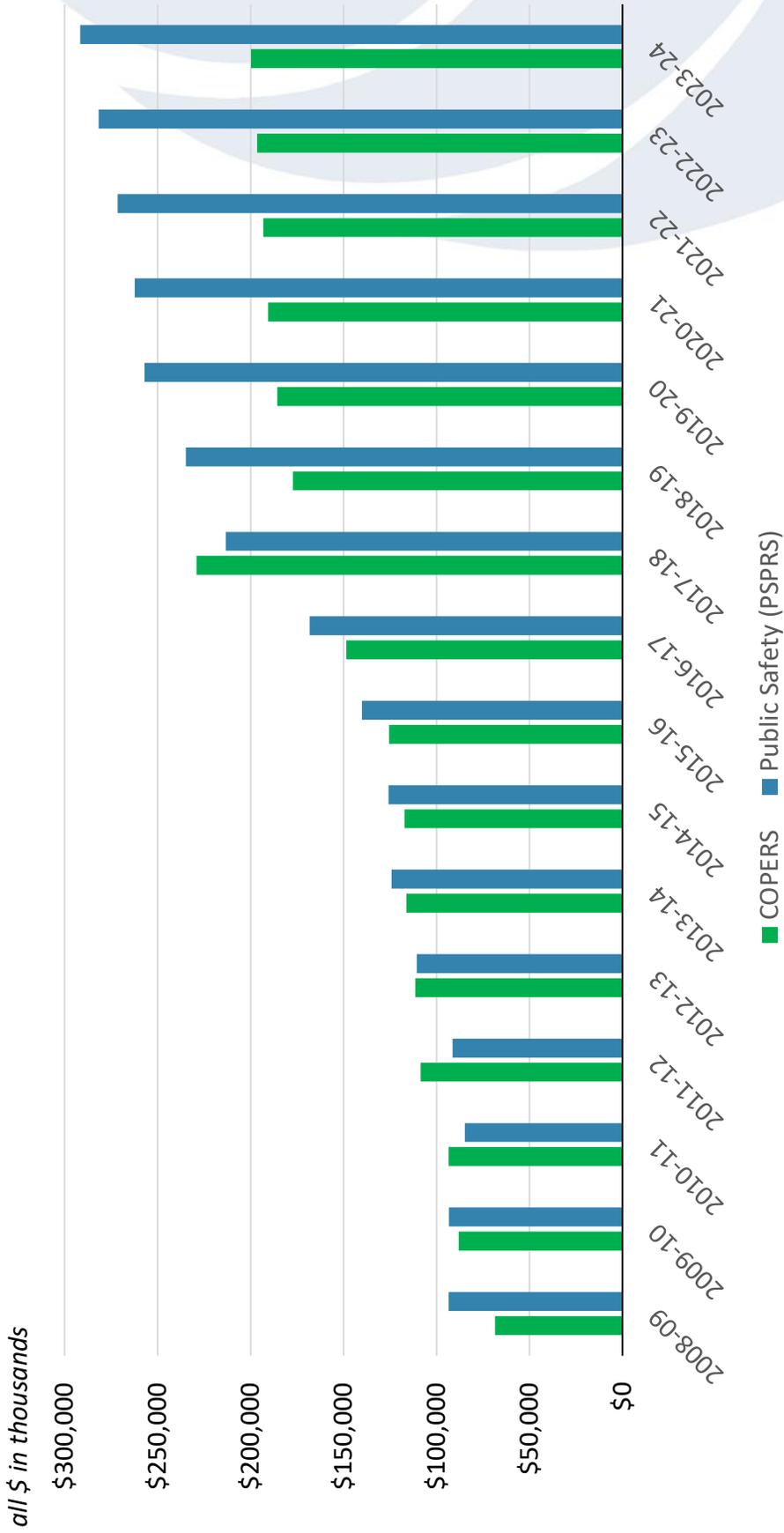
Attachment D: Total Unfunded Net Pension Liabilities



all \$ in thousands



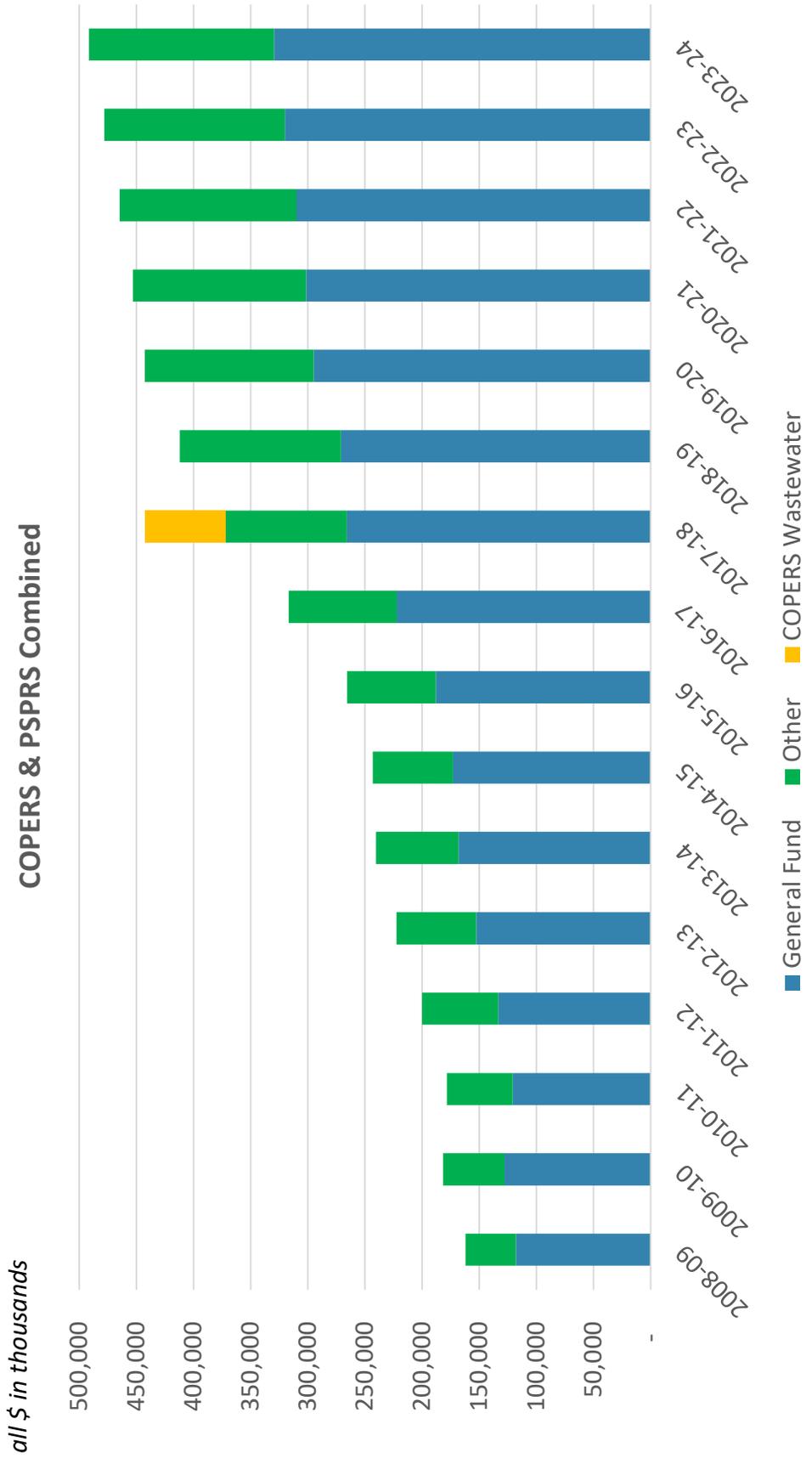
Attachment E: Total Pension Annual Required Contributions by Plan



In 2017-18, an additional \$70 million payment was made to COPERS to pay off the pension liability for Wastewater Enterprise Fund.

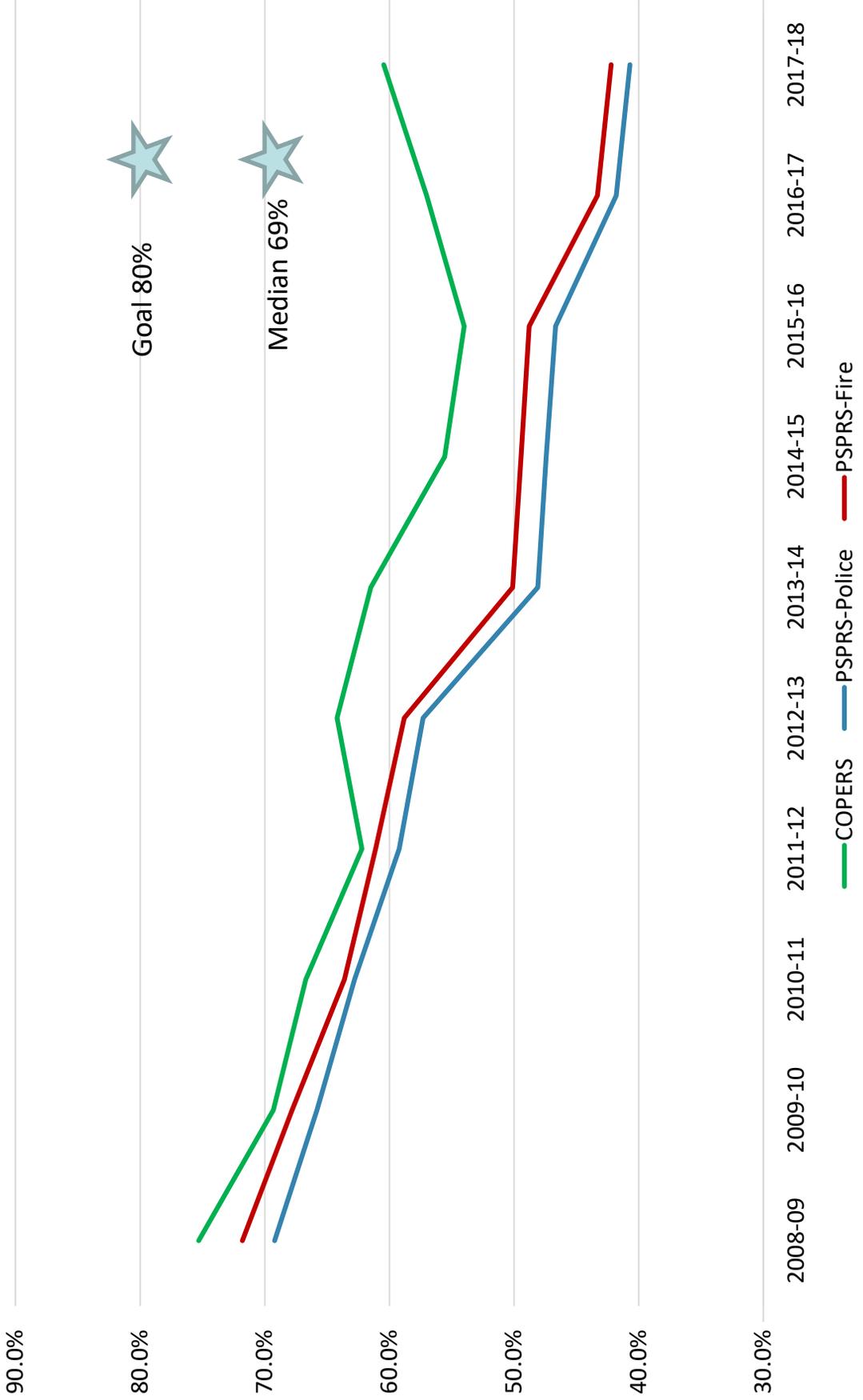


Attachment F: Total Pension Annual Required Contribution by Payment Source





Attachment G: Historical Total Funded Percentage of Pension Plans



Attachment H

Phoenix Police Dept.
(022)

Arizona Public Safety Personnel
Retirement System

June 30, 2018



Present Value of Future Benefits and Accrued Liability – Tier 1 & 2

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
Pension		
A. Accrued Liability		
1. For retirees and beneficiaries	\$1,767,046,136	\$1,843,482,422
2. For DROP members	424,006,690	501,043,612
3. For inactive/vested members	4,498,119	4,853,725
4. For present active members		
a. Value of expected future benefit payments	1,380,005,791	1,306,703,308
b. Value of future normal costs	<u>(383,256,169)</u>	<u>(352,402,186)</u>
c. Active member accrued liability: (a) - (b)	<u>996,749,622</u>	<u>954,301,122</u>
5. Total accrued liability	3,192,300,567	3,303,680,881
B. Present Assets (Funding Value)	1,333,397,131	1,344,454,164
C. Unfunded Accrued Liability: (A.5) - (B)	1,858,903,436	1,959,226,717
D. Stabilization Reserve	-	-
E. Net Unfunded Accrued Liability: (C) + (D)	<u>\$1,858,903,436</u>	<u>\$1,959,226,717</u>
F. Funding Ratio: (B) / (A.5)	<u>41.8%</u>	<u>40.7%</u>
Health		
A. Accrued Liability		
1. For retirees and beneficiaries	\$ 19,456,627	\$ 19,176,630
2. For DROP members	5,912,622	7,205,437
3. For present active members		
a. Value of expected future benefit payments	27,563,968	26,282,033
b. Value of future normal costs	<u>(5,142,232)</u>	<u>(4,680,922)</u>
c. Active member accrued liability: (a) - (b)	<u>22,421,736</u>	<u>21,601,111</u>
4. Total accrued liability	47,790,985	47,983,178
B. Present Assets (Funding Value)	<u>68,041,337</u>	<u>68,582,403</u>
C. Net Unfunded Accrued Liability: (A.4) - (B)	<u>\$ (20,250,352)</u>	<u>\$ (20,599,225)</u>
D. Funding Ratio: (B) / (A.4)	<u>142.4%</u>	<u>142.9%</u>

Present Value of Future Benefits and Accrued Liability – Tier 3*

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
Pension		
A. Accrued Liability		
1. For retirees and beneficiaries	\$ -	\$ -
2. For inactive/vested members	-	11,199
3. For present active members		
a. Value of expected future benefit payments	-	15,838,000
b. Value of future normal costs	-	(15,392,189)
c. Active member accrued liability: (a) - (b)	-	445,811
4. Total accrued liability	-	457,010
B. Present Assets (Funding Value)	-	460,524
C. Unfunded Accrued Liability: (A.4) - (B)	\$ -	\$ (3,514)
D. Funding Ratio: (B) / (A.4)	-	100.8%
Health		
A. Accrued Liability		
1. For retirees and beneficiaries	\$ -	\$ -
2. For present active members		
a. Value of expected future benefit payments	-	281,119
b. Value of future normal costs	-	(270,938)
c. Active member accrued liability: (a) - (b)	-	10,181
3. Total accrued liability	-	10,181
B. Present Assets (Funding Value)	-	10,934
C. Unfunded Accrued Liability: (A.3) - (B)	\$ -	\$ (753)
D. Funding Ratio: (B) / (A.3)	-	107.4%

* The liabilities shown on this page are the liabilities for Phoenix Police Dept. Tier 3 members only.

Phoenix Fire Dept.
(021)

Arizona Public Safety Personnel
Retirement System

June 30, 2018



Present Value of Future Benefits and Accrued Liability – Tier 1 & 2

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
Pension		
A. Accrued Liability		
1. For retirees and beneficiaries	\$ 865,070,291	\$ 891,269,434
2. For DROP members	287,901,027	322,599,100
3. For inactive/vested members	1,410,672	1,455,925
4. For present active members		
a. Value of expected future benefit payments	800,638,668	823,291,401
b. Value of future normal costs	<u>(262,796,535)</u>	<u>(261,232,978)</u>
c. Active member accrued liability: (a) - (b)	<u>537,842,133</u>	<u>562,058,423</u>
5. Total accrued liability	1,692,224,123	1,777,382,882
B. Present Assets (Funding Value)	733,496,847	750,476,360
C. Unfunded Accrued Liability: (A.5) - (B)	958,727,276	1,026,906,522
D. Stabilization Reserve	-	-
E. Net Unfunded Accrued Liability: (C) + (D)	<u>\$ 958,727,276</u>	<u>\$ 1,026,906,522</u>
F. Funding Ratio: (B) / (A.5)	<u>43.3%</u>	<u>42.2%</u>
Health		
A. Accrued Liability		
1. For retirees and beneficiaries	\$ 10,358,309	\$ 10,073,265
2. For DROP members	3,428,318	3,849,307
3. For present active members		
a. Value of expected future benefit payments	13,637,302	13,592,345
b. Value of future normal costs	<u>(2,993,670)</u>	<u>(2,876,609)</u>
c. Active member accrued liability: (a) - (b)	<u>10,643,632</u>	<u>10,715,736</u>
4. Total accrued liability	24,430,259	24,638,308
B. Present Assets (Funding Value)	<u>38,343,243</u>	<u>38,722,196</u>
C. Net Unfunded Accrued Liability: (A.4) - (B)	<u>\$ (13,912,984)</u>	<u>\$ (14,083,888)</u>
D. Funding Ratio: (B) / (A.4)	<u>156.9%</u>	<u>157.2%</u>

Present Value of Future Benefits and Accrued Liability – Tier 3*

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
Pension		
A. Accrued Liability		
1. For retirees and beneficiaries	\$ -	\$ -
2. For inactive/vested members	-	-
3. For present active members		
a. Value of expected future benefit payments	-	9,488,325
b. Value of future normal costs	-	(9,323,252)
c. Active member accrued liability: (a) - (b)	<u>-</u>	<u>165,073</u>
4. Total accrued liability	-	165,073
B. Present Assets (Funding Value)	<u>-</u>	<u>157,566</u>
C. Unfunded Accrued Liability: (A.4) - (B)	<u>\$ -</u>	<u>\$ 7,507</u>
D. Funding Ratio: (B) / (A.4)	<u>-</u>	<u>95.5%</u>
Health		
A. Accrued Liability		
1. For retirees and beneficiaries	\$ -	\$ -
2. For present active members		
a. Value of expected future benefit payments	-	142,316
b. Value of future normal costs	-	(138,557)
c. Active member accrued liability: (a) - (b)	<u>-</u>	<u>3,759</u>
3. Total accrued liability	-	3,759
B. Present Assets (Funding Value)	<u>-</u>	<u>2,786</u>
C. Unfunded Accrued Liability: (A.3) - (B)	<u>\$ -</u>	<u>\$ 973</u>
D. Funding Ratio: (B) / (A.3)	<u>-</u>	<u>74.1%</u>

* The liabilities shown on this page are the liabilities for Phoenix Fire Dept. Tier 3 members only.

Attachment I

City of Phoenix Employees' Retirement System

ACTUARIAL VALUATION REPORT AS OF
June 30, 2018



Financial Position and Summary of Results

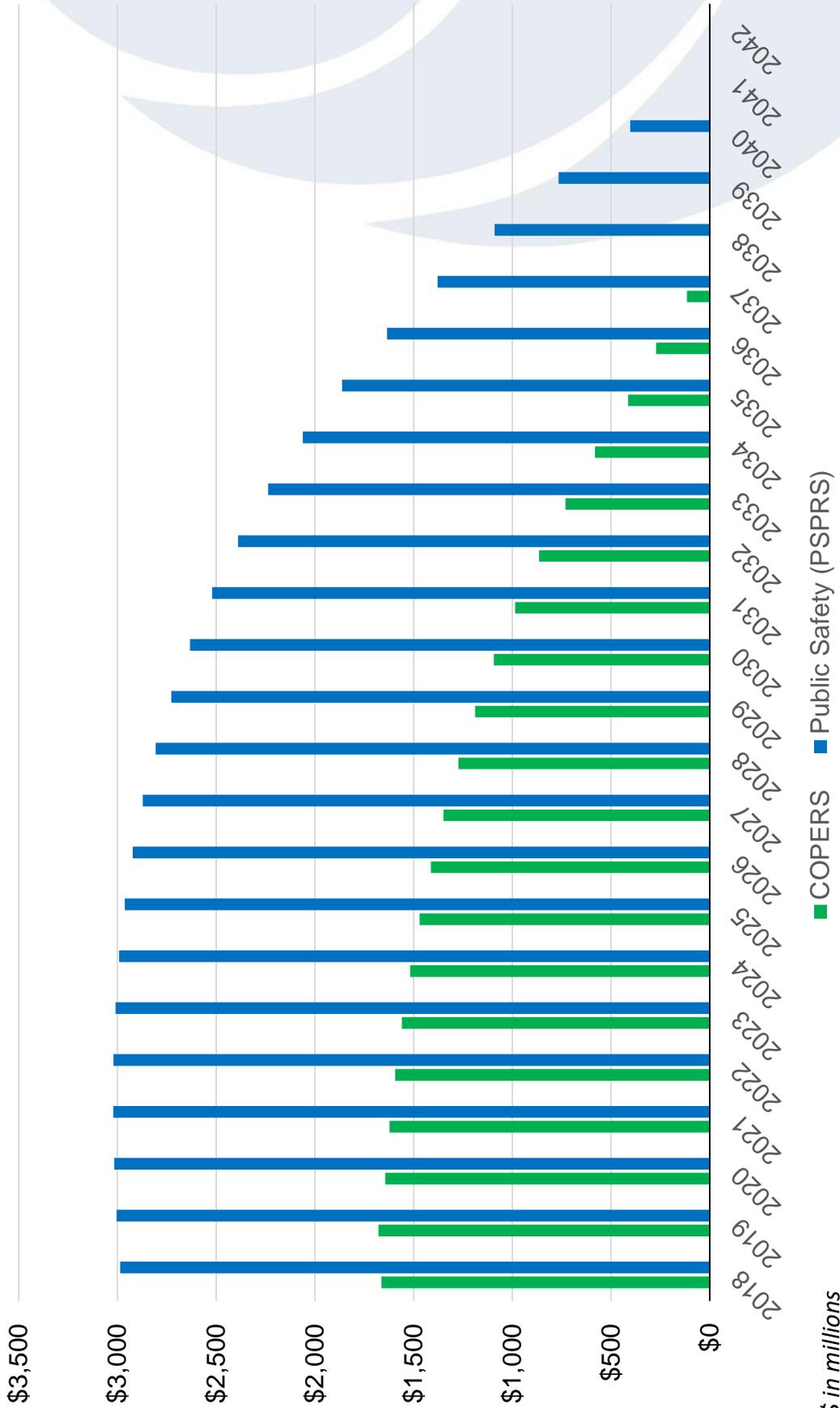
The funded ratio on an actuarial value of assets basis increased from June 30, 2017 to June 30, 2018. On a market value of assets basis, the funded ratio also increased from June 30, 2017 to June 30, 2018.

Exhibit A.1 City of Phoenix Employees' Retirement System Executive Summary		
	June 30, 2018	June 30, 2017
1. Total Actuarially Determined Contribution		
a. Dollar Amount	\$ 208,889,903	\$ 203,958,677
b. As a % of Payroll	38.51%	37.99%
2. Funded Status		
a. Actuarial Accrued Liability	\$ 4,226,045,811	\$ 4,129,452,386
b. Actuarial Value of Assets (AVA)	2,562,847,008	2,402,707,329
c. Unfunded Liability (AVA-basis)	1,663,198,803	1,726,745,057
d. Funded Ratio (AVA-basis)	60.64%	58.18%
e. Market Value of Assets (MVA)	\$ 2,554,513,709	\$ 2,353,607,330
f. Unfunded Liability (MVA-basis)	1,671,532,102	1,775,845,056
g. Funded Ratio (MVA-basis)	60.45%	57.00%
3. Summary of Census Data		
a. Actives		
i.(a) Tier 1 Count	5,638	6,030
i.(b) Tier 2 Count	737	823
i.(c) Tier 3 Count	1,602	1,177
i.(d) Total Active Count	7,977	8,030
ii. Total Annual Compensation	\$ 527,160,824	\$ 521,709,266
iii. Average Projected Compensation	66,085	64,970
iv. Average Age	46.6	46.5
v. Average Service	12.4	12.3
b. Deferred Vested Member Counts	943	925
c. Retiree Counts	5,813	5,661
d. Beneficiary and Alternate Payee Counts	1,076	1,072
e. Disability Counts	249	247
f. Total Members Included in Valuation	16,058	15,935

The funded ratio may not be appropriate for assessing the need for future contributions. The funded ratio is not appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the plan's benefit obligations.



Attachment J Total Unfunded Net Pension Liabilities PSPRS



all \$ in millions



Call for a Special Meeting and Notice of Legally Required Public Hearings on Proposed 2019-20 Budget for the City of Phoenix

Request the City Council call for a special meeting of the City Council, as required by A.R.S. 42-17105, at 2:30 p.m., Wednesday, June 19, 2019, for the purpose of considering adoption of the final 2019-20 budget for the City of Phoenix, including Operating Funds, Capital Funds and Reappropriated Funds.

Request to authorize the City Manager to:

1. Set 2:30 p.m., Wednesday, June 5, 2019, as the time and date of the legally required public hearing on the adoption of the tentative budget ordinances for the City of Phoenix for the 2019-20 fiscal year, including Operating Funds, Capital Funds and Reappropriated Funds.
2. Set 2:30 p.m., Wednesday, June 5, 2019, as the time and date of the public hearing for purposes of receiving public comments on the proposed 2019-24 Capital Improvement Program.
3. Set 2:30 p.m., Wednesday, June 19, 2019, as the time and date of the legally required public hearing on the adoption of a Property Tax Levy and Truth in Taxation, if applicable, and the final adoption of the budget for the City of Phoenix for the 2019-20 fiscal year, including Operating Funds, Capital Funds, and Reappropriated Funds.
4. Set 10 a.m., Wednesday, July 3, 2019, as the time and date of the legally required public hearing on the adoption of the Property Tax Levy for the 2019-20 fiscal year.

Summary

In addition to these legally required public hearings, from April 2 through April 18, 20 community budget hearings that were advertised in various city newspapers and publicized online were held for each Council District in locations throughout the city. These hearings also provided residents with several opportunities to comment on the proposed 2019-20 budget and were video recorded for viewing on the City's YouTube page and on PHXTV. All comments and messages were summarized and forwarded in weekly City Council reports.

Responsible Department

This item is submitted by City Manager Ed Zuercher and the Budget and Research Department.



**Arts, Crafts and Specialty Supplies - Requirements Contract- IFB 18-170A
(Ordinance S-45650)**

Request to authorize the City Manager, or his designee, to allow additional expenditures under Contracts 147536 and 147537 with NASCO Education, LLC. and S&S Worldwide, Inc. for the purchase of arts, crafts and specialty supplies for the Parks and Recreation Department. Further request authorization for the City Controller to disburse all funds related to this item. Upon approval of \$100,000 in additional funds, the revised aggregate amount of the contracts will not exceed \$475,000.

Summary

These contracts were originally implemented to provide primarily arts and crafts supplies; however, an opportunity was identified to obtain additional products through the agreements such as teaching supplies, toys, games, party supplies and novelty items which will aggregate purchases and support strategic procurement efforts. These additional products will enhance the quality of summer, afterschool and recreational programs that are provided to Phoenix residents.

Contract Term

The five-year contract term began on May 23, 2018.

Financial Impact

Upon approval of \$100,000 in additional funds, the revised aggregate amount of the contracts will not exceed \$475,000. Funds are available in the Parks and Recreation Department's budget.

Concurrence/Previous Council Action

These contracts were originally approved by City Council on May 2, 2018.

Responsible Department

This item is submitted by City Manager Ed Zuercher, Acting Deputy City Manager Toni Maccarone, and the Finance and Parks and Recreation departments.



Acceptance of Easements for Sewer and Drainage Purposes (Ordinance S-45657)

Request for the City Council to accept easements for sewer and drainage purposes; further ordering the ordinance recorded.

Summary

Accepting the property interests below will meet the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)

Applicant: Prologis USLV TRS 1 LLC, its successor and assigns

Purpose: Drainage

Location: 100 N. 61st Ave.

File: FN180153

Council District: 7

Easement (b)

Applicant: Lower Buckeye Industrial Park, LLC, its successor and assigns

Purpose: Drainage

Location: 4625 W. Watkins St.

File: FN190029

Council District: 7

Easement (c)

Applicant: Lower Buckeye Industrial Park, LLC, its successor and assigns

Purpose: Drainage

Location: 4575 W. Watkins St.

File: FN190030

Council District: 7

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development and Finance departments.



Acceptance and Dedication of Deeds and Easements for Sidewalk, Public Utility and Roadway Purposes (Ordinance S-45658)

Request for the City Council to accept and dedicate deeds and easements for sidewalk, public utility and roadway purposes; further ordering the ordinance recorded.

Summary

Accepting and dedicating the property interests below will meet the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)

Applicant: US Real Estate Limited Partnership, its successor and assigns

Purpose: Sidewalk

Location: 25800 N. Norterra Pkwy.

File: FN 190028

Council District: 1

Easement (b)

Applicant: Chris Wilkum and Pamela Wilkum, its successor and assigns

Purpose: Public Utility

Location: 18804 N. 29th Place

File: FN 190006

Council District: 2

Deed (c)

Applicant: Chris Wilkum and Pamela Wilkum, its successor and assigns

Purpose: Roadway

Location: 18804 N. 29th Place

File: FN 190006

Council District: 2

Easement (d)

Applicant: 2813 AZ LLC, its successor and assigns

Purpose: Public Utility

Location: 5109 E. Oak St.
File: FN 190022
Council District: 6

Easement (e)

Applicant: Deryon, LLC, its successor and assigns
Purpose: Public Utility
Location: 5107 E. Oak St.
File: FN 190022
Council District: 6

Easement (f)

Applicant: ZNM Holdings, LLC, its successor and assigns
Purpose: Public Utility
Location: 615 N. 6th Ave.
File: FN 190013
Council District: 7

Easement (g)

Applicant: Carlos Vasquez, its successor and assigns
Purpose: Public Utility
Location: 6043 S. 7th St.
File: FN 190015
Council District: 8

Easement (h)

Applicant: Carlos Vasquez, its successor and assigns
Purpose: Public Utility
Location: 6043 S. 7th St.
File: FN 190015
Council District: 8

Deed (i)

Applicant: Carlos Vasquez, its successor and assigns
Purpose: Roadway
Location: 6043 S. 7th St.
File: FN 190015
Council District: 8

Deed (j)

Applicant: Phoenix Union High School District of Maricopa County, Arizona, its

successor and assigns

Purpose: Roadway

Location: 5401 S. 7th St.

File: FN 180149

Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development and Finance departments.



Grant of Public Utility Easement on City-Owned Property for the Moon Valley Raw Water Pump Station and Pipeline Project at Rose Mofford Park (Ordinance S-45628)

Request City Council to grant a public utility easement, for consideration of \$1 and/or other valuable consideration, for installation of a new electrical transformer to be supplied, operated, and maintained by Arizona Public Service (APS) on City-owned property, and further ordering the Ordinance recorded. This utility easement is required to support and supply electrical power to the City's raw water pump station located at Rose Mofford Park.

Summary

This public utility easement is more fully described in the legal description sent directly to the Law Department ("Easement Premises") for recording with the ordinance and will be granted to all public service corporations, agricultural improvement districts, and telecommunication corporations providing utility service (collectively "Grantee"), in perpetuity so long as Grantee uses the Easement Premises for the purposes herein specified, for an indefinite period, subject to the following terms and conditions:

A. Grantee is hereby granted the right to construct, reconstruct, replace, repair, operate and maintain utility facilities together with appurtenant fixtures for use in connection therewith (collectively "Grantee Facilities") to, through, across and beyond Grantor's property within the Easement Premises. Subject to the notice requirements provided in paragraph "I," Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified. Grantee acknowledges and accepts that Grantee shall share the Easement Premises with other Grantees and shall use such Easement Premises with other Grantees in accordance with and consistent with industry standards and customs for shared use. Grantor agrees to coordinate the location of Grantee's Facilities within the Easement Premises and to pay costs for relocation of Grantee's Facilities as provided in paragraph "F."

B. Grantor shall not locate, erect or construct, or permit to be located or erected or constructed, any building or structure within the limits of the Easement Premises. However, Grantor reserves all other rights, interests, and uses of the Easement

Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities.

Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of Easement Premises without the prior written consent by the Grantee whose facilities will be affected by the change of elevation.

C. Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

D. Grantor shall maintain an appropriate three-foot clear area around all edges of all equipment pads for Grantee Facilities in addition to a clear operational area that extends 10 feet immediately in front of all transformer or switching cabinet openings, within the Easement Premises. No obstruction, trees, shrubs, fixtures, or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstruction within said areas.

E. Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any work or use by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, concrete and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

F. Grantor reserves the right to require relocation of Grantee Facilities to a new location within Grantor's property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating existing Grantee Facilities to the new location; and (2) Grantor provides Grantee with a new and substantially similar public utility easement at no cost to Grantee. After relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement without cost or consequence to Grantor.

G. Each public service corporation and telecommunication services corporation as a

Grantee shall coordinate and work with other Grantees in the use of the Easement Premises. In the event that a third party or other Grantee requests relocation of existing Grantee Facilities to a new location (whether or not) within the Easement Premises, the requesting party shall pay the entire cost of redesigning and relocating the existing Grantee Facilities.

H. Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of any proposed transfer, conveyance or assignment of any rights granted herein at address listed below.

I. Except in emergencies or exigent circumstances such as service restoration, Grantee agrees to contact Grantor at least one business day prior to Grantee's entrance onto the Easement Premises where the Easement Premises are located: (1) on a site that includes Aviation Department facilities; (2) Water Services Department water and wastewater treatment facilities; (3) Police Department headquarters located at 620 W. Washington St.; (4) Fire Department headquarters located at 150 S. 12th St.; (5) City Hall located at 200 W. Washington St.; (6) City Court Building located at 300 W. Washington St.; (7) Calvin C. Goode Building located at 251 W. Washington St.; (8) Transit Operations Center located at 320 N. 1st Ave. or West Transit Facility located at 405 N. 79th Ave.; or (9) in a secured or fenced area.

Location

The southwest corner of Rose Mofford Park identified by Maricopa County Assessor Parcel Number 149-12-004T.
Council District: 3

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich; Deputy City Manager Karen Peters; Acting Deputy City Manager Toni Maccarone; and the Water Services, Parks and Recreation, and Finance departments.



Communication Equipment for Federal Emergency Management Agency and Urban Search and Rescue (Ordinance S-45665)

Request to authorize the City Manager, or his designee, to enter into a contract with Mackay Communications Inc.; Ground Control Systems Inc.; Communications Applied Technology; Plum Laboratories LLC; Shakespeare Company LLC; MJ Sales Inc.; and Bluesky Mast Inc. for one-time purchases to provide the Fire Department with Federal Emergency Management Agency (FEMA) and Urban Search and Rescue (US&R) communications equipment in the amount not to exceed \$137,200. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The U.S. Department of Homeland Security and FEMA provide support and funding for the maintenance and readiness of the National US&R system. The Fire Department has been awarded supplemental grant funding and guidance for acquiring specific communication equipment in order to ensure standardization and interoperable communication capabilities among all 38 FEMA US&R teams.

Procurement Information

In accordance with Administrative Regulation 3.10, normal competition was waived as a result of a Special Circumstance Without Competition Determination Memo citing Mackay Communications Inc.; Ground Control Systems Inc.; Communications Applied Technology; Plum Laboratories LLC; Shakespeare Company LLC; MJ Sales Inc.; and Bluesky Mast Inc. as the providers of the FEMA and US&R communications equipment.

Contract Term

The contract term will begin on or about May 15, 2019 and end on or about May 14, 2020.

Financial Impact

Expenditures against these one-time contracts shall not exceed the amount of \$137,200. Funds are available in the Fire Department's budget.

Concurrence/Previous Council Action

This item was submitted and approved by Council on Aug 29, 2018 to apply for, accept and disburse FEMA and US&R 2018 Readiness Cooperative Agreement with Ordinance S-44917.

Responsible Department

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Fire Department.



**Landscaping and Utility Vehicles, Trailers, and Equipment - Requirements
Contract (Ordinance S-45676)**

Request to authorize the City Manager, or his designee, to enter into a contract with Drake Equipment of Arizona, Inc.; Bingham Equipment Company; Alamo Group, Inc.; A&G Turf Equipment, Inc.; LZ Delta, LLC; Arizona Machinery, LLC; Fleming Trailers, Inc.; Diamond Mowers, LLC; Titan Machinery, Inc.; A to Z Equipment; Deere & Company, to purchase utility vehicles, tractors, trailers, all terrain vehicles, golf carts, and lawn and garden equipment used by departments Citywide in an amount not to exceed \$5,000,000 over five years, or approximately \$1,000,000 annually. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

Adopting the new multi-vendor State contract will allow the City to purchase trailers, utility vehicles, mowers, sprayers, tractors, and small landscaping tools and equipment at a statewide government discounted rate for various City departments. The equipment purchased in these contracts will be used to maintain the landscaping in the City's parks and right-of-ways that must be kept up to City Code; and to allow City employees to perform their job duties in a safe and efficient manner. The primary departments utilizing the contracts are: Aviation, Public Works, Parks and Recreation, Street Transportation, and Water Services. Approximately 85 percent of the contract spend is used by enterprise funds.

Procurement Information

By utilizing the State cooperative contracts, the City benefits from the State of Arizona cooperative contract rates.

Contract Term

The five-year contract period for these vendors will begin June 1, 2019.

Financial Impact

The aggregate five-year contract value shall not exceed \$5,000,000, or approximately \$1,000,000 annually. The contract value is based on historical spend. Funds are available in all City of Phoenix departments' budgets.

Responsible Department

This item is submitted by City Manager Ed Zuercher and the Finance Department.



Video Production and Video Graphic Design Services - Requirements Contract - RFQu 18-134 (Ordinance S-45630)

Request to authorize the City Manager, or his designee, to enter into new contracts with GEO & Associates; Hernandez Creative, LLC; J2 Media, LLC; New Angle Media, LLC; ON Advertising, Inc.; Quantum Leap Productions, Inc.; Rose Colored Productions, LLC; Skyline Productions, Inc.; and The Flip Side Communications, LLC for video production and video graphic design services for various City departments. Further request authorization for the City Controller to disburse all funds related to this item. The aggregate contract value shall not exceed \$500,000 over a five-year period.

Summary

These contracts will provide assistance to various City of Phoenix departments to support video production and video graphic design services, and related elements. Services provided will include, but not be limited to: video production, events, public service announcements, internal training and educational videos for City staff, and productions for use on social media and for broadcast/streaming. Services will be used Citywide.

Examples of projects developed with these contracts include stormwater messaging, water educational videos, informational videos on recycling and trash-disposal best practices and zero-waste promotional content.

Procurement Information

A Request for Qualifications, RFQu 18-134, for video production and video graphic design services was conducted in accordance with Administrative Regulation 3.10, with the intent of establishing a Qualified Vendor List (QVL) of qualified vendors to supply video production and video graphic design services. The solicitation was posted on the City's website. There were 12 offers received by the Finance Department's Procurement Division on Feb. 26, 2019. Nine of the offers received were deemed to be responsive, responsible offers to the specifications and minimum qualification criteria stated in the solicitation. Three of the offers were deemed as non-responsive.

The following vendors are being recommended to be included in the QVL:

GEO & Associates
Hernandez Creative, LLC
J2 Media, LLC
New Angle Media, LLC
ON Advertising, Inc.
Quantum Leap Productions, Inc.
Rose Colored Productions, LLC
Skyline Productions, Inc.
The Flip Side Communications, LLC

The Deputy Finance Director recommends that the offers from the above vendors be accepted as responsive and responsible offers, which are the most advantageous to the City.

Contract Term

The contracts are valid on or about May 1, 2019, and will end on April 30, 2024.

Financial Impact

The five-year aggregate value of all contracts shall not exceed \$500,000. Funds are available in the various Departments' budgets.

Responsible Department

This item is submitted by City Manager Ed Zuercher, Deputy City Manager Karen Peters, and the Finance and Water Services departments.



Part-Time Television Engineering Services - RFQu 19-070 - Requirements Contract (Ordinance S-45664)

Request to authorize the City Manager, or his designee, to enter into a contract with EAR Professional Audio Video to provide part-time television engineering services for the Communications Office. Further request authorization for the City Controller to disburse all funds related to this item. The aggregate contract value will not exceed \$87,000 (including applicable taxes), with an estimated annual expenditure of \$18,000.

Summary

The Communications Office supports various departments and programming through the operation of PHXTV and know99, two municipal cable stations in the city available to inform the public. This includes audio and video support for City Council, Subcommittee and department meetings.

The stations broadcast programming both on-air and online which require occasional television engineering services. This contract will provide the Communications Office with required part-time engineering services, including but not limited to, maintenance of all station engineering facilities; video production software, technology infrastructure, software and equipment upgrades, live-streaming, emergency equipment failure, and server support; as well as equipment technical research, and installation and operation of equipment.

Procurement Information

Request for Qualification (RFQu) 19-070 was conducted in accordance with Administrative Regulation 3.10 with the intent to establish a Qualified Vendors List (QVL) of qualified vendors to provide part-time television engineering services. There were two offers received by the Finance Department Procurement Division on March 15, 2019. One offer was deemed non-responsive. One offer was evaluated by a committee which determined the offer met the City's minimum qualification criteria.

The following vendor is being recommended to be included in the QVL:
EAR Professional Audio Video

The Deputy Finance Director recommends that the offer from EAR Professional Audio

Video be accepted as the responsive and responsible offer that is most advantageous to the City.

Contract Term

The five-year contract term shall begin on or about May 15, 2019.

Financial Impact

The aggregate contract value will not exceed \$87,000 (including applicable taxes), with an estimated annual expenditure of \$18,000. Funds are available in the Communications Office budget.

Responsible Department

This item is submitted by City Manager Ed Zuercher and the Communications Office.



Authorization to Apply for Grant Funding to Replace Courtroom Audio Visual Equipment (Ordinance S-45673)

Request to authorize the Phoenix Municipal Court to enter into agreement with Spinitar to purchase replacement audio visual equipment that has reached end of life for 28 courtrooms. The Court also requests authorization to apply for Judicial Collection Enhancement Funds (JCEF) in an amount not to exceed \$350,000. Further request authorization for the City Treasurer to accept, and for the City Controller to disburse, all funds related to this item.

Summary

The audio visual equipment installed in the 28 courtrooms of the Phoenix Municipal Court is now more than 20 years old and has reached end of life. The Court currently is required by law to maintain audio recording of courtroom proceedings for a period of two years. Replacement of this equipment is critical to ensure the Court can continue to meet its obligations. Additionally, the updated equipment will allow for ease of operations and for the Court to have consistent configurations for each type of courtroom.

Financial Impact

Funds will be made available in the Phoenix Municipal Court local JCEF account. The Phoenix Municipal Court must submit a funding plan and application to the Arizona Supreme Court Administrative Office of the Courts to secure approval for use of funds pursuant to Arizona Revised Statute §12-113. No General Fund dollars will be used.

Responsible Department

The item is submitted by Chief Presiding Judge B. Don Taylor III and Deputy City Manager Karen Peters.



Authorization to Amend Contracts for Homeless and Victim Services (Ordinance S-45647)

Request to authorize the City Manager, or his designee, subject to annual budget approval, to amend Contracts 147434 (Arizona Coalition to End Sexual and Domestic Violence), 147432 (Chicanos Por La Causa), 147511 (Community Bridges, Inc.), 147431 (Native American Connections, Inc), and 147433 (Southwest Behavioral Health Services, Inc.) to exercise the two remaining one-year extension options.

Further request to amend Contract 147433 (Southwest Behavioral Health Services, Inc.) to add \$75,000 annually to add one navigator position, upon annual budget approval. Further request authorization for the City Controller to disburse all funds related to this item for the remainder of the contract.

Summary

The Human Services Department is currently contracted with the following vendors for the services identified below:

Victim Services

Arizona Coalition to End Sexual and Domestic Violence: \$200,000 per year.

This contract provides oversight, coordination, and operation of a 24-hour hotline for emergency shelter screening and housing vouchers assistance. This is geared toward individuals and families experiencing domestic and sexual violence, and sex trafficking in Maricopa County. The goal is to assist individuals and families in need to be placed in shelter and provide individuals and families with services that are an alternative to shelter.

Emergency Crisis Shelter for Families Prioritized by Phoenix Public Safety and Human Service Department

Chicanos Por La Causa, Inc.: \$166,818 per year.

This contract provides emergency shelter operations and services for families identified by City of Phoenix Police, Fire and Human Service Departments. Access to shelter should be available seven days per week, 24 hours per day, as beds and/or units are available. The goal is to serve a minimum of 52 families per year.

Rapid Rehousing Bridge Support for Individuals Moving from Homelessness to Permanent Housing

Community Bridges, Inc.: \$174,665 per year.

This contract provides bridge support for individuals moving from unsheltered homelessness to permanent housing. The goal is to serve a minimum of 90 clients per year to increase the rate of engagement leading to housing and decrease the length of time between engagement and housing.

Rapid Rehousing Support Services for Unaccompanied Youth

Native American Connections, Inc.: \$97,650 per year.

This contract provides rapid rehousing support services for unaccompanied youth. The goal is to serve a minimum of 90 unaccompanied youth per year, age 25 and under, experiencing homelessness in moving directly into permanent housing in the community.

Navigation and Wrap Around Services for Justice Involved Individuals Experiencing Homelessness

Southwest Behavioral Health: \$226,504 per year.

This contract provides navigation and support to persons charged in Phoenix Municipal Court with repeat misdemeanor offenses related to their homelessness. The contract amount will be increased by \$75,000 annually from \$151,504 to \$226,504 beginning July 1, 2019 pending approval of the 2019-20 City budget. This will allow for an additional navigator position who, along with the two current navigator positions, will work directly with the City of Phoenix Prosecutor and Public Defender's Offices to provide services and support to persons charged and booked into Phoenix Municipal Court who are experiencing homelessness. The goal of the service is to reduce the rate of justice involvement for crimes related to homelessness, increase the opportunities for individuals to obtain services, and increase positive outcomes for persons experiencing homelessness.

Contract Term

The original contract term was July 1, 2018 through June 30, 2019. If approved, the two additional one-year options will extend the contracts through June 30, 2021.

Financial Impact

Funds are available from a combination of Emergency Solutions Grant, Community Development Block Grant and Human Services Department General Funds.

Concurrence/Previous Council Action

Council approved the initial contracts on May 2, 2018 with Ordinance S-44540.

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Human Services Department.



Approval to Accept Head Start Birth to Five Supplemental Duration Funding, Amend Delegate Contracts for Fiscal Year 2018-19 and Amend Previous Authorization to Enter Into Contracts for Fiscal Year 2019-20 (Ordinance S-45648)

Request to authorize the City Manager, or his designee, to accept \$3,687,000 from the U.S. Department of Health and Human Services (DHHS) for Supplemental Duration funding. Further request authorization to amend delegate agency contracts for Fiscal Year 2018-19 and amend previous authorization to enter into contracts for Fiscal Year 2019-20 to include Supplemental Duration funding for both fiscal years and the creation of two Head Start Program Assistant positions in support of the additional classrooms. Further request authorization for the City Controller to disburse all funds related to this item. There is no impact to the General Fund.

Summary

The Federal Fiscal Budget has appropriated funds to the Office of Head Start for the purpose of providing full school year and full school day programming to increase the total annual hours of high-quality early education services offered to children enrolled in the Head Start preschool option. There is strong evidence that Head Start children need greater exposure to high-quality early learning experiences than is currently provided under the Head Start minimum duration standards. Extending the duration of Head Start program services will enable sufficient time for teachers to conduct learning activities and intentional instruction that experts believe are important to later school success.

Supplemental Duration funds are awarded for the purpose of increasing the existing number of hours per day and the existing number of school days per year that are offered to Head Start preschool students. For Fiscal Year 2018-19, \$1,350,000 will be used for start-up costs (i.e classroom supplies and playground equipment). For Fiscal Year 2019-20, \$2,337,000 will be used for ongoing program operations. The City of Phoenix Head Start Birth to Five program currently serves 3,451 Head Start children birth to five years old.

The federal application for slots was based on increasing Grantee full-day programming to 45 percent in accordance with Program Instruction dated Sept. 9,

2018. The Grantee proposes to award conversion slots to delegate partners who currently have full-day programming at less than 45 percent of total agency slots. An additional 442 children will be converted from half-day to full-day. The funding variance is based on the different cost per child and also dependent on the conversion of a classroom or the creation of a totally new classroom. The creation of new classrooms will require two full-time Head Start Program Assistants to serve as coaches, ensuring Head Start quality standards are met. The delegates included in this opportunity were chosen because 45 percent of their current slots did not meet that threshold. See **Attachment A** for a list of delegates and the funding breakdown.

Financial Impact

The total amount of additional funding will not exceed \$3,687,000. No additional General Funds are needed to operate programs.

Concurrence/Previous Council Action

- On Feb. 21, 2018, City Council gave the approval to enter into contracts with Delegate Agencies for Fiscal Year 2018-19.
- On March 6, 2019, City Council gave the approval to enter into or extend contracts with Delegate Agencies for Fiscal Year 2019-20.
- This item was approved by the Head Start Policy Council on April 8, 2019.
- This item was recommended for approval at the Parks, Arts, Libraries and Education Subcommittee meeting on April 24, 2019, by a vote of 4-0.

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Human Services Department.

Attachment A
Supplemental Duration Funding

Fiscal Year 2018-2019

Delegate	Start Up Costs
Alhambra Elementary School District	\$150,000
Greater Phoenix Urban League	\$500,000
Fowler Elementary School District	\$125,000
Roosevelt Elementary School District	\$400,000
Washington Elementary School District	\$175,000
Total Funding for Fiscal Year 2018-2019	\$1,350,000

Fiscal Year 2019-2020

Delegate	Conversion Slots	Conversion Funding
Alhambra Elementary School District		
Conversion from Half Day to Full Day	20	
Creation of New Full Day	40	
Total Conversion Slots	60	\$420,000
Greater Phoenix Urban League		
Conversion from Half Day to Full Day	100	
Creation of New Full Day	0	
Total Conversion Slots	100	\$280,000
Fowler Elementary School District		
Conversion from Half Day to Full Day	12	
Creation of New Full Day	20	
Total Conversion Slots	32	\$276,000
Roosevelt Elementary School District		
Conversion from Half Day to Full Day	80	
Creation of New Full Day	80	
Total Conversion Slots	160	\$800,000
Washington Elementary School District		
Conversion from Half Day to Full Day	30	
Creation of New Full Day	60	
Total Conversion Slots	90	\$561,000
Total Funding for Fiscal Year 2019-2020		\$2,337,000
Total Supplemental Duration Funding Awarded		\$3,687,000



Authorization to Enter into a Contract and Accept Emergency Assistance Funding from The Arizona Community Action Association (dba Wildfire) (Ordinance S-45651)

Request to authorize the City Manager, or his designee, to enter into a contract with The Arizona Community Action Association (dba Wildfire) to accept funds in an amount not to exceed \$369,956 for the period of July 1, 2019 through June 30, 2020. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. There is no impact to the General Fund.

Summary

Funds provided to the City of Phoenix through this contract will be used to assist low-income individuals and families by removing barriers to self-sufficiency through employment and education resources, housing assistance, and emergency utility assistance. This funding will allow the City to provide approximately 1,533 emergency financial assistance services.

Contract Term

The contract term will be a one-year contract from July 1, 2019 through June 30, 2020.

Financial Impact

Funding for Fiscal Year 2019-20 will be provided from various funding sources (**Attachment A**). There is no impact to the General Fund.

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Human Services Department.

Attachment A

Fund	Allocation
Utility, Repair, Replace, Deposit (URRD)	\$ 63,175.00
APS Crisis Bill Assistance	\$ 65,000.00
Southwest Gas LIEC Bill Assistance	\$ 47,381.00
Southwest Gas Energy SHARE Bill Assistance	\$ 40,500.00
Salt River Project (SRP) Bill Assistance	\$ 153,900.00
Total	\$ 369,956.00



Authorization to Accept Arizona Department of Economic Security Funding (Ordinance S-45652)

Request to authorize the City Manager, or his designee, to amend Intergovernmental Agreement (IGA) 140755 with the Arizona Department of Economic Security to accept funding in the amount of \$9,736,434 for the period of July 1, 2019 to June 30, 2020. Further request authorization for the City Treasurer to accept and City Controller to disburse all funds related to this item. There is no impact to the General Fund.

Summary

Funds provided to the City of Phoenix through this agreement will be used to assist low-income individuals and families by removing barriers to self-sufficiency through employment and education resources, housing assistance, emergency and utility assistance, and ongoing supportive services through case management and community coordination.

This funding will allow the City to provide approximately 12,583 emergency rent, mortgage and utility assistance services and assist with case management and information and referral services.

Contract Term

The IGA term is from July 1, 2015 to June 30, 2020. This is the final year of the current IGA.

Financial Impact

Funding for FY 2019-20 will be provided from various fund sources (**Attachment A**). There is no General Fund impact.

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Human Services Department.

ATTACHMENT A

Fund	Allocation
Low Income Home Energy Assistance Program (LIHEAP)	\$ 6,663,773.00
Neighbors Helping Neighbors (NHN)	\$ 11,621.00
Social Services Block Grant (SSBG)	\$ 643,106.00
Temporary Assistance to Needy Families (TANF)	\$ 985,710.00
Community Services Block Grant (CSBG)	\$ 1,432,224.00
Community Services Block Grant Discretionary Funds (CSBG DIS)	\$ -
Total	\$ 9,736,434.00



2019-2020 Neighborhood Services Department Housing Rehabilitation Programs (Ordinance S-45674)

Request City Council approval to apply for, accept, and if awarded, enter into any necessary agreements to implement the Neighborhood Services Department's (NSD) grant-funded Housing Rehabilitation Programs. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. There is no impact to the General Fund.

Summary

NSD manages housing rehabilitation projects that enhance the quality of life for low- to moderate-income property owners by rehabilitating single-family and multi-family housing units, addressing health and safety hazards, and promoting conservation, sustainability, and energy efficiency to support and revitalize communities. Housing rehabilitation projects are funded through a variety of federal, state, and local grant funds, including:

- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds are used to fund housing rehabilitation contracts between low-to-moderate income property owners and contractors on the Approved Contractor List (ACL). These contracts may also be supplemented with funding from the U.S. Department of Energy, utility providers, and other state and local agencies.
- HUD Lead Hazard Control and Healthy Homes Program (LHCP) funding supports NSD's ongoing efforts for providing lead testing and lead hazard control services in single-family and multi-family housing units occupied by low-income families with children under six years of age. LHCP is a competitive grant application in partnership with the Maricopa County Department of Public Health and funds direct contracts with environmental consulting firms.
- U.S. Department of Health and Human Services (HHS) and DOE Weatherization Assistance Program (WAP) funds provided through the Arizona Department of Housing (ADOH), Arizona Public Service (APS), Salt River Project (SRP), Southwest Gas, the Utility Repair Replacement (URRD) program, the Low-Income Home Energy Assistance Program (LIHEAP) and Wildfire support NSD's continuous commitment of providing weatherization services. These services include installation of attic insulation, sun screens, duct sealing, room pressure

relief/air balancing, and the repair or replacement of heating and cooling systems in housing and rental households that meet federal poverty guidelines.

NSD will maintain an ACL to enhance the number of eligible small businesses, which will be an internal process. To be added to the ACL and be eligible to participate as a housing rehabilitation contractor, receive bid opportunities and perform construction services on housing rehabilitation projects, contractors will be screened and qualified on an individual basis and must meet and maintain all eligibility requirements set forth within the NSD Housing Rehab Contractor Application Packet. The ACL will be continuously open to local contractors that meet the applicable criteria in the Contractor Application Packet to promote small business participation. Contractors on the ACL will be selected to submit bids on a rotating basis.

NSD seeks authorization to proceed with all actions necessary or appropriate to implement and administer grant-funded Housing Rehabilitation Programs, including applying for and accepting up to \$8,080,000 in funding to implement housing rehabilitation programs. NSD expects to be awarded approximately \$2.8 million in CDBG funds, \$1.9 million in LHCP funds, \$2.7 million in WAP funds, and \$680,000 in HOME funds in 2019-20.

- If awarded, enter into any necessary contracts or agreements with the grantor(s) to fund existing and future contracts in accordance with the grant terms.
- Enter into and amend contracts with eligible property owners to perform rehabilitation services; enter into contracts with private contractors; issue Request for Proposals (RFP), Request for Qualifications (RFQu), Calls for Interest (CFI), and Requests for Bids (RFB) for Housing Rehabilitation Program services; award, negotiate, and execute contracts with the successful responders; and negotiate and/or amend existing contracts with various contractors and service providers to perform work on eligible housing and rental rehabilitation projects.
- Maintain an ACL of qualified contractors to enter into agreements with low-to-moderate income property owners that will be funded by NSD pursuant to the grant terms. These funds may be disbursed to the property owner or contractor.
- Take all other action necessary or appropriate to carry out the purposes of this item and implement and administer the Housing Rehabilitation Program grants according to their terms.

Procurement Information

As needed to implement and administer NSD's Housing Rehabilitation Programs, services may be procured using procurement procedures in accordance with Administrative Regulation 3.10.

Financial Impact

These programs are funded with federal, state, and local grants. There is no impact to the General Fund.

Concurrence/Previous Council Action

This item was recommended for approval at the Planning and Economic Development Subcommittee meeting on May 7, 2019, by a vote of 3-0.

Public Outreach

ACL and/or other procurement opportunities will be advertised in local print media and will also be posted on NSD's website at <https://www.phoenix.gov/nsd/site/Pages/Contractor-Info.aspx>.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Neighborhood Services Department.



*****REVISED ITEM (SEE ATTACHED MEMO)*** 2019-2020 Housing and Urban Development Consolidated Plan Annual Action Plan (Ordinance S-45675)**

Request City Council approval of the 2019-2020 Annual Action Plan broad activity areas and the submission of the plan to the U.S. Department of Housing and Urban Development (HUD).

Summary

The 2019-2020 Annual Action Plan defines strategies to address housing and community development needs in the City of Phoenix for the coming year. The plan contains the application requirements of four federal formula grants HUD utilizes to provide critical funds to entitlement cities like Phoenix. The four programs are: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Solutions Grants (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). Funds for these four programs are allocated annually by HUD to the City based on population and other socio-economic indicators.

The 2019-2020 allocations are:

CDBG: \$16,422,095
HOME: \$5,522,414
HOPWA: \$2,687,294
ESG: \$1,391,815
TOTAL: \$26,023,618

CDBG

- Critical Core Department Programs: \$10,673,914.
 - CDBG Program Management, Coordination, and Support: \$3,284,867.
 - Competitive Proposals: \$2,463,314.
- TOTAL CDBG FUNDING: \$16,422,095**

HOME

- Multi-Family Rental Housing, Down Payment Assistance, Special Projects and Reconstruction/Rehabilitation of Owner-Occupied Homes: \$4,970,173.
- Program Management and Coordination: \$552,241.

TOTAL HOME FUNDING: \$5,522,414

HOPWA

- Client and Housing Services: \$2,606,675.
- Program Management and Coordination: \$80,619.

TOTAL HOPWA FUNDING: \$2,687,294

ESG

- Emergency Shelter: \$702,628.
- Rapid Re-Housing: \$309,778.
- Eviction Prevention: \$294,409.
- Homeless Management Information Systems (HMIS): \$10,000.
- Administration: \$75,000.

TOTAL ESG FUNDING: \$1,391,815

Concurrence/Previous Council Action

This item was recommended for approval at the Planning and Economic Development Subcommittee meeting on May 7, 2019, by a vote of 4-0.

Public Outreach

The Annual Action Plan Process was approved by City Council on Sept. 19, 2018, and began on Oct. 15, 2018, with a HUD-required public hearing to assess community needs throughout Phoenix. Residents and neighborhood leaders provided testimony regarding housing, social services, neighborhood revitalization, and community development. Residents who were unable to attend the public hearing had the opportunity to submit comments via e-mail or voicemail. This information, along with a needs assessment, formed the basis for the 2019-2020 Annual Action Plan.

The Annual Action Plan Process was approved by City Council on Sept. 19, 2018. A draft of the 2019-20 Annual Action Plan, containing contingency language relative to the fund allocations as allowed by HUD, was made available on April 2, 2019 for an advertised 30-day public comment period. Final HUD allocations were received April 12, 2019 and a revised draft of the 2019-2020 Annual Action Plan was made available on April 29, extending the 30-day public comment period through May 29, 2019. The goal of the Annual Action Plan process, per HUD requirements, is to ensure comprehensive community planning and coordinated service delivery to meet critical housing and community development needs.

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and Deputy City Manager Mario Paniagua, and the Neighborhood Services, Human Services, and Housing departments.



City of Phoenix

To: Mario Paniagua
Deputy City Manager

Date: May 10, 2019

From: Spencer Self
Neighborhood Services Director

Subject: CORRECTION TO ITEM 62 ON THE MAY 15, 2019 FORMAL AGENDA – 2019-20 HOUSING AND URBAN DEVELOPMENT CONSOLIDATED PLAN ANNUAL ACTION PLAN (ORDINANCE S-45675)

The purpose of this memo is to add a last sentence of the first paragraph to read:
Further request authorization for the City Treasurer to accept and the City Controller to disburse all funds related to this item.

Approved:



Mario Paniagua, Deputy City Manager



*****REVISED ITEM (SEE ATTACHED MEMO)*** 2019-2020 Community Development Block Grant Public Service and Public Facilities Subrecipient Recommendations (Ordinance S-45677)**

Request to authorize the City Manager, or his designee, to enter into 2019-2020 Community Development Block Grant (CDBG) contracts for Public Service and Public Facilities projects for an amount not to exceed \$780,518.

Summary

In October 2018, City Council approved the issuance of a Request for Proposals (RFP) for CDBG funded Public Services and Public Facilities projects for Fiscal Year (FY) 2019-20. The approved RFP priorities were Youth Services and Enrichment Programs for Youth, Support Services for Persons with Disabilities, Support Services for Seniors, and Public Facilities for Non-Profits.

The RFP was conducted by the Neighborhood Services Department (NSD) from Oct. 31 through Dec. 7, 2018. A total of 44 responsive applications, requesting more than \$1.95 million, were received. On July 1, 2019, a total of \$780,518 will be available to fund projects.

Staff forwarded technical review results and funding proposals to the Community Development (CD) Review Committee, an 11-member independent and volunteer committee appointed by the Mayor. Each proposal was rated on a forty-point scale: project description/need (10 points), proposed outcomes (10 points), past performance and capability (10 points), and project budget (10 points). A total of 28 proposals met the Committee's threshold score for advancement to the presentation phase. The Committee heard presentations, ranked the proposals, and developed funding recommendations based on the ranking and scores.

The following list identifies the proposals, by ranking, recommended by the Community Development (CD) Review Committee and staff for funding for FY 2019-20.

Public Service for Non-Profits

Youth Services and Enrichment Programs for Youth

- Big Brothers Big Sisters of Central Arizona, Big Brothers Big Sisters Mentoring Program: \$30,000.
- Assistance League of Phoenix, Operation School Bell: \$30,000.
- Wesley Community & Health Centers, Maryvale After-School Program for Low-Income, At-Risk Children: \$29,000.
- Boys & Girls Clubs of Metropolitan Phoenix, Academic Success Program: \$30,000.
- Homeward Bound, Healthy Meals: \$26,520.
- Jewish Family & Children Services, Real World Job Development: \$25,000.
- Chicanos Por La Causa, Inc., CPLC De Colores Education & Prevention Program for Youth: \$29,989.
- Southwest Human Development, Reach Out and Read: \$16,014.
- New Pathways for Youth, Intervention Services for Youth Experiencing Adversity: \$24,021.

Support Services for Persons with Disabilities

- Southern AZ Association for the Visually Impaired, REAL Program for Blind Children: \$30,000.
- The Opportunity Tree, Vocational Training Program for the New Economy: \$30,000.
- Arizona Recreation Center for the Handicapped, Therapeutic Recreation & Socialization Opportunities: \$7,355.

Support Services for Seniors

- Duet: Partners in Health & Aging, Escorted Transportation for Elders & Persons with Disabilities: \$30,000.
- Valley of the Sun YMCA/YOPAS, YOPAS-The Y Outreach Program for Ahwatukee Seniors: \$14,992.

Public Facilities for Non-Profits

- Boys & Girls Clubs of Metropolitan Phoenix, Spencer D & Mary Jane Stewart Branch Security Initiative: \$134,400.
- Human Services Campus, Lodestar Day Resource Center Restroom Restoration: \$142,332.
- Arizona Recreation Center for the Handicapped, Invest in Us! An Energy Efficient Upgrade: \$150,000.

Public Facility projects cannot be partially funded, therefore \$895 of the available \$427,627 will continue to be available for future projects.

Contract Term

The contract term is from July 1, 2019 to June 30, 2020.

Financial Impact

There is no impact to the General Fund; these programs are funded by the Community Development Block Grant.

Concurrence/Previous Council Action

The item was recommended for approval at the Planning and Economic Development Subcommittee meeting on May 7, 2019, by a vote of 4-0.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Neighborhood Services Department.



City of Phoenix

To: Mario Paniagua
Deputy City Manager

Date: May 10, 2019

From: Spencer Self
Neighborhood Services Department Director

Subject: CORRECTION TO ITEM 63 ON THE MAY 15, 2019 FORMAL AGENDA – 2019-20 COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICE AND PUBLIC FACILITIES SUBRECIPIENT RECOMMENDATIONS (ORDINANCE S-45677)

The purpose of this memo is to add a last sentence of the first paragraph to read:
Further request authorization for the City Controller to disburse all funds related to this item.

Approved:



Mario Paniagua, Deputy City Manager



Artist Design Contract for PSHIA Terminal 4 S1 Concourse Atrium Public Art Project (Ordinance S-45666)

Request to authorize the City Manager, or his designee, to enter into a contract with artist Marc Fornes, doing business as TheVeryManyStudio, LLC (NY), for an amount not to exceed \$125,000 to work with an Aviation Department design team to develop the design and engineering for artwork to be integrated into the atrium of the new Phoenix Sky Harbor Airport Terminal 4, S1 Concourse. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Fiscal Year 2018-23 Public Art Project Plan includes a project to commission artists to integrate artwork into the design of new south concourse at Terminal 4. The atrium will be a prominent gathering area for passengers moving between their gates and the terminal. The atrium interior will be visible day and night from the PHX Sky Train, which passes the new concourse.

On Feb. 7, 2019, a six-person artist selection panel recommended Marc Fornes and five other finalists after reviewing a pool of 132 applicants who responded to the project's open Request for Qualifications. In addition to Mr. Fornes, the finalists included the team of Ben Donovan and Simon Olmstead (AZ), the team of Lesley Chang and Jason Klimoski (NY), the team of Eric Rieger and Beau Basse (MN), Eric Staller (CA), and Aaron Stephan (ME). On March 22, 2019 the panel interviewed the finalists and reviewed their design approach before recommending that Mr. Fornes be contracted for the project. The panel based its decision on Mr. Fornes' ability to create a memorable landmark in the concourse atrium, his exemplary ability to work with other design professionals, and his expertise with the materials he proposed for the artwork.

The selection panel included Liesel Fenner, Public Art Program Director, Maryland State Arts Council; Gary Martelli, Curator and Manager of Phoenix Aviation Museum; Sam Chung, artist and teacher, Arizona State University; Erin Joyce, Curator at the Heard Museum; Gregory Torrez, community representative; and Susan Copeland, artist and teacher, Phoenix Union High School District. John Tran, Russ Sanders, and Molly Milne, from the project's architectural team, served as advisors to the panel.

Financial Impact

The PSHIA Terminal Four S1 Concourse is one of 31 projects in the Fiscal Year 2018-23 Public Art Project Plan that City Council approved on June 28, 2018. The Art Plan includes \$1,796,441 for this project. The proposed \$125,000 design contract will cover all costs related to the artist working with City staff and the Aviation Department design team to design and engineer the artwork to be integrated into the new Phoenix Sky Harbor International Airport Terminal 4, S1 Concourse atrium. The remaining project funds will be used for development and administration of this and one additional project to be integrated into the S1 concourse. The percent-for-art funds for this project come from the Aviation Department Capital Improvement Program.

Concurrence/Previous Council Action

The Phoenix Arts and Culture Commission reviewed and recommended approval of this item at its April 16, 2019, meeting. The Parks, Arts, Libraries, and Education Subcommittee reviewed and approved this item by a 3-1 vote at its April 26, 2019 meeting.

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Office of Arts and Culture.



Artist Design and Construction Oversight Contract for PSHIA Terminal 4 S1 Connector Bridge Public Art Project (Ordinance S-45667)

Request to authorize the City Manager, or his designee, to enter into a contract with the artist team of Isaac and Gabriel Fortoul (AZ), doing business as the Fortoul Brothers, LLC., for an amount not to exceed \$125,000 to work with an Aviation Department design team to design and oversee construction of large-scale terrazzo floors and adjacent walls for the new Phoenix Sky Harbor International Airport Terminal 4, S1 Concourse Connector Bridge. The project will be integrated into the design of PSHIA's new south concourse at Terminal 4. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Fiscal Year 2018-23 Public Art Project Plan includes a project to commission artists to integrate artwork into the design of the new south concourse at Terminal 4. The bridge will convey passengers between their concourse gates and the terminal.

On Feb. 5, 2019, a five-person artist selection panel recommended the Fortoul Brothers and four other finalists after reviewing a pool of 102 applicants who responded to the project's open Request for Qualifications. In addition to the Fortoul Brothers, the finalists included Betsy Casanas (PA), C.J. Hungerman (IL), Susan Logoreci (CA), and Electric Coffin (WA). On March 20, 2019, the panel interviewed the finalists and reviewed their design approach before recommending that the Fortoul Brothers be contracted for the project. The panel based its decision on the artists' understanding of the project, their ability to create an exceptional design for the floors and walls of the long concourse bridge, and their ability to work effectively with the overall project's design team.

The selection panel included Michael Chavez, Public Art Program Manager, Denver Arts and Venues; Gary Martelli, Curator and Manager of Phoenix Airport Museum; Peter Bugg, artist and Visual Arts Coordinator, City of Chandler; Betsy Fahlman, Professor of Art, Arizona State University; and Muktar Sheikh, community representative. John Tran, Russ Sanders, and Molly Milne, from the project's architectural team, served as advisors to the panel.

Financial Impact

The PSHIA Terminal Four S1 Concourse is one of 31 projects in the Fiscal Year 2018-23 Public Art Project Plan that City Council approved on June 28, 2018. The Art Plan includes \$1,796,441 for this project. The proposed \$125,000 design contract will cover all costs for the artist to work with City staff and the Aviation Department design team to design and oversee construction of the terrazzo floors and adjacent walls for the new Phoenix Sky Harbor International Airport Terminal 4, S1 Concourse Connector Bridge. The remaining project funds will be used for development and administration of this and one additional project to be integrated into the S1 concourse atrium. The percent-for-art funds for this project come from the Aviation Department Capital Improvement Program.

Concurrence/Previous Council Action

The Phoenix Arts and Culture Commission reviewed and recommended approval of this item at its April 16, 2019, meeting. The Parks, Arts, Libraries, and Education Subcommittee reviewed and approved this item by a 3-1 vote at its April 26, 2019 meeting.

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Office of Arts and Culture.



Landscape Plant Materials Services - AVN RFQu 17-106 (Ordinance S-45634)

Request to authorize the City Manager, or his designee, to add the Parks and Recreation Department to Aviation Department Contracts 146598, 146599 and 146600, as part of a Qualified Vendor List to provide landscaping plant materials for the Aviation and Parks and Recreation departments. Further request authorization for the City Controller to disburse all funds related to this item. The Parks and Recreation Department is requesting a total aggregate spending authority of \$750,000.

Summary

The contracts will provide plant material such as trees, flowers and plant materials to be utilized citywide for the Parks and Recreation Department. Adding the Parks and Recreation Department to Aviation Department contracts allows for strategic procurement as recommended through the City's lean initiative for additional cost savings.

Procurement Information

Solicitation AVN RFQu 17-016 was conducted in accordance with Administrative Regulation 3.10. Three offers were received on Oct. 24, 2017. The offers were evaluated based on the number of years in business, with a minimum of one year, and references. The following companies were the responsive and responsible offers:

- Dream with Colors, Inc.
- Mountain States Wholesale Nursery
- Poco Verde Pools and Landscape, Inc.

Contract Term

The term of the contract began on or about Jan. 1, 2018 thru Dec. 31, 2023.

Financial Impact

The Parks and Recreation Department is requesting a total of \$750,000 in spending authority through Dec. 31, 2023. Funds are available in the Parks and Recreation Department's budget.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Parks and Recreation Department.



Additional Funding for Recreational Services Qualified Vendors List - Requirements Contracts (Ordinance S-45663)

Request to authorize the City Manager, or his designee, to allow additional expenditures under the Recreational Services Qualified Vendors List (QVL) contracts RFQu HSDPKS02012017-A and RFQu HSDPKS05012017-A for the purchase of recreational classes and instructions for the Parks and Recreation Department. Further request authorization for the City Controller to disburse all funds related to this item. The additional funds will not exceed \$1,400,000 and will be recovered from the fees charged to participants.

Summary

The Parks and Recreation Department provides a multitude of classes, programs and other services to the community. Some of the classes, programs and services include art, dance, fitness, language, music, sports and theater instruction. The Parks and Recreation Department has experienced an increase in requests for more classes and programs. As such, additional funds are needed for instructors on the QVL. These additional classes and programs will enhance the quality of summer, afterschool and recreational services that are provided to residents of Phoenix.

Contract Term

The three-year contract term began on July 1, 2017 and will expire on June 30, 2020.

Financial Impact

Upon approval of \$1,400,000 in additional funds, the Parks and Recreation Department will continue providing the recreational classes and instructions that are so valuable to the residents of Phoenix. Funds will be recovered from the fees charged to participants. Funding is available in the Parks and Recreation Department's budget.

Concurrence/Previous Council Action

These contracts were originally approved by City Council on May 31, 2017.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni MacCarone and the Parks and Recreation Department.



*****REVISED ITEM (SEE ATTACHED MEMO)*** Redevelopment Areas Consulting Services Request for Proposals Contract Award (RFP-CED19-RDA) (Ordinance S-45672)**

Request to authorize the City Manager, or his designee, to enter into a contract with PLAN*et Communities, LLC (Consultant) to provide redevelopment areas (RDA) consulting services. Further request the City Controller to disburse all funds related to this item. The aggregate value of the contract will not exceed \$175,000. There is no impact to the General Fund.

Summary

A recent change to Arizona Revised Statutes title 42 (42-6209.F) requires government agencies to review any RDA with portions that lie within a city's Central Business District by Oct. 1, 2020, and either renew, modify or terminate any RDA designation. All RDAs must meet certain criteria demonstrating that either slum or blight conditions exist within that area. Phoenix currently has 20 redevelopment areas; however, only two overlap within the City's Central Business District:

- Downtown RDA: designated in January 1979, is generally bounded by 7th Avenue, 7th Street, McDowell Road and Lincoln Street.
- Government Mall RDA: designated October 1985, is generally bounded by 19th Avenue, 7th Avenue, Fillmore Street and the railroad tracks.

In February 2019, staff issued a Request for Proposals (RFP) for RDA consultant services. The Consultant will conduct the necessary research, data collection and analysis to assist the City in determining whether to renew, modify, or terminate the Downtown RDA and the Government Mall RDA to comply with this statute. The Consultant will attend and participate in meetings with the City, including the Community and Economic Development, Housing, Neighborhood Services, and Planning and Development departments, and various stakeholders to provide subject matter expertise. Specifically, the Consultant will research, analyze, and provide the documentation needed to support a future renewal, modification or termination by the City Council of the Downtown RDA and the Government Mall RDA.

Procurement Information

RFP-CED19-RDA, Redevelopment Areas Consulting Services, was issued on Feb. 19,

2019, and conducted in accordance with Administrative Regulation 3.10. Three proposals were received; one of which was non-responsive. On April 17, 2019, an evaluation panel interviewed the two responsive proposers and scored the proposals based on the published evaluation criteria:

- Primary Consultant's Qualifications and Experience (0-300 points).
- Proposer's Qualifications and Experience (0-250 points).
- Approach to Scope (0-225 points).
- Fee (0-225 points).

The scoring results were as follows:

- PLAN*et Communities, LLC: 950 points.
- Rounds Consulting Group, Inc.: 844 points.

Staff recommends the proposal offered by PLAN*et Communities LLC, as the highest-scored, responsive, and responsible proposal.

Contract Term

The term of the contract is for two years, with three one-year renewal options.

Financial Impact

The value of the contract shall not exceed \$175,000. There is no impact to the General Fund. Funds are available in the Downtown Community Reinvestment Fund.

Location

Downtown RDA: approximate boundaries are 7th Avenue, 7th Street, McDowell Road and Lincoln Street.

Government Mall RDA: approximate boundaries 19th Avenue, 7th Avenue, Fillmore Street and the railroad tracks.

Council Districts: 4, 7 and 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Community and Economic Development Department.



City of Phoenix

To: Deanna Jonovich
Assistant City Manager

Date: May 10, 2019

From: Christine Mackay
Community and Economic Development Director

Subject: CORRECTION TO ITEM 68 ON THE MAY 15, 2019 FORMAL AGENDA –
REDEVELOPMENT AREAS CONSULTING SERVICES REQUEST FOR
PROPOSALS CONTRACT AWARD (RFP-CED19-RDA) (ORDINANCE S-45672)

The purpose of this memo is to correct the name of the contract awardee to read:
Request to authorize the City Manager, or his designee, to enter into a contract with
PLAN*et Communities, PLLC (Consultant) to provide redevelopment areas (RDA)
consulting services.

The awardee incorrectly identified itself as a limited liability company (LLC), instead of a
professional limited liability company (PLLC), in its proposal.

Approved:


Deanna Jonovich, Assistant City Manager



Police Duty Gear - NPPGov Cooperative with Proforce Marketing, Inc. dba Proforce Law Enforcement (Ordinance S-45661)

Request to authorize the City Manager, or his designee, to allow the use of the NPPGov cooperative contract VH11630 with Proforce Marketing, Inc. dba Proforce Law Enforcement for the supply of police duty gear. Further request authorization for the City Controller to disburse all funds related to this item. The aggregate contract value is \$487,500.

Summary

Police duty gear is issued to every police officer when they are a recruit in the Police Academy. The gear consists of a duty belt, a replaceable buckle, handcuff case, pistol holster, oleoresin capsicum spray (pepper spray) holster, and an ammunition magazine holder. The Police Department's Employment Services Bureau is estimating the recruitment of 25 to 30 officers each month in the coming year. Each of these officers will need to be outfitted with new gear. Police duty gear is also issued for the replacement of aged, worn, lost and broken gear, as needed, during an officer's career. The Police Department must be able to provide properly fitting, professional looking, properly functioning duty gear for each of its officers for them to carry out their daily responsibilities.

Procurement Information

In accordance with Administrative Regulation 3.10, a participating agreement is required when the City uses a cooperative agreement from another public agency. The contract was awarded through a competitive process consistent with the City's procurement process, as set forth in the Phoenix City Code, chapter 43. The NPPGov contract covers the purchase of police duty gear for the officers of the Police Department. The NPPGov contract was awarded on Oct. 28, 2015. The use of this cooperative will provide the City national discounts on these products.

Contract Term

The contract term will begin on or about Sept. 1, 2019 and end on or about Aug. 31, 2024.

Financial Impact

Expenditures against this contract value shall not exceed the aggregate amount of \$487,500. Funds are available in the Police Department's budget.

Responsible Department

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Police Department.



**Purchase of Equipment for Police Department Crime Lab - RFA 19-128
(Ordinance S-45649)**

Request to authorize the City Manager, or his designee, to enter into a contract with Agilent Technologies, Inc. for a one-time purchase to provide the Police Department Crime Laboratory with an Agilent 6460C Triple Quadrupole Instrument With 1260 Infinity II HPLC System in the amount not to exceed \$251,055. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Police Department Crime Laboratory provides support for Driving Under the Influence of Drugs (DUID), sexual assault, and homicide investigations through the analysis of biological samples such as blood and urine for substances that influence human performance. The Agilent system would allow the laboratory to potentially expand the scope of testing and increase efficiency in processing samples. The sensitivity of this instrument is necessary to detect drugs that are present at very low levels in biological samples such as the synthetic cannabinoids as well as fentanyl and the increasing number of fentanyl analogs and other novel psychoactive substances (NPS). The Police Department Crime Laboratory currently utilizes the software that is compatible with this instrument, on other instruments, and Agilent Technologies Inc. is the only manufacturer of this software package and of this system.

Procurement Information

In accordance with Administrative Regulation 3.10, normal competition waived as a result of a Special Circumstance Without Competition Determination Memo citing Agilent Technologies, Inc. as the sole provider of the Agilent 6460C Triple Quadrupole Instrument 1260 Infinity II HPLC.

Contract Term

The contract will begin on or about May 15, 2019 and will end on or about May 14, 2020.

Financial Impact

Expenditures against this one-time contract shall not exceed the amount of \$251,055. Funds are available in the Police Department's budget.

Responsible Department

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Police Department.



TruNarc Handheld Narcotics Analyzer and Service - Requirements Contract - RFA 18-323 (Ordinance S-45669)

Request to authorize the City Manager, or his designee, to enter into a contract with Thermo Scientific Portable Analytical Instruments, Inc. to provide the TruNarc device and consumables on an as-needed basis. Further request authorization for the City Controller to disburse all funds related to this item. The aggregate value of this contract will not exceed \$533,907.

Summary

The TruNarc Handheld Narcotics Analyzer is essential to detect the presence of dangerous and illegal substances safely and in a timely manner. With TruNarc, the Phoenix Police Department will be able to conduct field tests for over 400 substances including: fentanyl, other narcotics, stimulants, depressants, hallucinogens and analgesics. The devices library is regularly updated to include emerging drug threats, thus keeping it relevant despite ever-evolving substances. Since use of the device delivers clear, real time results, testing can be completed in a timely manner. Additionally, since use of the device requires no direct contact with most substances, it will greatly reduce the exposure of responding law enforcement officers and other personnel to potentially lethal narcotics (e.g. fentanyl).

Procurement Information

In accordance with Administrative Regulation 3.10, normal competition was waived as the result of an approved determination memo citing Thermo Scientific Portable Analytical Instruments, Inc. as the sole manufacturer and distributor of the TruNarc needed for Police operations. The Deputy Finance Director recommends the contract with Thermo Scientific Portable Analytical Instruments, Inc. be accepted.

Contract Term

The term of the contract will be five years and will begin on or about June 1, 2019.

Financial Impact

The aggregate contract value will not exceed \$533,907. Funds are available in the Police Department's budget.

Responsible Department

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Police Department.



Donation from Royal Palm Women's Group for Fire Department Paramedic Program (Ordinance S-45670)

Request authorization for the City Manager, or his designee, to accept a donation of \$1,500 from the Royal Palm Women's Group for the Phoenix Fire Department Fire Paramedic Program. Further request authorization for the City Treasurer to accept, and for the City Controller to disburse, all funds related to this donation. If not approved, the donation would be turned down.

Summary

The Royal Palm Women's Group, wishing to express their appreciation for the Phoenix Fire Department's service to their mobile home community, desires to donate \$1,500 to the Department. The donation will be used to fund training materials, conference travel, or educational events related to the Fire Paramedic program.

This request adheres to the Fire Department's Charitable Donations Process that was presented to the Public Safety and Veterans Subcommittee on Sept. 12, 2018.

Contract Term

There is no contract term associated with this donation.

Financial Impact

This donation does not require any matching funds.

Responsible Department

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Fire Department.



Authorization to Enter into an Agreement with ANDE Corporation to Process DNA (Ordinance S-45662)

Request authorization for the City Manager, or his designee, to allow the Police Department's Laboratory Services Bureau (LSB) to enter into an agreement with ANDE Corporation to process DNA standards using a rapid DNA system. The aggregate value of the contract will not exceed \$125,000. Request authorization for the City Controller to disburse the funds.

Summary

The LSB desires to obtain services provided by ANDE Corporation in support of the Local DNA Index Standard Backlog Project for the DNA analysis of known reference samples. Samples are legally obtained for the purpose of entering developed profiles into the Combined DNA Index System to compare to other forensic DNA profiles.

This system is able to process a single-source DNA sample utilizing the firm's FlexPlex chemistry, a consumable chip and a ruggedized instrument. After LSB performs a technical review, the results can be uploaded to the Federal Bureau of Investigation's Combined DNA Index System program to help develop investigative information for crimes that have occurred in the city of Phoenix and the State of Arizona.

Procurement Information

City Code section 43-2 allows the Police Department to enter into agreements for special investigative services for law enforcement purposes outside the competitive procurement process. This contract will be procured under these circumstances.

Contract Term

The term of the contract will be for three months with one option to extend the term on renewal terms mutually agreed upon.

Financial Impact

The total aggregate value of this contract will not exceed \$125,000. Funds are available in the Police Department's budget.

Concurrence/Previous Council Action

This item was unanimously approved by the Public Safety and Veterans Subcommittee at the April 10, 2019 meeting.

Responsible Department

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Police Department.



Phoenix Convention Center General Construction Job Order Contracting Services - Amendment 1 - 4108JOC122 (Ordinance S-45659)

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 138905 with DNG Construction, LLC to provide \$18 million in additional General Construction Job Order Contracting Services, and to authorize the execution of a Job Order Agreement in an amount up to \$25 million. Further request to authorize execution of amendments to Agreement 138905 as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The additional fee for services included in this amendment will not exceed \$18 million.

Summary

The purpose of this project is to replace a temporary shoring wall built in 2006 with a permanent shoring wall solution. In December 2008, the \$600 million expansion of the Phoenix Convention Center (PCC) was completed and opened to the public. The expansion project tripled the size of the existing facilities. Since that time, the PCC has hosted 550 national conventions and trade shows representing more than 2.2 million convention attendees and 5.9 million hotel room nights with a direct economic impact of approximately \$2.2 billion. In addition, the PCC expansion project has generated approximately \$186 million in total revenues to the State General Fund from 2009 to 2017.

The PCC expansion project was constructed in two phases. The adopted PCC Master Plan included a future third phase to be developed as a contiguous extension of the North Building beneath Washington Street. Accordingly, the lower level exhibit hall of the North Building was constructed with a temporary shoring wall to facilitate a future expansion project to the south.

The temporary shoring wall structure holds back soil 45 feet below street level and is approximately 700 feet in length. The wall is constructed of steel beams and wood planks and was not intended to remain indefinitely or as a permanent structure. The shoring wall was built in 2006 and is subject to annual inspections and maintenance. While going through the required annual inspection process in 2018, the structural engineer noted the condition of the temporary wall as needing to be replaced with a

permanent structure to ensure the ongoing safety and integrity of the facility. PCC staff implemented interim measures to extend its use with the understanding that a permanent resolution would be put into place. There is serious concern that additional delays would not only impact PCC business delivery but could also cause issues with subsequent annual required inspections.

Due to the urgent and complex nature of the shoring wall replacement project, staff from the PCC and Street Transportation Department have been working since April 2018 to develop a plan to replace the temporary shoring wall with a permanent structure. Further, based on the uniqueness and specialized nature of this type of project, staff sought specialized design and construction expertise and engaged DNG Construction, LLC (DNG) under an existing Job Order Contract (JOC). DNG has assembled a specialized team of subcontractors, all of which were involved in the original expansion project and have a vast amount of knowledge and familiarity with the existing conditions. The design and construction of the permanent structure is anticipated to have a projected timeline of 16 months for completion. The timeline for the completion of the project is critical in order to provide a permanent shoring wall solution as soon as possible and to avoid conflict with major downtown events and convention center activities.

The use of a JOC construction services contract allows the City to address the timeline requirements and specialized aspects of the project. DNG currently has \$7 million in remaining contract capacity on its JOC Agreement 138905. To ensure the contract has sufficient capacity for the shoring wall project, staff recommends increasing the contract capacity and spending authority of DNG's current JOC by an additional \$18 million to complete this project. This amendment is necessary to maintain stability of the PCC shoring wall and ensure safety to the visitors attending events at the PCC. This amendment will allow for the issuance of a job order agreement to DNG for an amount not to exceed \$25 million for the PCC shoring wall project.

Contract Term

The term of the agreement will not change. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

- Agreement 138905 for Job Order Contracting Services was executed for a fee not-to-exceed \$20 million, including all subcontractor and reimbursable costs.
- Amendment 1 will increase Agreement 138905 by an additional \$18 million, for a

new total not-to-exceed agreement value of \$38 million, including all subcontractor and reimbursable costs.

Funding for this amendment is available in the Phoenix Convention Center's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action

The City Council approved:

- Job Order Contracting Services Agreement 138905 (Ordinance S-41091) on July 2, 2014.
- The issuance of excise tax-funded obligations to cover the cost of the shoring wall project on May 1, 2019 (Ordinance S-45548).

Location

100 N. 3rd St.

Council Districts: 7 and 8

Responsible Department

This item is submitted by Assistant City Manager Milton Dohoney, Jr., Deputy City Manager Mario Paniagua, the Phoenix Convention Center Department, and the City Engineer.



Baggage Handling System Operation, Maintenance and Repair Services - Requirements Contract - RFP 19-008 (Ordinance S-45631)

Request to authorize the City Manager, or his designee, to enter into a contract with Daifuku Elite Line Services, Inc. to provide baggage handling system (BHS) operation, maintenance and repair services for the in-line explosive detection systems (EDS) for Phoenix Sky Harbor International Airport (PHX) in an amount not to exceed \$11 million for the five-year aggregate term. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

On Nov. 16, 2018, the City of Phoenix Aviation Department issued a Request for Proposal (RFP) for BHS operation, maintenance and repair services for the in-line EDS for PHX. The operation, maintenance and repair of the BHS are critical to PHX operations to ensure all checked baggage undergo the necessary scrutiny and arrive quickly at the airline's designated make-up location. The Aviation Department's Facilities and Services Division currently utilizes an outside firm for similar operation management and consulting services and that agreement expires on June 30, 2019.

Procurement Information

Request for Proposal (RFP) 19-008 was conducted in accordance with Administrative Regulation 3.10. Five proposals were received and four proposals were deemed responsive and responsible. The proposals were evaluated and scored by consensus by an evaluation panel based on the following criteria, with a point range of 0-1,000:

- Fee Schedule (0 - 400 points).
- Method of Approach to Scope of Services (0 - 350 points).
- Qualification & Experience of On-Site Manager (0 - 150 points).
- Firm Qualification & Experience (0 - 100 points).

The evaluation panel recommends Daifuku Elite Line Services, Inc. for contract award as the best value to the City based on the following consensus scores for the top three scoring proposers:

- Daifuku Elite Line Services, Inc.: 868 points.

- ERMCA Aviation Services: 673 points.
- G&S Airport Conveyor: 648 points.

Contract Term

The term of this contract will commence on or about July 1, 2019, for a five-year aggregate contract term with no extension options.

Financial Impact

The contract value will not exceed \$11 million for the five-year aggregate contract term. Funds are available in the Aviation Department's operating budget.

Concurrence/Previous Council Action

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on April 23, 2019, by a vote of 2-0.

Location

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.
Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



Repair and Maintenance of Airline Baggage Scales - Contract Recommendation (Ordinance S-45633)

Request to authorize the City Manager, or his designee, to enter into a contract with Southwestern Scale Company Inc. to provide maintenance, repair and calibration services to airline baggage scales at Phoenix Sky Harbor International Airport, in an amount not to exceed \$275,000 for a five-year aggregate contract term. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Aviation Department maintains airline baggage scales located at all terminals throughout Phoenix Sky Harbor International Airport. The contract will inspect, test and calibrate the airline baggage scales to maintain the accuracy of the scales and ensure they conform to the tolerance established by the National Institute of Standards and Technology.

Procurement Information

An Invitation for Bid (IFB) 19-015 was conducted in accordance with Administrative Regulation 3.10. Two offers were received on Feb. 21, 2019. The offers were evaluated based on price, responsiveness, and responsibility to provide the required services. The offer from Southwestern Scale Company, Inc. was deemed to be fair and reasonable based on the market and previous contract pricing.

Southwestern Scale Company Inc.: \$320,636.25

LSI Scales LLC: \$462,040.25

Contract Term

The contract will begin on or about June 1, 2019, for an initial three-year contract term, with two one-year options to extend at the discretion of the Aviation Director, for a five-year aggregate contract term.

Financial Impact

The contract amount will not exceed \$275,000 for the five-year aggregate contract term. Funds are available in the Aviation Department's budget.

Location

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.
Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



Automated Passenger Counting System Maintenance and Repair - Contract Recommendation (Ordinance S-45646)

Request to authorize the City Manager, or his designee, to enter into a contract with Bridge Technology, Inc. (Bridge Technology) to provide maintenance and repair services to an existing Automated Passenger Counting (APC) System at Phoenix Sky Harbor International Airport (PHX), in an amount not to exceed \$250,000 for a five-year aggregate contract term. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The APC System is installed at four PHX Sky Train stations and counts passengers boarding and exiting from the PHX Sky train. This contract will provide maintenance and repair services to the APC system to collect and process the passenger counting data.

This item has been reviewed and approved by the Information Technology Services Department.

Procurement Information

An Invitation for Bid (IFB) 19-023 was conducted in accordance with Administrative Regulation 3.10. One bid was received on March 13, 2019. The bid was determined to be responsive and responsible. The Aviation Department determined that it was in the best interest of the City to award a contract to Bridge Technology, which was the only responsive and responsible bidder.

Contract Term

The contract will begin on or about May 25, 2019, for a five-year aggregate contract term with no options to extend.

Financial Impact

The contract amount will not exceed \$250,000 for the aggregate contract term. Funds are available in the Aviation Department's budget.

Concurrence/Previous Council Action

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on April 23, 2019, by a vote of 2-0.

Location

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.
Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



Federal Aviation Administration Reimbursable Agreement Amendment to Mitigate Line of Site Interference for Communication Frequencies and Airport Surface Detection Equipment (Ordinance S-45656)

Request to authorize the City Manager, or his designee, to enter into an amendment to Contract 141136 with the Federal Aviation Administration (FAA) for the planning, design and construction support to mitigate line of site interference for communication frequencies and Airport Surface Detection Equipment at Phoenix Sky Harbor International Airport (PHX). Further request to authorize the City Controller to disburse the necessary funds related to this item.

Summary

Contract 141136 is a FAA Reimbursable Agreement (Agreement) for the planning and design for relocation of a communications tower, radio transmitter antenna, and emergency generator, installation of a direct current bus system for the radio transmitter antenna site equipment room, and the planning and design of radio communication facilities at PHX. This Amendment will add planning, design and construction support to mitigate line of site interference for communication frequencies and Airport Surface Detection Equipment caused by the PHX Sky Train. This work is necessary for safe air traffic services at PHX.

Financial Impact

This amendment will authorize a reimbursement amount to the FAA not to exceed \$883,876.02. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the termination of the agreement. Funding is available in the Aviation Department's Capital Improvement Program budget.

Concurrence/Previous Council Action

- On July 1, 2015, City Council approved executing an Agreement for the planning and design of the communications tower relocation for the Terminal 3 Modernization Project.
- On June 22, 2016, City Council approved modification of the Agreement to relocate a radio transmitter antenna and emergency generator for the Terminal 3 Modernization Project.

- On May 10, 2017, City Council approved modification of the Agreement to procure and install a direct current bus system for the radio transmitter antenna site equipment room for the Terminal 3 Modernization Project.
- On June 20, 2018, City Council approved modification of the Agreement to add the planning and design of radio communication facilities to accommodate the PHX Sky Train Stage 2 Project at PHX.

Location

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.

Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



Purchase, Delivery and Installation of Nursing Stations - Contract Recommendation (Ordinance S-45668)

Request to authorize the City Manager, or his designee, to enter into a contract with Mamava, Inc. (Mamava) to provide up to six portable nursing stations at Phoenix Sky Harbor International Airport (PHX), in an amount not to exceed \$172,000, for a two-year aggregate contract term. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Friendly Airports for Mothers (FAM) Act passed in October 2018 as part of the Federal Aviation Administration Reauthorization, requires airports to provide dedicated nursing facilities past security checkpoints by 2021 for airports receiving federal grants. Both Terminals 2 and 3 are compliant.

PHX will be purchasing standard and Americans with Disabilities Act (ADA) compliant and accessible units to be placed at up to six post-security locations in Terminal 4 to ensure PHX is in compliance of the FAM Act. The requested units will provide conveniently located nursing areas for traveling mothers in Terminal 4, which has seven concourses and currently only has one nursing location. Terminal 4 has more than 80 percent of the passenger traffic at the airport and is home to both Southwest and American Airlines. The City may purchase up to six units during the term of the contract.

Procurement Information

Invitation for Bid (IFB) 19-032 was conducted in accordance with Administrative Regulation 3.10. Two bids were received on April 2, 2019. One bid was deemed non-responsive. The bid from Mamava was determined to be responsive and responsible. The bid was evaluated based on years of experience and price. The Aviation Department determined that it is in the best interest of the City to award a contract to Mamava, which was the only responsive and responsible bidder.

Contract Term

The contract will begin on or about July 1, 2019, for an initial one-year contract term, with a single one-year option to extend at the discretion of the Aviation Director, for a two-year aggregate contract term.

Financial Impact

The contract amount will not exceed \$172,000 for the two-year aggregate contract term. Funds are available in the Aviation Department's budget.

Location

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.
Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



Agreement with Air Canada Under the Air Service Incentive Program (Ordinance S-45671)

Request to authorize the City Manager, or his designee, in accordance with the approved International Air Service Incentive Program (Program), to enter into an Air Service Development Agreement with Air Canada, and to waive landing fees for a flight to Montreal, Canada and reimburse eligible marketing costs to Air Canada in an amount not to exceed USD \$300,000. Further request authorization for the City Controller to disburse funds related to this item.

Summary

On April 19, 2017, the City Council approved a new International Air Service Incentive Program to encourage the growth of international air service at Phoenix Sky Harbor International Airport (PHX).

Air Canada will resume scheduled air service between Phoenix and Montreal on Sept. 6, 2019. Montreal was Phoenix's largest Canadian market without nonstop air service. Montreal is a qualifying city in the Aviation Department's International Air Service Incentive Program approved by the City Council. Air Canada qualifies for benefits included in the incentive program by establishing these new flights.

Financial Impact

Per the City Council-approved Program, the City may reimburse Air Canada up to USD \$300,000 for eligible marketing costs supporting the Phoenix-Montreal route and the City will waive landing fees from the resumption of the flight, through Feb. 22, 2020. Funds are available in the Aviation Department's operating budget.

Location

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.
Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



Public Transit Regional Fare Policy Administrative Modifications (Ordinance S-45636)

Request to authorize the City Manager, or his designee, to amend the Public Transit Fare Policy for the City of Phoenix Public Transit system to make administrative modifications. This amendment does not impact the General Fund.

Summary

Transit fares are regional, and the City works in conjunction with Valley Metro in establishing and updating fares and the region's fare policy. Over the past 10 years a number of Council-approved service and fare policy changes have been implemented by the Public Transit Department, including changes to Phoenix Public Transit services provided and the fares charged to public transit users. Staff have identified some administrative modifications to the current fare policy ordinance needed to accurately reflect all Council-approved transit services, fares, and fare program changes made in recent years.

Modifications to the Public Transit Fare Policy proposed by staff focus primarily on updating the Dial-a-Ride (DAR)/paratransit section of the Fare Policy to better describe the applicability of Dial-a-Ride fares, eliminate fares identified for same day Phoenix Dial-a-Ride service that is no longer provided as of 2011, and reflect the FY 2017-18 addition of Valley Metro's Regional Paratransit service and corresponding elimination of Dial-a-Ride transfers, and other administrative updates (see **Attachment A - Markup of Revisions**). These changes to the Fare Policy are administrative in nature only and have no impact to passenger fares. See **Attachment B - Revised Fare Policy** for the final policy document.

Financial Impact

This update to the Public Transit Fare Policy has no financial impact to the City of Phoenix or the regional transit system.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Public Transit Department.

Attachment A - Markup of Revisions

Public Transit Fare Policy and Uniform Fare Structure for the City of Phoenix

FARE STRUCTURE

1. <u>Full Fare</u>	<u>Local Bus/Rail</u>	<u>Express/RAPID*</u>
One-Ride Cash Fare (Each Boarding)	\$ 2.00	\$ 3.25
All-Day Pass	\$ 4.00	\$ 6.50
7-Day Pass	\$ 20.00	N/A
15-Day Pass	\$ 33.00	N/A
31-Day Pass	\$ 64.00	\$104.00

*Passengers using a full fare local bus/rail pass for Express/RAPID service are required to pay the difference in fares based on the one-ride full cash fare.

2. <u>Reduced Fare</u>	<u>Local Bus/Rail</u>	<u>Express/RAPID*</u>
One-Ride Cash Fare (Each Boarding)	\$ 1.00	N/A
All-Day Pass	\$1.00 \$ 2.00	N/A
7-Day Pass	\$ 10.00	N/A
15-Day Pass	\$ 16.50	N/A
31-Day Pass	\$ 32.00	N/A

Youth ages 6 to 18, people 65 or over, persons with disabilities, and persons who have been issued a Medicare card by the Social Security Administration are eligible for reduced fares. Any photo ID showing an individual's age is acceptable proof of age for youth and seniors. The Valley Metro Reduced-Fare Identification Card is available for \$5.00 and is also acceptable as proof of eligibility.

*No reduced fare is offered on Express/RAPID. A Passenger using a reduced fare local bus/rail pass for Express/RAPID service is required to pay the difference in fares based on one-ride full cash fare.

3. <u>Semester Passes</u>	<u>Fall/Spring</u>	<u>Summer</u>
Full Fare	\$230.00	\$154.00
Reduced Fare	\$115.00	\$ 77.00

Semester Passes can be purchased by high schools for students at no cost to students and by full-time students enrolled in high schools, technical, trade, college, or graduate courses at participating schools. Passes are good for unlimited rides on local bus/rail service for the time period printed on the pass.

Semester Passes are valid on Express/RAPID for an upgrade of \$1.65 for full fare and \$2.45 for reduced fare.

4. Free Fare

Children under age six are not charged a fare for local bus/rail Express/RAPID service when accompanied by a responsible, fare-paying adult. Free fares do not apply to dial-a-ride service. Free fares are also provided via the Group Field Trip Program for elementary school classes using local bus/rail service during non-peak hours of service.

5. Free Business Shuttle/Neighborhood Circulator Service

Business shuttle service (DASH) and Phoenix Neighborhood Circulator Service are free to all passengers.

6. Refunds

No refunds are offered for lost or unused portions of passes, except passes lost in the mail for Automatic Mail Plan customers. (See Programs, item 5).

PROGRAMS

1. RETAIL TRANSIT FARE OUTLET PROGRAM

RETAIL TRANSIT FARE OUTLETS SELL FARE MEDIA TO THE GENERAL PUBLIC AND RECEIVE A COMMISSION. RETAIL TRANSIT FARE OUTLETS ARE PROVIDED WITH TRANSIT BOOKS AND OTHER MARKETING MATERIALS TO HELP PROMOTE THE SALE OF PASSES

2. INTERNAL TRANSIT FARE OUTLET PROGRAM

INTERNAL TRANSIT FARE OUTLETS ARE ABLE TO SELL OR OFFER FARE MEDIA TO THEIR EMPLOYEES, STUDENTS OR CLIENTS. INTERNAL TRANSIT FARE OUTLETS ARE PROVIDED WITH TRANSIT BOOKS AND OTHER MARKETING MATERIALS TO HELP PROMOTE THE SALE OF PASSES.

3. Platinum Pass Program

Platinum Pass is a transit credit card available to companies or organizations for their employees or students. The cardholder is charged the appropriate fare for each boarding on Local and Express/RAPID bus and rail service. At the end of the month, a bill and an itemized statement is issued for each boarding up to the monthly cap for each pass's usage. Passes are capped at the maximum price of an Express/RAPID pass. A detailed report of actual boardings charged can be purchased for \$25 per month. The company or organization is solely responsible for the cost of the program.

4. Homeless Provider Program

Homeless service providers are eligible to receive full fare passes at half price. An agency/organization must be a homeless service provider with IRS 501(c)(3) status or a governmental agency that provides community/ social service assistance to homeless persons. Clients must meet the definition of "homeless" or "homeless individual or homeless person" as set forth in Title 42, Chapter 119, Subchapter I, and Section 11302 of the United States Code.

5. Automatic Mail Program

The Automatic Mail Plan is designed for Dial-A-Ride passenger convenience. By the end of each month, participants receive their **PHOENIX ADA MONTHLY DIAL-A-RIDE** pass with a bill for that pass. If the pass is lost in the mail, the pass will be replaced.

6. Arizona State University (ASU) Pass Program

The ASU pass is provided to all students who request one. ASU pays a fixed rate per boarding for students based on the average Platinum Pass fare per boarding for the prior period. The rate is adjusted annually.

7. Ticket Partnership Program

With the Ticket Partnership Program, patrons possessing tickets or identifiable media issued by event officials from a participating event will be able to ride Valley Metro Rail on the day of the event at no additional charge. Event tickets will be honored as valid Valley Metro Rail fare for a pre-determined time in advance of the event and through the end of the transit day. Participating event venues/events pay an amount per attendee commensurate with the current average fare to support regional fare recovery goals. A qualifying event generates a minimum of 5,000 attendees; similarly, for a venue, a single event at this facility must generate a minimum of 5,000 attendees. This program can be extended to bus route(s) if the aforementioned criteria is maintained and the service can be supported by operations. Valley Metro must receive notice of interest in the Ticket Partnership Program from event organizers at least four months in advance of the event and agreements must be completed by 60 days prior to the event.

8. Special Event Pass Program

Large special events, such as conferences and major city events, like the Super Bowl or College Football Playoff Championship, provide economic development opportunities for the region. Special event passes will enhance the experience of event attendees and provide opportunities for visitors to experience the convenience of the region's transit system.

Passes valid for multiple day special events:

- Minimum two-day event
- Minimum of 100 passes provided
- Passes sold to event sponsor/organizing committee, not available to general public

Pricing:

- Platinum Pass type of program, smartcard technology
- Cost recovery charge per card provided

- Pay single ride fare per use, up to an event maximum
 - o \$4.00 per day for 2-3 days (1-day pass price)
 - o \$2.85 per day for 4-7 days (7-day pass price per day)
 - o \$2.20 per day for 8-15 days (15-day pass price per day)
 - o \$2.00 per day for 16 or more days (31-day pass price per day)

DISTRIBUTION

~~1. For Passengers~~

~~All passes (except for semester passes) are sold at locations valley wide.~~

- ~~o The cities of Gilbert, Mesa, Phoenix, Scottsdale, and Tempe have at least one public outlet for passengers to purchase fare media.~~
- ~~o The City of Phoenix currently sells fare media at Central Station, Ed Pastor, Sunnyslope, and Metrocenter Transit Centers.~~

~~2. For Public Outlets~~

~~Public Sales Outlets sell fare media to the general public and receive a commission. Public Outlets are provided with Bus Books and other marketing materials to help promote the sale of passes.~~

~~3. For Private Outlets~~

~~Private Sales Outlets are able to sell or offer fare media to their employees, students or clients. Private Outlets are provided with Bus Books and other marketing materials to help promote the sale of passes.~~

~~4. Refunds~~

~~No refunds are offered for lost or unused portions of passes, except passes lost in the mail for Automatic Mail Plan customers. (See Programs, 3. Automatic Mail Program.)~~

PHOENIX DIAL-A-RIDE

~~1. Phoenix Resident Dial-a-Ride/Transit Monthly Pass and ADA Single Ride Ticket Books~~

Phoenix ADA Monthly Dial-a-Ride Pass	\$65.00
Book of 10 Single Ride Tickets	\$31.50
Book of 20 Single Ride Tickets	\$50.00

~~This pass is available to ADA Certified persons living within the City of Phoenix through the Automatic Mail Program only. The pass can be used any time on~~

~~local bus/rail service throughout the region and is accepted only on Phoenix Dial-a-Ride trips. The pass is valid on Express/RAPID service for a \$2.25 upgrade~~

~~Single ride ticket books can be purchased for and are accepted only on Phoenix Scheduled ADA Dial-a-Ride trips. Ticket books are available to ADA Certified persons living within the City of Phoenix. Dial-a-Ride tickets are not valid on Phoenix same day Dial-a-Ride service, local bus, express/RAPID, and light rail service.~~

2. Passenger Type	First Zone	Each Additional Zone
Same Day Service - Reduced	\$ 2.50 or 5 tickets **	\$ 1.50 or 3 tickets**
Same Day Service - Regular	\$ 5.00 or 10 tickets **	\$ 3.00 or 6 tickets**
ADA Scheduled Trip	\$ 4.00 or 8 tickets**	N/A

~~**Regional Dial-a-Ride Ticket \$0.50 each~~

~~Cash, Phoenix ADA Monthly Dial-a-Ride/Transit Pass, and Regional Dial-a-Ride Tickets are accepted. The Phoenix ADA Monthly Dial-a-Ride Pass (see below) is available through the Automatic Mail Program (see Programs, item 3). The Dial-a-Ride Ticket can only be used on participating Dial-a-Ride services.~~

~~3. Dial-a-Ride Transfers~~

~~To/From Other Dial-a-Ride Providers: Transfers to Glendale and East Valley Dial-a-Rides and Paradise Valley ADA Service can be coordinated. ADA passengers pay a flat-rate fare to the Dial-a-Ride provider serving the area where their trip begins; they are not required to pay additional fares or charges when transferring to another dial-a-ride provider.~~

PHOENIX DIAL-A-RIDE AND REGIONAL PARATRANSIT

CASH, PHOENIX ADA MONTHLY DIAL-A-RIDE PASS, PHOENIX DIAL-A-RIDE ONE-WAY ADA TRIP TICKETS (PHOENIX ONE-WAY TICKETS), AND REGIONAL PARATRANSIT TICKETS ARE ACCEPTED AS FARE FOR PHOENIX DIAL-A-RIDE AND REGIONAL PARATRANSIT SERVICES. VALID

FARE REQUIRED FOR A SINGLE RIDE ON PHOENIX DIAL-A-RIDE AND REGIONAL PARATRANSIT IS:

**\$4.00 CASH; OR
PHOENIX ADA MONTHLY DIAL-A-RIDE PASS; OR
PHOENIX ONE-WAY TICKET; OR
EIGHT (8) REGIONAL PARATRANSIT TICKETS**

1. PHOENIX DIAL-A-RIDE AND REGIONAL PARATRANSIT PASS AND TICKET PRICING:

PHOENIX ADA MONTHLY DIAL-A-RIDE PASS	\$65.00
BOOK OF 10 PHOENIX ONE-WAY TICKETS	\$31.50
BOOK OF 20 PHOENIX ONE-WAY TICKETS	\$50.00
SHEET OF 5 REGIONAL PARATRANSIT TICKETS	\$ 2.50
BOOK OF 5 REGIONAL PARATRANSIT TICKET SHEETS (25 TICKETS)	\$12.50

THE PHOENIX ADA MONTHLY DIAL-A-RIDE PASS IS AVAILABLE THROUGH THE AUTOMATIC MAIL PROGRAM ONLY (SEE PROGRAMS, ITEM 5) TO ADA CERTIFIED PERSONS LIVING WITHIN THE CITY OF PHOENIX. THE PASS IS ACCEPTED ON PHOENIX DIAL-A-RIDE, REGIONAL PARATRANSIT (TRIPS ORIGINATING OR CONCLUDING IN PHOENIX), AND LOCAL BUS/RAIL SERVICE THROUGHOUT THE REGION. THE PASS IS VALID ON EXPRESS/RAPID SERVICE FOR AN ADDITIONAL \$2.25 PER RIDE.

THE PHOENIX ONE-WAY TICKET BOOKS ARE AVAILABLE TO ADA CERTIFIED PERSONS LIVING WITHIN THE CITY OF PHOENIX ONLY. THE TICKETS ARE ACCEPTED ON PHOENIX DIAL-A-RIDE AND REGIONAL PARATRANSIT (TRIPS ORIGINATING OR CONCLUDING IN PHOENIX) ONLY. PHOENIX ONE-WAY TICKETS ARE NOT VALID ON LOCAL BUS, EXPRESS/RAPID, AND LIGHT RAIL SERVICE.

2. A PERSONAL CARE ATTENDANT (PCA) RIDING WITH AN ADA CERTIFIED DIAL-A-RIDE/PARATRANSIT CUSTOMER IS NOT REQUIRED TO PAY A FARE. NON-PCA COMPANIONS RIDING WITH AN ADA CERTIFIED DIAL-A-RIDE/PARATRANSIT CUSTOMER ARE REQUIRED TO PAY THE SAME FARE AS THE ELIGIBLE RIDER PER TRIP.

Attachment B - Final Version

Public Transit Fare Policy and Uniform Fare Structure for the City of Phoenix

FARE STRUCTURE

1. <u>Full Fare</u>	<u>Local Bus/Rail</u>	<u>Express/RAPID*</u>
One-Ride Cash Fare (Each Boarding)	\$ 2.00	\$ 3.25
All-Day Pass	\$ 4.00	\$ 6.50
7-Day Pass	\$ 20.00	N/A
15-Day Pass	\$ 33.00	N/A
31-Day Pass	\$ 64.00	\$104.00

*Passengers using a full fare local bus/rail pass for Express/RAPID service are required to pay the difference in fares based on the one-ride full cash fare.

2. <u>Reduced Fare</u>	<u>Local Bus/Rail</u>	<u>Express/RAPID*</u>
One-Ride Cash Fare (Each Boarding)	\$ 1.00	N/A
All-Day Pass	\$ 2.00	N/A
7-Day Pass	\$ 10.00	N/A
15-Day Pass	\$ 16.50	N/A
31-Day Pass	\$ 32.00	N/A

Youth ages 6 to 18, people 65 or over, persons with disabilities, and persons who have been issued a Medicare card by the Social Security Administration are eligible for reduced fares. Any photo ID showing an individual's age is acceptable proof of age for youth and seniors. The Valley Metro Reduced-Fare Identification Card is available for \$5.00 and is also acceptable as proof of eligibility.

*No reduced fare is offered on Express/RAPID. A Passenger using a reduced fare local bus/rail pass for Express/RAPID service is required to pay the difference in fares based on one-ride full cash fare.

3. <u>Semester Passes</u>	<u>Fall/Spring</u>	<u>Summer</u>
Full Fare	\$230.00	\$154.00
Reduced Fare	\$115.00	\$ 77.00

Semester Passes can be purchased by high schools for students at no cost to students and by full-time students enrolled in high schools, technical, trade, college, or graduate courses at participating schools. Passes are good for unlimited rides on local bus/rail service for the time period printed on the pass.

Semester Passes are valid on Express/RAPID for an upgrade of \$1.65 for full fare and \$2.45 for reduced fare.

4. Free Fare

Children under age six are not charged a fare for local bus/rail Express/RAPID service when accompanied by a responsible, fare-paying adult. Free fares do not apply to dial-a-ride service. Free fares are also provided via the Group Field Trip Program for elementary school classes using local bus/rail service during non-peak hours of service.

5. Free Business Shuttle/Neighborhood Circulator Service

Business shuttle service (DASH) and Phoenix Neighborhood Circulator Service are free to all passengers.

6. Refunds

No refunds are offered for lost or unused portions of passes, except passes lost in the mail for Automatic Mail Plan customers. (See Programs, item 5).

PROGRAMS

1. Retail Transit Fare Outlet Program

Retail Transit Fare Outlets sell fare media to the general public and receive a commission. Retail Transit Fare Outlets are provided with Transit Books and other marketing materials to help promote the sale of passes

2. Internal Transit Fare Outlet Program

Internal Transit Fare Outlets are able to sell or offer fare media to their employees, students or clients. Internal Transit Fare Outlets are provided with Transit Books and other marketing materials to help promote the sale of passes.

3. Platinum Pass Program

Platinum Pass is a transit credit card available to companies or organizations for their employees or students. The cardholder is charged the appropriate fare for each boarding on Local and Express/RAPID bus and rail service. At the end of the month, a bill and an itemized statement is issued for each boarding up to the monthly cap for each pass's usage. Passes are capped at the maximum price of an Express/RAPID pass. A detailed report of actual boardings charged can be purchased for \$25 per month. The company or organization is solely responsible for the cost of the program.

4. Homeless Provider Program

Homeless service providers are eligible to receive full fare passes at half price. An agency/organization must be a homeless service provider with IRS 501(c)(3) status or a governmental agency that provides community/ social service assistance to homeless persons. Clients must meet the definition of "homeless"

or "homeless individual or homeless person" as set forth in Title 42, Chapter 119, Subchapter I, and Section 11302 of the United States Code.

5. Automatic Mail Program

The Automatic Mail Plan is designed for Dial-A-Ride passenger convenience. By the end of each month, participants receive their Phoenix ADA Monthly Dial-A-Ride pass with a bill for that pass. If the pass is lost in the mail, the pass will be replaced.

6. Arizona State University (ASU) Pass Program

The ASU pass is provided to all students who request one. ASU pays a fixed rate per boarding for students based on the average Platinum pass fare per boarding for the prior period. The rate is adjusted annually.

7. Ticket Partnership Program

With the Ticket Partnership Program, patrons possessing tickets or identifiable media issued by event officials from a participating event will be able to ride Valley Metro Rail on the day of the event at no additional charge. Event tickets will be honored as valid Valley Metro Rail fare for a pre-determined time in advance of the event and through the end of the transit day. Participating event venues/events pay an amount per attendee commensurate with the current average fare to support regional fare recovery goals. A qualifying event generates a minimum of 5,000 attendees; similarly, for a venue, a single event at this facility must generate a minimum of 5,000 attendees. This program can be extended to bus route(s) if the aforementioned criteria is maintained and the service can be supported by operations. Valley Metro must receive notice of interest in the Ticket Partnership Program from event organizers at least four months in advance of the event and agreements must be completed by 60 days prior to the event.

8. Special Event Pass Program

Large special events, such as conferences and major city events, like the Super Bowl or College Football Playoff Championship, provide economic development opportunities for the region. Special event passes will enhance the experience of event attendees and provide opportunities for visitors to experience the convenience of the region's transit system.

Passes valid for multiple day special events:

- Minimum two-day event
- Minimum of 100 passes provided
- Passes sold to event sponsor/organizing committee, not available to general public

Pricing:

- Platinum Pass type of program, smartcard technology
- Cost recovery charge per card provided

- Pay single ride fare per use, up to an event maximum
 - o \$4.00 per day for 2-3 days (1-day pass price)
 - o \$2.85 per day for 4-7 days (7-day pass price per day)
 - o \$2.20 per day for 8-15 days (15-day pass price per day)
 - o \$2.00 per day for 16 or more days (31-day pass price per day)

PHOENIX DIAL-A-RIDE AND REGIONAL PARATRANSIT

Cash, Phoenix ADA Monthly Dial-a-Ride Pass, Phoenix Dial-a-Ride One-Way ADA Trip Tickets (Phoenix One-Way Tickets), and Regional Paratransit Tickets are accepted as fare for Phoenix Dial-a-Ride and Regional Paratransit services. Valid fare required for a single ride on Phoenix Dial-a-Ride and Regional Paratransit is:

\$4.00 cash; or
 Phoenix ADA Monthly Dial-a-Ride Pass; or
 Phoenix One-Way Ticket; or
 Eight (8) Regional Paratransit Tickets

1. Phoenix Dial-A-Ride and Regional Paratransit Pass and Ticket pricing:

Phoenix ADA Monthly Dial-a-Ride Pass	\$65.00
Book of 10 Phoenix One-Way Tickets	\$31.50
Book of 20 Phoenix One-Way Tickets	\$50.00
Sheet of 5 Regional Paratransit Tickets	\$ 2.50
Book of 5 Regional Paratransit Ticket Sheets (25 tickets)	\$12.50

The Phoenix ADA Monthly Dial-a-Ride Pass is available through the Automatic Mail Program only (see Programs, item 5) to ADA Certified persons living within the City of Phoenix. The pass is accepted on Phoenix Dial-a-Ride, Regional Paratransit (trips originating or concluding in Phoenix), and local bus/rail service throughout the region. The pass is valid on Express/RAPID service for an additional \$2.25 per ride.

The Phoenix One-Way Ticket books are available to ADA Certified persons living within the City of Phoenix only. The tickets are accepted on Phoenix Dial-a-Ride and Regional Paratransit (trips originating or concluding in Phoenix) only. Phoenix One-Way tickets are not valid on local bus, express/RAPID, and light rail service.

2. A Personal Care Attendant (PCA) riding with an ADA certified Dial-a-Ride/Paratransit customer is not required to pay a fare. Non-PCA

companions riding with an ADA certified Dial-a-Ride/Paratransit customer are required to pay the same fare as the eligible rider per trip.



*****REVISED ITEM (SEE ATTACHED MEMO)*** Amend City Code - Changes to Phoenix Speed Limits - Amending Section 36-158, Schedule 1, Local Speed Limits (Ordinance G-6589)**

Request to amend City Code section 36-158, Speed Limit Ordinance, Schedule I, Local Speed Limits (**Attachment A**) due to changing land uses and traffic conditions.

Summary

Speed limits are established under Arizona Revised Statutes, section 28-703, which requires an "engineering study and traffic investigation." The Phoenix City Code and Charter require that all speed limits be approved by City Council in the form of an amendment to the Speed Limit Ordinance. The requested amendment to the Speed Limit Ordinance is included as **Attachment A**.

The Street Transportation Department (Streets) is modifying its current speed limit changes process to ensure it includes additional engagement with City Council prior to implementation. The current process includes an evaluation of potential speed limit changes by Streets staff, implementation of any recommended speed limit changes, followed by City Council adoption of the changes to the Speed Limit Ordinance after speed limit changes were already implemented. The new process will also include evaluation of potential speed limit changes by Streets staff, but City Council adoption of recommended speed limit changes will occur before those changes are implemented on City streets. Additionally, the new process will occur twice per year rather than annually.

City Council most recently adopted Speed Limit Ordinance changes in September 2018. However, as Streets staff works to implement the new speed limit changes process, Streets staff noted that four locations (**Attachment B**) had speed limit changes already implemented, but were not included in the Speed Limit Ordinance changes adopted in September 2018. As with all recommended speed limit changes, these four speed limit changes were based on an engineering study and traffic investigation conducted by Streets staff, or are newly constructed streets. The approval of the speed limit changes in these four locations is requested to ensure the Speed Limit Ordinance is in line with the currently posted speed limit.

Additionally, with the new speed limit changes process, Streets is recommending speed limit changes at two locations (**Attachment C**), where the speed limit changes will not be implemented until City Council adopts an amendment to the Speed Limit Ordinance. The recommended changes are based on engineering studies and traffic investigations.

Concurrence/Previous Council Action

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Street Transportation Department.



City of Phoenix

Street Transportation Department

To: Mario Paniagua
Deputy City Manager

Date: May 13, 2019

From: Kini Knudson *KLK*
Street Transportation Director

Subject: CORRECTION TO ITEM 82 ON THE MAY 15, 2019 FORMAL AGENDA-AMEND CITY CODE – CHANGES TO PHOENIX SPEED LIMITS – AMENDING SECTION 36-158, SCHEDULE 1, LOCAL SPEED LIMIT (ORDINANCE G-6589)

The purpose of this memo is to correct the City Council District listed on item 82, page 283, Prima Facie Speed Limit **40 mph at all times**, Southern Avenue between 39th Ave to 31st Ave is located in Council District(s) 7 and 8. Attachment B has been updated to reflect the correction.

Approved: *Mario Paniagua* *5/13/19*
Mario Paniagua, Deputy City Manager Date

ATTACHMENT B

SUMMARY OF CHANGES IN CITY OF PHOENIX SPEED LIMITS AMENDING SECTION 36-158, SCHEDULE I - LOCAL SPEED LIMITS

Prima Facie Speed Limit 30 mph at all times

Street Changed	Segment Changed	Reason for Change	Council District
Sky Crossing Way	Deer Valley Road to 33 rd Street	New construction, not in previous ordinance.	2
32 nd Street	Deer Valley Road to Sky Crossing Way	New construction, not in previous ordinance.	2

Prima Facie Speed Limit 40 mph at all times

Street Changed	Segment Changed	Reason for Change	Council District
Southern Avenue	39 th Ave to 31 st Ave	Record keeping, not in previous ordinance. Lowering to 40 mph from 45 mph.	7 and 8

Prima Facie Speed Limit 45 mph at all times

Street Changed	Segment Changed	Reason for Change	Council District
51 st Avenue	Baseline Road to Broadway Road	Record keeping, not in previous ordinance. Lowering to 45 mph from 50 mph.	7 and 8

Note: All speed limit changes were recommended based on a traffic study and approved by a Traffic Engineer.

ATTACHMENT A

ARTICLE XII. PENALTY AND SCHEDULES

36-158 Schedule I—Local speed limits.

It is hereby determined upon the basis of an engineering and traffic investigation that the speed limit permitted by state law on the following streets or intersections is greater or less than is reasonable under existing conditions, and it is hereby declared that the maximum speed limits shall be as hereinafter set forth on those streets, parts of streets or intersections herein designated at the times specified when signs are erected giving notice thereof.

The City Traffic Engineer may declare a maximum speed limit that is determined pursuant to this section to be effective at all times or at such times as indicated on the speed limit signs. The City Traffic Engineer may establish lower speed limits for different times of day, different types of vehicles, varying weather conditions, special events, work zones for construction, maintenance or other activity in the roadway and other factors bearing on safe speeds. The lower limits are effective when posted on appropriate fixed, variable or portable signs.

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
Acoma Drive	51st Avenue to 43rd Avenue
Acoma Drive	Black Canyon Freeway to 23rd Avenue
Acoma Drive	36th Street to 40th Street
Acoma Drive	Tatum Boulevard to 64th Street
Air Lane	1,240 Feet East of 32nd Street to 750 Feet East of 36th Street
Arroyo Norte Drive	Northbound I-17 Frontage Road to 3900 West
Beardsley Road	20th Street to Cave Creek Road
Beardsley Road	32nd Street to 34th Street
Butler Drive	39th Avenue to 27th Avenue
Butler Drive	Black Canyon Freeway to 19th Avenue
Campbell Avenue	71st Avenue to 51st Avenue

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
Campbell Avenue	113th Avenue to 107th Avenue
Campbell Avenue	35th Avenue to 15th Avenue
Campbell Avenue	12th Street to 16th Street
Campbell Avenue	20th Street to 44th Street
Canterbury Drive	Thunderbird Road to Tam-O-Shanter Drive
Cashman Drive	Pinnacle Peak Road to 44th Street
Central Avenue	Lincoln Street to Roosevelt Street
Central Avenue	Grovers Avenue to Union Hills Drive
Chauncey Lane	68th Street to Scottsdale Road
Cholla Street	24th Street to 56th Street
Clarendon Avenue	55th Avenue to Maryvale Parkway
Colter Street	16th Street to SR-51
Copperhead Trail	North Valley Parkway to Gambit Trail
Copperhead Trail	West of 14th Lane Traffic Circle to Gambit Trail
Coral Gables Drive	Thunderbird Road to 7th Street
Deer Valley Drive	0.5 Miles East of 7th Street to Cave Creek Road
Desert Willow Parkway	East Dixileta Drive to Dynamite Boulevard
Desert Willow Parkway West	30200 North Cave Creek Road to 31000 North Cave Creek Road
Dove Valley Road	52nd Place to 56th Street
Dunlap Avenue	7th Street to 12th Street

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Durango Street	67th Avenue to 63rd Avenue
Elwood Street	40th Street to 48th Street
Encanto Boulevard	93rd Avenue to 91st Avenue
Encanto Boulevard	75th Avenue to 73rd Avenue
Encanto Boulevard	71st Avenue to 51st Avenue
Encanto Boulevard	49th Avenue to 31st Avenue
Encanto Boulevard	Grand Avenue to 19th Avenue
Freemont Road	Rough Rider Road to Cashman Drive
Galvin Parkway	100 Feet +/- North of East Papago Park to Traffic Circle at Botanical Garden Entrance
Greenway Road	20th Street to Cave Creek Road
Grovers Avenue	51st Avenue to 27th Avenue
Grovers Avenue	Central Avenue to Cave Creek Road
Hatcher Road	Central Avenue to 12th Street
Highland Avenue	Campbell Avenue to 107th Avenue
Highland Avenue	16th Street to 24th Street
Illini Street	30th Street to Riverpoint Parkway
Jefferson Street	27th Avenue to 23rd Avenue
Jefferson Street	7th Avenue to 4th Avenue
Jefferson Street	4th Street to 7th Street
Jesse Owens Parkway	Central Avenue to 7th Street

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
Jones Avenue	103rd Avenue to 99th Avenue
Kelton Lane	29th Avenue to 28th Avenue
Knox Road	Warpaint Drive to 36th Street
Lakewood Parkway West	3300 East to 3600 East to 17000 South to 15800 South
Lakewood Parkway East	3600 East to 3800 East to 17000 South to 15800 South
Lindner Drive (West Section)	45th Avenue to Augusta North
Lindner Drive (East Section)	45th Avenue to Grovers Avenue
Lockwood Drive	Freemont Road to Cashman Drive
Marriott Drive	Pathfinder Drive to Deer Valley Drive
Maryland Avenue	43rd Avenue to Black Canyon Freeway
Maryvale Parkway	51st Avenue to Indian School Road
Mayo Boulevard	Black Mountain Boulevard to 40th Street
Missouri Avenue	43rd Avenue to 27th Avenue
Missouri Avenue	Black Canyon Freeway to 19th Avenue
Mohave Street	7th Avenue to 7th Street
Morningside Drive	Black Canyon Freeway to 21st Avenue
Morton Avenue	16th Street to 1900 East
Mountain View Road	23rd Avenue to 15th Avenue
Mountain View Road	12th Street to 17th Street

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
Mountain View Road	32nd Street to 36th Street
Northern Avenue	26th Street to 32nd Street
North Valley Parkway	Carefree Highway to 33rd Lane
Oak Street	16th Street to 24th Street
Oak Street	32nd Street to 44th Street
Oak Street	48th Street to 52nd Street
Oak Street (Eastbound)	56th Street to 64th Street
Olympic Drive	Central Avenue to Jesse Owens Parkway
Orangewood Avenue	43rd Avenue to 19th Avenue
Osborn Road	83rd Avenue to 75th Avenue
Osborn Road	73rd Avenue to Grand Avenue
Osborn Road	Black Canyon Freeway to 19th Avenue
Osborn Road	40th Street to 56th Street
Paradise Lane	7th Street to 16th Street
Paradise Lane	Tatum Boulevard to 56th Street
Paradise Lane	47th Avenue to 43rd Avenue
Pathfinder Drive	44th Street to Marriott Drive
Piedmont Road	48th Street to 51st Street
Pinnacle Vista Drive	Pyramid Peak Parkway to Inspiration Mountain Parkway
Pinnacle Vista Drive	52nd Street to 56th Street

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
Quail Track Drive	North Valley Parkway to Copperhead Trail
Ranger Drive	Tatum Boulevard to 55th Street
Riverpoint Parkway	Wood Street to Illini Street
Roeser Road	7th Avenue to Central Avenue
Roeser Road	40th Street to 48th Street
Roosevelt Street	51st Avenue to 43rd Avenue
Roosevelt Street	39th Avenue to 35th Avenue
Roosevelt Street	33rd Avenue to 27th Avenue
Roosevelt Street	19th Avenue to 16th Street
Rose Garden Lane	29th Avenue to 19th Avenue
Rough Rider Road	Aviano Way to 40th Street
Sells Drive	79th Drive to 71st Drive
SKY CROSSING WAY	DEER VALLEY ROAD TO 33RD STREET
Squaw Peak Drive	Lincoln Drive to Squaw Peak Park Boundary
SR-51 (East Access Road)	500 Feet North of Camelback Road to Colter Street
Stanford Drive	40th Street to 44th Street
Stetson Hills Loop	43rd Avenue to 39th Drive
Sweetwater Avenue	51st Avenue to Black Canyon Freeway
Sweetwater Avenue	32nd Street to 42nd Street
Sweetwater Avenue	Paradise Valley Parkway East to Scottsdale Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
Thunderbird Road	28th Street to 32nd Street
Trailblazer Drive	44th Street to Tatum Boulevard
University Drive	24th Street to Magnolia Street (2700 East)
Utopia Road	23rd Avenue to 19th Avenue
Van Buren Street	7th Street to 16th Street
Via Del Deserto	33rd Lane to Via Puzzola
Via Puzzola	Carefree Highway to Cloud Road
Via Tramonto	Carefree Highway to Via Vista
Via Vista	27th Avenue to Via Tramonto
Vineyard Road	47th Avenue to 43rd Avenue
Virginia Avenue	35th Avenue to 27th Avenue
Virginia Avenue	Central Avenue to 12th Street
Warpaint Drive	Knox Road to Coconino Street
Washington Street	7th Avenue to 4th Avenue
Washington Street	4th Street to 7th Street
Wier Avenue	39th Avenue to 35th Avenue
Winchcomb Drive	26th Avenue to Acoma Drive (2300 West)
Wood Street	Riverpoint Parkway to University Drive
1st Avenue	Grant Street to Roosevelt Street
3 rd Avenue	Van Buren Street To McDowell Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

3rd Avenue	Thomas Road to Osborn Road
3rd Street	Monroe Street to Fillmore Street
5 th Avenue	Van Buren Street To McDowell Road
5th Street	Van Buren Street to 5th Street Crossover
5th Street Crossover	5th Street to Fillmore Street
7th Avenue	Jackson Street to Van Buren Street
7th Avenue	Coral Gables Drive to Greenway Parkway
7th Street	Jefferson Street to Van Buren Street
11th Avenue	Greenway Parkway to Bell Road
11th Street	Washington Street to Moreland Street
12th Street	Vineyard Road to Southern Avenue
12th Street	Moreland Street to Thomas Road
12th Street	Osborn Road to Indian School Road
12th Street	Bell Road to Agua Fria Freeway
15th Avenue	Harrison Street to Van Buren Street
15th Avenue	Bethany Home Road to Northern Avenue
15th Avenue	Hatcher Road to Shangri-La Road
15th Avenue	Bell Road to Grovers Avenue
15th Avenue	Union Hills Drive to Utopia Road
16th Street	Grovers Avenue to Beardsley Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
18th Street	Camelback Road to 500 Feet North of Camelback Road
20th Street	Dobbins Road to Baseline Road
20th Street	Roeser Road to Broadway Road
20th Street	Jefferson Street to Roosevelt Street
20th Street	McDowell Road to Cambridge Avenue
20th Street	Indian School Road to Highland Avenue
20th Street	Missouri Avenue to Bethany Home Road
21st Avenue	Bell Road to Union Hills Drive
23rd Avenue	Indian School Road to Bethany Home Road
23rd Avenue	Orangewood Avenue to Dunlap Avenue
23rd Avenue	Acoma Drive to Greenway Road
23rd Avenue	Union Hills Drive to Utopia Road
24th Street	Shea Boulevard to Sweetwater Avenue
26th Avenue	Thunderbird Road to Acoma Drive
26th Street	SR-51 to Shea Boulevard
27th Avenue	Rose Garden Lane to Deer Valley Drive
27th Drive	Carefree Highway to Via Vista
28th Street	Cholla Street to Thunderbird Road
28th Street	Oak Street to Camelback Road
28th Avenue	29th Avenue to Kelton Lane

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
29th Avenue	Union Hills Drive to Kristal Way
29th Avenue	Beardsley Road to Rose Garden Lane
31st Avenue	Van Buren Street to Encanto Boulevard
31st Avenue	Thomas Road to Grand Avenue
31st Avenue	Indian School Road to Camelback Road
31st Avenue	Missouri Avenue to Orangewood Avenue
31st Avenue	Northern Avenue to Dunlap Avenue
31st Avenue	Cheryl Drive to Thunderbird Road
31st Avenue	Bell Road to Kristal Way
31st Avenue	Yorkshire Drive to Beardsley Road
32nd Street	750 Feet South of Beautiful Lane to Baseline Road
32ND ST	DEER VALLEY RD TO SKY CROSSING WAY
32nd Street	Puget Avenue to Mountain View Road
33rd Lane	North Valley Parkway to Via Del Deserto
35th Avenue	Happy Valley Road to 800 Feet North of Hackamore Drive
36th Street	Ranch Circle North to Suncrest Court
36th Street	Roeser Road to Broadway Road
36th Street	McDowell Road to Camelback Road
36th Street	Mountain View Road to Shea Boulevard
36th Street	Cactus Road to Greenway Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

39th Avenue	Van Buren Street to Osborn Road
39th Avenue	Missouri Avenue to Camino Acequia
39th Avenue	Peoria Avenue to Cactus Road
39th Avenue	Bell Road to Yorkshire Drive
40th Street	University Drive to 0.25 Miles North of University Drive
40th Street	Mountain View Road to Shea Boulevard
44th Street	Frye Road to Chandler Boulevard
44th Street	Ray Road to Warner-Elliot Loop
44th Street	Paradise Village Parkway North to Bell Road
44th Street	Deer Valley Drive to Cashman Drive
45th Avenue	Bell Road to Union Hills Drive
46th Street	Paradise Village Parkway North to Thunderbird Road
47th Avenue	Baseline Road to Vineyard Road
47th Avenue	Thomas Road to Camelback Road
47th Avenue	Thunderbird Road to Greenway Road
47th Avenue	Acoma Drive to Bell Road
48th Street	Pecos Park Entrance to Frye Road
48th Street	Elwood Street to University Drive
48th Street	Van Buren Street to McDowell Road
48th Street	Cholla Street to Paradise Village Parkway South

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
50th Street	Frye Road to Chandler Boulevard
51st Street	Elliot Road to Piedmont Road
52nd Place	Rancho Paloma Drive to Dove Valley Road
52nd Street	Thomas Road to Osborn Road
52nd Street	Cholla Street to Cactus Road
52nd Street	Thunderbird Road to Bell Road
52nd Street	Jomax Road to Pinnacle Vista Drive
53rd Avenue	Maryvale Parkway to Indian School Road
55th Avenue	McDowell Road to Camelback Road
55th Avenue	Pinnacle Peak Road to Alameda Road
56th Street	Camelback Road to Rockridge Road
56th Street	Mountain View Road to Shea Boulevard
59th Avenue	South Mountain Avenue To Baseline Road
60th Street	Desert Cove Avenue to Cholla Street Alignment
60th Street	Cactus Road to Bell Road
63rd Avenue	Lower Buckeye Road to Pima Street
63rd Avenue	Thomas Road to Osborn Road
63rd Avenue	Indian School Road to Camelback Road
70th Street	Princess Drive to Mayo Boulevard
71st Avenue	Van Buren Street to Roosevelt Street

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.	
71st Avenue	McDowell Road to Indian School Road
71st Avenue	Campbell Avenue to Camelback Road
71st Drive	Indian School Road to Sells Drive
79th Drive	Osborn Road to Sells Drive
80th Lane	Thomas Road to Osborn Road
93rd Avenue	Encanto Boulevard to Thomas Road
103rd Avenue	Broadway Road to Country Place Boulevard
103rd Avenue	Indian School Road to Campbell Avenue
111th Avenue	Campbell Avenue to Camelback Road

Table A1. Prima Facie Speed Limit 30 Miles Per Hour from 7:00 a.m. to 4:00 p.m. on School Days.

CACTUS ROAD	WB 350 FT +/- EAST OF 37TH AVE AND EB 350 FT +/- WEST OF 37TH AVE
Ray Road	400 Feet North of Thunderhill Drive to 100 Feet South of Mountain Sky Avenue
19th Avenue	450 Feet North of Orangewood Avenue to 450 Feet South of Orangewood Avenue

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Adams Street	27th Avenue to Washington Street
Air Lane	32nd Street to 1,240 Feet East of 32nd Street
Air Lane	750 Feet East of 36th Street to 40th Street
Anthem Way	46th Drive To Black Canyon Freeway

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Bethany Home Road	16th Street to 18th Street
Black Canyon Freeway Frontage Road	Madison Street to Van Buren Street
Black Canyon Freeway Frontage Road (Southbound)	Interstate 17 Milepost No. 213.34 (North of Bell Road) to Bell Road
Black Mountain Boulevard	Sr101 To Mayo Boulevard
Black Mountain Boulevard	Deer Valley Road to Rough Rider Road
Black Mountain Boulevard	Rancho Paloma Drive to Carefree Highway
Buckeye Road	31st Avenue to 27th Street
Camelback Road	27th Avenue to 28th Street
Carefree Highway	3900 West to 700 Feet East of 33rd Avenue
Central Avenue	Briarwood Terrace to Chandler Boulevard
Central Avenue	Mineral Road to Thunderbird Trail
Central Avenue (Southbound)	Thunderbird Trail to Dobbins Road
Central Avenue	Vineyard Road to Pioneer Street
Central Avenue	Watkins Street to Lincoln Street
Central Avenue	Roosevelt Street to Mountain View Road
Central Avenue	Happy Valley Road to 2,050 Feet +/- North of Happy Valley Road
Chandler Boulevard	Shaughnessey Road To 19 th Avenue
Chandler Boulevard (Westbound)	19th Avenue to 15th Avenue
Chandler Boulevard	Pecos Road to Shaughnessey Road

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Cheryl Drive	35th Avenue to Metro Parkway West
Circle Mountain Road	New River Road to Barko Lane
Cotton Center Boulevard	40th Street to 48th Street
Deer Valley Drive	1,200 Feet West of 35th Avenue to 35th Avenue
Desert Foothills Parkway	Chandler Boulevard to 5th Avenue
Desert Willow Parkway East	31000 North Cave Creek Road (East Side) to 5000 East Dixileta Drive
Dobbins Road	Central Avenue to 16th Street
Dove Valley Road	North Valley Parkway to 16th Avenue
Dunlap Avenue	7th Avenue to 7th Street
Encanto Boulevard	83rd Avenue to 75th Avenue
Frye Road	3rd Street to Desert Foothills Parkway
Galvin Parkway	North of Traffic Circle at Botanical Garden Entry to McDowell Road
Grand Avenue	19th Avenue to 7th Avenue
Grant Street	Black Canyon Freeway to Lincoln Street
Grant Street	16th Street to Sky Harbor Circle
Greenway Road	Cave Creek Road to Greenway Parkway
Guadalupe Road	48th Street to Interstate 10
Happy Valley Road (Eastbound)	29 th Avenue to I-17
Hatcher Road	19th Avenue to Central Avenue

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Hess Street	24th Street to 26th Street
Holmes Boulevard	Bell Road to Grovers Avenue
Indian School Road	27th Avenue to 20th Street
Indian School Road	45th Street to 48th Street
Jefferson Street	23rd Avenue to 7th Avenue
Jefferson Street	7th Street to Washington Street
Jefferson Street	7th Street to 265 Feet +/- East of 26th Street (except frontage road which is 25 mph)
Jomax Road	Cave Creek Road to Tatum Boulevard
Jomax Road	Tatum Boulevard to 52nd Street
Knox Road	36th Street to 48th Street
Lafayette Boulevard	44th Street to 64th Street
Liberty Lane	17th Avenue to Central Avenue
Liberty Lane	Desert Foothills Parkway to 13th Way
Lincoln Street	Grant Street to 7th Street
Lone Mountain Road	40th Street to Cave Creek Road
Lower Buckeye Road	300 Feet West to 300 Feet East of 99th Avenue
Lower Buckeye Road	22nd Avenue to 19th Avenue
Maryland Avenue	19th Avenue to 16th Street
Maryvale Parkway	Indian School Road to 51st Avenue
McDowell Road	27th Avenue to 32nd Street

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Metro Parkway	Entire Street Surrounding Metro Center
Missouri Avenue	19th Avenue to 24th Street
Mohave Street	7th Street to Sky Harbor Circle
Mohave Street	22nd Street to 24th Street
Mountain View Road	Central Avenue to 12th Street
Norterra Parkway	Happy Valley Road to Jomax Road
Oak Street	24th Street to 32nd Street
Oak Street	52nd Street to 56th Street
Old Tower Road	26th Street to 32nd Street
Osborn Road	19th Avenue to 36th Street
Paloma Parkway	Bronco Butte Trail to Dove Valley Road
Paradise Village Parkway	Entire Street Surrounding Paradise Village
Peoria Avenue	19th Avenue to 7th Avenue
Pinnacle Peak Road	19th Avenue to 7th Street
Pointe Golf Club Drive	Thunderbird Road to Friess Drive
Princess Drive	68th Street to Scottsdale Road
Pyramid Peak Parkway (Northbound)	1,900 Feet +/- north of Brookhart Way to City Limits
Ranch Circle North	Ray Road (3600 East) to Ray Road (4300 East)
Ranch Circle South	Ray Road to Mountain Parkway
Rancho Paloma Drive	Black Mountain Boulevard to 56th Street

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Roeser Road	Central Avenue to 40th Street
Roosevelt Street	59th Avenue to 51st Avenue
Roosevelt Street	16th Street to 32nd Street
Rose Garden Lane	19th Avenue to 7th Avenue
Shea Boulevard	24th Street to 32nd Street
Sky Harbor Circle	22nd Street to Grant Street, Mohave Street to Grant Street, and Mohave Street to 22nd Street
Southern Avenue	7th Avenue to 7th Street
Sweetwater Avenue	Cave Creek Road to 32nd Street
Tatum Boulevard	40th Street to Cave Creek Road
Thistle Landing Drive	48th Street to 50th Street
Thomas Road	27th Avenue to 32nd Street
Thunderbird Road	32nd Street to 38th Place
Tombstone Trail	Norterra Parkway to 21st Avenue
University Drive	16th Street to 24th Street
Utopia Road	Black Canyon Freeway to 23rd Avenue
Utopia Road	Cave Creek Road to 32nd Street
Van Buren Street	35th Avenue to 7th Avenue
Van Buren Street	16th Street to 44th Street
Washington Street	Adams Street to 7th Avenue
Washington Street	7th Street to 24th Street

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Washington Street	7th Street to 24th Street (except frontage road which is 25 mph)
Williams Drive	Black Canyon Freeway to 19th Avenue
Yorkshire Drive	43rd Avenue to Black Canyon Freeway
1st Avenue Crossover	Grant Street to Hadley Street
3rd Avenue	Osborn Road to Indian School Road
3rd Street	Frye Road to Chandler Boulevard
3rd Street	Fillmore Street to Indian School Road
4th Street	5th Street Crossover to Roosevelt Street
5th Avenue	Desert Foothills Parkway to Chandler Boulevard
5th Street Crossover	Fillmore Street to 4th Street
7th Avenue	Dobbins Road to Baseline Road
7th Avenue	Magnolia Street to Jackson Street
7th Avenue	Van Buren Street to Missouri Avenue
7th Avenue	Dunlap Avenue to Hatcher Road
7th Avenue	Cinnabar Avenue to Peoria Avenue
7th Avenue	Greenway Parkway to Bell Road
7th Street	Mineral Road to Baseline Road
7th Street	Lincoln Street to Jefferson Street
7th Street	Van Buren Street to Missouri Avenue
7th Street	Butler Drive to Cinnabar Avenue

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

12th Street	Indian School Road to Mountain View Road
15th Avenue	Southern Avenue to Broadway Road
15th Avenue	0.25 miles South of Magnolia Street to Harrison Street
15th Avenue	Van Buren Street to Bethany Home Road
16th Street	Dobbins Road to Baseline Road
16th Street	Maricopa Freeway to Bethany Home Road
16th Street	Bell Road to Grovers Avenue
17th Avenue	Pecos Road to Chandler Boulevard
17th Avenue	Buckeye Road to Grant Street
19th Avenue	Buckeye Road to the Grand Canal
19th Avenue	Glendale Avenue to Northern Avenue (Except where noted in subsection A.1 of this section)
20th Street	Greenfield Road to Indian School Road
20th Street	Highland Avenue to Missouri Avenue
21st Avenue	Jomax Road to Tombstone Trail
23rd Avenue	Bethany Home Road to Glendale Avenue
23rd Avenue	Mountain View Road to Cactus Road
23rd Avenue	Utopia Road to Deer Valley Drive
23rd Avenue	Pinnacle Peak Road to Happy Valley Road
24th Street	South Mountain Avenue to Baseline Road
24th Street	Buckeye Road to Indian School Road

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

25th Avenue	Dunlap Avenue to Peoria Avenue
26th Street	Old Tower Road to Hess Street
27th Avenue	South Mountain Avenue to Baseline Road
27th Avenue	Lower Buckeye Road to Van Buren Street
27th Avenue	Northern Avenue to Dunlap Avenue
27th Avenue	Grovers Avenue to Union Hills Drive
27th Avenue	Yorkshire Drive to Rose Garden Lane
27th Drive	North Valley Parkway to Carefree Highway
28th Drive	Peoria Avenue to Cactus Road
29th Avenue	Dunlap Avenue to Metro Parkway
29th Avenue	Greenway Road to Bell Road
32nd Street	Air Lane to Van Buren Street
32nd Street	Chandler Boulevard to Pecos Road
35th Avenue	South Mountain Avenue to Baseline Road
35th Avenue	Van Buren Street to Encanto Boulevard
36th Street	Shea Boulevard to Cactus Road
39th Drive	Pinnacle Peak Road to Happy Valley Road
40th Street	0.39 miles South of Air Lane to Washington Street
40th Street	McDowell Road to Missouri Avenue
40th Street (Southbound)	Shea Boulevard to Mercer Lane

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

40th Street	Potter Drive to Deer Valley Drive
40th Street	Tatum Boulevard to Lone Mountain Road
43rd Avenue	Olney Avenue to Dobbins Road
43rd Avenue	Elwood Street Alignment to Lower Buckeye Road
43rd Avenue	Anthem Way to 1,930 Feet North of Anthem Way
44 th Street	Campbell Avenue to Calle Feliz
44th Place	Cotton Center Boulevard to Broadway Road
48th Street	Frye Road to Chandler Boulevard
48th Street	Washington Street to Van Buren Street
48th Street	Piedmont Road to Guadalupe Road
50th Street	Chandler Boulevard to Ray Road
51st Street	500 Feet South of Elliot Road to Warner-Elliot Loop
52nd Street	McDowell Road to Thomas Road
52nd Street	Cactus Road to Thunderbird Road
55th Avenue	Alameda Road to Happy Valley Road
56th Street	South City Limit to Van Buren Street
56th Street	Oak Street to Camelback Road
56th Street	Bell Road to Central Arizona Project Canal
56th Street	Lone Mountain Road to Rancho Paloma Drive
64th Street	Oak Street to McDowell Road (Southbound Only)

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

64th Street	255 Feet North of Hillcrest Boulevard to Chaparral Road
68th Street	Princess Drive to Mayo Boulevard
71st Avenue	Baseline Road to Vineyard Road
107th Avenue	Camelback Road to Missouri Avenue

Table B1. Prima Facie Speed Limit 35 Miles Per Hour from 7:00 a.m. to 4:00 p.m. on School Days.

Dunlap Avenue	For Westbound, 650 Feet +/- West of 29th Avenue to 625 +/- West of 35th Avenue
Dunlap Avenue	For Eastbound, 545 Feet +/- West of 35th Avenue to 30th Avenue

Table B2. Prima Facie Speed Limit 35 Miles Per Hour from 7:00 a.m. to 5:00 p.m. on School Days.

Greenway Parkway	400 Feet West of 7th Avenue to 250 Feet East of 5th Avenue
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Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Air Lane	24th Street to 32nd Street
Baseline Road	51st Avenue to 35th Avenue
Baseline Road	7th Avenue to 7th Street
Beardsley Road (Eastbound Frontage)	37th Avenue to 27th Avenue
Beardsley Road	Cave Creek Road to 32nd Street
Bell Road	19th Avenue to 12th Street

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Bell Road	0.25 miles West of Cave Creek Road to 1,500 Feet East of 40th Street
Bethany Home Road	43rd Avenue to 16th Street
Black Canyon Freeway Frontage Roads	Maricopa Freeway to Madison Street
Black Canyon Freeway Frontage Road (Northbound)	Thomas Road to Cactus Road
Black Canyon Freeway Frontage Road (Northbound)	Bell Road to Union Hills Drive
Black Canyon Freeway Frontage Road (Southbound)	Mountain View Road (Alignment) to Thomas Road
Black Mountain Boulevard	Mayo Boulevard to Deer Valley Road
Black Mountain Boulevard	Rough Rider Road to Pinnacle Peak Road
Broadway Road	19th Avenue to 32nd Street
Buckeye Road	39th Avenue to 31st Avenue
Cactus Road	39th Avenue to 19th Avenue
CACTUS ROAD	39TH AVENUE TO 350 FT WEST OF 37TH AVE
CACTUS ROAD	350 FT EAST OF 37TH AVE TO 19TH AVE
Cactus Road	Cave Creek Road to 60th Street
Camelback Road	43rd Avenue to 27th Avenue
Camelback Road	28th Street to 64th Street
Cave Creek Road	Dunlap Avenue to Peoria Avenue
Cave Creek Road	Marco Polo Road to Rose Garden Lane

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Central Avenue (Northbound)	Thunderbird Trail to Dobbins Road
Central Avenue	Dobbins Road to Vineyard Road
Central Avenue	Pioneer Street to Watkins Street
Central Avenue	Orange Drive to Northern Avenue
Chandler Boulevard	Marketplace Way to 34th Street
Deer Valley Drive	600 Feet West of 27th Avenue to 0.25 Miles East of 19th Avenue
Deer Valley Drive	600 Feet West of 16th Street to 56th Street
Desert Foothills Parkway	Pecos Road to Chandler Boulevard
Desert Peak Parkway	Lieber Place to Cave Creek Road
Dobbins Road	From West City Limit to 1,320 Feet +/- East
Dobbins Road	23rd Avenue to Central Avenue
Dunlap Avenue	43rd Avenue to 7th Avenue (Except where noted in Table B1 of this section)
Durango Street	35th Avenue to Black Canyon Freeway
Elliot Road	2,085 Feet +/- West of 59th Avenue to 51st Avenue
Elliot Road	46th Street to 51st Street
Elwood Street	7th Street to 16th Street
Galvin Parkway	Van Buren Street to 100 Feet +/- North of East Papago Park (Zoo Entrance)
Gavilan Peak Parkway	800 Feet +/- West of 33rd Lane to Cloud Road
Glendale Avenue	43rd Avenue to 21st Street

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Grand Avenue	21st Avenue to 19th Avenue
Greenway Parkway	500 Feet West of 7th Avenue to 3rd Avenue (Except where noted in Table B2 of this section)
Greenway Parkway	Cave Creek Road to Greenway Road
Greenway Road	51st Avenue to 19th Avenue
Greenway Road	Greenway Parkway to 300 Feet East of 30th Street
Greenway Road	52nd Street to 500 Feet East of 60th Street
Happy Valley Road	35th Avenue to Black Canyon Freeway
Indian School Road	67th Avenue to 27th Avenue
Indian School Road	20th Street to 45th Street
Indian School Road	48th Street to 60th Street
Jomax Road	Black Canyon Freeway to Norterra Parkway
Liberty Lane	13th Way to 24th Street
Lincoln Drive	21st Street to 800 Feet East of Ocotillo Road
Lower Buckeye Road	103rd Avenue to 300 Feet +/- West of 99th Avenue
Lower Buckeye Road	300 Feet +/- East of 99th Avenue to 95th Avenue
Lower Buckeye Road	27th Avenue to 22nd Avenue
Maricopa Freeway Frontage Roads	23rd Avenue to 16th Street
McDowell Road	43rd Avenue to 27th Avenue
McDowell Road	32nd Street to 52nd Street
Mountain Parkway	Chandler Boulevard to Ray Road

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Norterra Parkway	Jomax Road to North Valley Parkway
Northern Avenue	43rd Avenue to SR-51
North Valley Parkway	Jomax Road to 30th Avenue
North Valley Parkway	800 Feet +/- West of 33rd Lane to 33rd Lane
Peoria Avenue	43rd Avenue to 19th Avenue
Pyramid Peak Parkway (Southbound)	67th Avenue to City Limits
Pyramid Peak Parkway (Northbound)	67th Avenue to 1,900 Feet +/- North of Brookhart Way
Ray Road	Chandler Boulevard to Interstate 10 (Except where noted in Table A1 of this section)
Rose Garden Lane	Cave Creek Road to 32nd Street
Shea Boulevard	32nd Street to 450 Feet East of 40th Street
Southern Avenue	39th Avenue to 31st Avenue
Southern Avenue	19th Avenue to 7th Avenue
Southern Avenue	7th Street to 24th Street
Thomas Road	800 Feet West of 59th Avenue to Grand Avenue
Thomas Road	32nd Street to 56th Street
Thunderbird Road	31st Avenue to Coral Gables Drive
Thunderbird Road	38th Place to Scottsdale Road
Union Hills Drive	27th Avenue to 19th Avenue
Union Hills Drive	7th Street to 20th Street

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

University Drive	Wood Street to 48th Street
Van Buren Street	67th Avenue to 200 Feet West of 63rd Avenue
Van Buren Street	39th Avenue to 35th Avenue
Van Buren Street	44th Street to 56th Street
Warner-Elliot Loop	4600 East Elliot Road to 578 Feet East of Wakial Loop
Washington Street	24th Street to 34th Street
7th Avenue	Baseline Road to Magnolia Street
7th Avenue	Missouri Avenue to Dunlap Avenue
7th Avenue	Bell Road to Union Hills Drive
7th Avenue	Rose Garden Lane to Deer Valley Drive
7th Street	Baseline Road to Lincoln Street
7th Street	Missouri Avenue to Butler Drive
7th Street	Cinnabar Avenue to 400 Feet North of Peoria Avenue
7th Street	Thunderbird Road to 600 Feet North of Bell Road
16th Street	Baseline Road to the Maricopa Freeway
16th Street	Bethany Home Road to Northern Avenue
19th Avenue	Southern Avenue to Buckeye Road
19th Avenue	Grand Canal to Glendale Avenue
19th Avenue	Northern Avenue to Evans Drive
24th Street	Pecos Road to Chandler Boulevard

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

24th Street	Baseline Road to Buckeye Road
24th Street	Indian School Road to Montebello Avenue
27th Avenue	Baseline Road to 500 Feet +/- North
27th Avenue	Van Buren Street to Northern Avenue
32nd Street	Baseline Road to Wood Street
32nd Street	Van Buren Street to the Arizona Canal
32nd Street	Mountain View Road to Bell Road
32nd Street	Beardsley Road to Rose Garden Lane
35th Avenue	Dobbins Road to South Mountain Avenue
35th Avenue	Baseline Road to Broadway Road
35th Avenue	Lower Buckeye Road to Van Buren Street
35th Avenue	Encanto Boulevard to Bell Road
35th Avenue	Union Hills Drive to Beardsley Road
40th Street	Pecos Road to Chandler Boulevard
40th Street	800 Feet South of Roeser Road to University Drive
40th Street	Washington Street to McDowell Road
40th Street (Northbound)	Shea Boulevard to Mercer Lane
40th Street	Mercer Lane to Union Hills Drive
40th Street	Deer Valley Drive to Pinnacle Peak Road
43rd Avenue	Buckeye Road to Glendale Avenue

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

43rd Avenue	Thunderbird Road to Beardsley Road
43rd Avenue	Pinnacle Peak Road to Happy Valley Road
44th Street	Washington Street to McDonald Drive
48th Street	Chandler Boulevard to Piedmont Road
51st Avenue	0.5 Miles South of Lower Buckeye Road to Lower Buckeye Road
51st Avenue	Roosevelt Street to Camelback Road
51st Avenue	250 Feet South of Cactus Road to Union Hills Drive
51st Avenue	Pinnacle Peak Road to Happy Valley Road
52nd Street	Van Buren Street to McDowell Road
56th Street	Shea Boulevard to Bell Road
56th Street	Central Arizona Project Canal to Deer Valley Drive
59th Avenue	Dobbins Road to South Mountain Avenue
59th Avenue	Roosevelt Street to Camelback Road
64th Street	Cactus Road to Bell Road
67th Avenue	400 Feet +/- South of Elwood Street to Camelback Road
67th Avenue	Happy Valley Road to Pyramid Peak Parkway
75th Avenue	Baseline Road to Vineyard Road
75th Avenue	0.25 Miles South of Thomas Road to Devonshire Avenue
83rd Avenue	Van Buren Street to Papago Freeway
91st Avenue	McDowell Road to Indian School Road

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

99th Avenue	0.5 Miles South of Lower Buckeye Road to Durango Street
107th Avenue	Indian School Road to Camelback Road

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Baseline Road	55th Avenue to 51st Avenue
Baseline Road	27th Avenue to 7th Avenue
Baseline Road	7th Street to 48th Street
Beardsley Road (Frontage Roads)	27th Avenue to 20th Street
Beardsley Road Frontage Road (Westbound)	27th Avenue to 51st Avenue
Beardsley Road Frontage Road (Eastbound)	51st Avenue to 37th Avenue
Bell Road	51st Avenue to 19th Avenue
Bell Road	12th Street to 0.25 Miles West of Cave Creek Road
Bell Road	1,500 Feet East of 40th Street to Scottsdale Road
Black Canyon Frontage Road	Van Buren Street to Thomas Road
Black Canyon Frontage Road (Northbound)	Cactus Road to Greenway Road
Black Canyon Frontage Road (Southbound)	Union Hills Drive to MP 213.34 (North of Bell Road)
Black Canyon Frontage Road (Southbound)	Bell Road to Mountain View Road Frontage Road (Alignment)
Broadway Road	107th Avenue to 99th Avenue

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Broadway Road	27th Avenue to 19th Avenue
Broadway Road	32nd Street to 48th Street
Buckeye Road	71st Avenue to 39th Avenue
Cactus Road	51st Avenue to 39th Avenue
Camelback Road	113th Avenue to 99th Avenue
Carefree Highway	4700 West to 3900 West
Carefree Highway	700 Feet East of 33rd Avenue to 0.5 Miles East of Via Tramonto
Cave Creek Road	Peoria Avenue to Marco Polo Road
Cave Creek Road	Rose Garden Lane to Pinnacle Peak Road
Cave Creek Road (Southbound)	Pinnacle Peak To 660 Feet +/- North of Quiet Hollow Lane
Cave Creek Road	Peak View Road to Westland Road
Chandler Boulevard (Eastbound)	19th Avenue to 15th Avenue
Chandler Boulevard	15th Avenue to Marketplace Way
Chandler Boulevard	34th Street to Interstate 10
Deer Valley Drive	35th Avenue to 600 Feet West of 27th Avenue
Deer Valley Drive	0.25 Miles East of 19th Avenue to 600 Feet West of 16th Street
Dixileta Drive	Tatum Boulevard to 52nd Street
Dobbins Road	1,320 Feet +/- East of City Limit to 200 Feet +/- West of 56th Glen
Dobbins Road	0.25 Miles West of 35th Avenue to 33rd Avenue

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Dobbins Road	27th Avenue to 23rd Avenue
Dove Valley Road	16th Avenue to Sonoran Desert Drive
Dynamite Boulevard	Cave Creek Road to 40th Street
Grand Avenue	43rd Avenue to 21st Avenue
Greenway Parkway	17th Drive to 500 Feet West of 7th Avenue
Greenway Parkway	3rd Avenue to Cave Creek Road
Greenway Road	19th Avenue to 17th Drive
Greenway Road	300 Feet East of 30th Street to 52nd Street
Greenway Road	500 Feet East of 60th Street to Scottsdale Road
Happy Valley Road	67th Avenue to 35th Avenue
Happy Valley Road	Black Canyon Freeway to 15th Avenue
Happy Valley Road	7th Avenue to 7th Street
Indian School Road	99th Avenue to 67th Avenue
Jomax Road	Norterra Parkway to 19th Avenue
Lincoln Drive	800 Feet East of Ocotillo Road to 32nd Street
Lone Mountain Road	56th Street to 63rd Street
Lower Buckeye Road	95th Avenue to 83rd Avenue
Lower Buckeye Road	79th Avenue to 75th Avenue
Lower Buckeye Road	67th Avenue to 27th Avenue
Mayo Boulevard	Tatum Boulevard to Scottsdale Road

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

McDowell Road	83rd Avenue to 43rd Avenue
McDowell Road	52nd Street to 1,350 Feet East of 52nd Street
McDowell Road	1,575 Feet West of Galvin Parkway to 64th Street
New River Road	1.0 Mile Southwest of Black Canyon Freeway to Black Canyon Freeway
Pinnacle Peak Road	55th Avenue to 19th Avenue
Pinnacle Peak Road	Cave Creek Road to Tatum Boulevard
Shea Boulevard	450 Feet East of 40th Street to 64th Street
Sonoran Desert Drive	Dove Valley Road to Cave Creek Road
Southern Avenue	59th Avenue to 51st Avenue
Southern Avenue	31st Avenue to 19th Avenue
Southern Avenue	24th Street to 48th Street
Tatum Boulevard	Mockingbird Lane to Pinnacle Peak Road
Tatum Boulevard	Prickly Pear Trail to Cave Creek Road
Thomas Road	99th Avenue to 800 Feet West of 59th Avenue
Thunderbird Road	51st Avenue to 31st Avenue
Thunderbird Road	Coral Gables Drive to 1,400 Feet East of 7th Street
Thunderbird Road	18th Street to Cave Creek Road
Union Hills Drive	51st Avenue to 27th Avenue
Union Hills Drive	19th Avenue to 7th Street
Union Hills Drive	20th Street to Tatum Boulevard

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Van Buren Street	83rd Avenue to 67th Avenue
Van Buren Street	200 Feet West of 63rd Avenue to 39th Avenue
Van Buren Street	56th Street to 508 Feet East of Project Drive
Washington Street	34th Street to 56th Street
7th Avenue	Union Hills Drive to Rose Garden Lane
7th Street	400 Feet North of Peoria Avenue to Thunderbird Road
7th Street	600 Feet North of Bell Road to Happy Valley Road
19th Avenue	Dobbins Road to Southern Avenue
19th Avenue	Evans Drive to Jomax Road
24th Street	Baseline Road to Roeser Road
24th Street	Montebello Avenue to Lincoln Drive
27th Avenue	Southern Avenue to Broadway Road
29th Avenue	Pinnacle Peak Road to Happy Valley Road
32nd Street	Arizona Canal to Lincoln Drive
32nd Street	Bell Road to Beardsley Road
35th Avenue	200 Feet South of Elliot Road to Dobbins Road
35th Avenue	Baseline Road to 500 Feet +/- North
35th Avenue	Broadway Road to Lower Buckeye Road
35th Avenue	Bell Road to Union Hills Drive
35th Avenue	Beardsley Road to Pinnacle Peak Road

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

40th Street	Baseline Road to 800 Feet South of Roeser Road
43rd Avenue	South Mountain Avenue to Southern Avenue
43rd Avenue	Lower Buckeye Road to Buckeye Road
43rd Avenue	Glendale Avenue to Thunderbird Road
48th Street	Baseline Road to Southern Avenue
51ST AVENUE	DOBBINS ROAD TO BASELINE ROAD
51st Avenue	Baseline Road to Roosevelt Street
51st Avenue	Union Hills Drive to Beardsley Road
59th Avenue	Elliot Road to Dobbins Road
59th Avenue	Buckeye Road to Roosevelt Street
75th Avenue	Broadway Road to Van Buren Street
75th Avenue	Roosevelt Street 0.25 miles South of Thomas Road
75th Avenue	Devonshire Avenue to Camelback Road
83rd Avenue	Broadway Road to Elwood Street
83rd Avenue	Papago Freeway to Camelback Road
91st Avenue	Elwood Street to Buckeye Road
91st Avenue	Indian School Road to Camelback Road
99th Avenue	Durango Street to Buckeye Road

Table E. Prima Facie Speed Limit 50 Miles Per Hour at All Times.

Table E. Prima Facie Speed Limit 50 Miles Per Hour at All Times.

Black Canyon Freeway Frontage Road (Northbound)	Greenway Road to Bell Road
Black Canyon Freeway Frontage Road	Union Hills Drive to Pinnacle Peak Road
Black Canyon Freeway Frontage Roads	Happy Valley Road to Interstate 17 Mile Post No. 220.82 (South of Dixileta Drive Alignment)
Broadway Road	99th Avenue to 91st Avenue
Buckeye Road	75th Avenue to 71st Avenue
Cave Creek Road (Northbound)	Pinnacle Peak Road to 660 Feet +/- North Of Quiet Hollow Lane
Cave Creek Road	660 Feet +/- North of Quiet Hollow Lane To Peak View Road
Dobbins Road	43rd Avenue to 0.25 Miles West of 35th Avenue
El Mirage Road	0.25 Miles South of Camelback Road to 0.50 Miles North of Camelback Road
Lower Buckeye Road	107th Avenue to 103rd Avenue
Lower Buckeye Road	83rd Avenue to 79th Avenue
Lower Buckeye Road	75th Avenue to 71st Avenue
McDowell Road	1,350 Feet East of 52nd Street to 1,575 Feet West of Galvin Parkway
New River Road	Cloud Road to 1.0 Mile Southwest of Black Canyon Freeway
Pinnacle Peak Road	51st Avenue to 43rd Avenue
Pinnacle Peak Road	Cave Creek Road to Tatum Boulevard
Pinnacle Peak Road	Tatum Boulevard to Scottsdale Road

Table E. Prima Facie Speed Limit 50 Miles Per Hour at All Times.

Tatum Boulevard	Pinnacle Peak Road to Prickly Pear Trail
Thunderbird Road	1,400 Feet East of 7th Street to 18th Street
51st Avenue	Dobbins Road to Baseline Road
51st Avenue	Estrella Drive to Olney Avenue
59th Avenue	Broadway Road to Durango Street Alignment
75th Avenue	Van Buren Street to Roosevelt Street
83rd Avenue	Elwood Street to Buckeye Road
91st Avenue	1.56 Miles South of Broadway Road to 0.5 Miles South of Broadway Road
99th Avenue	Indian School Road to Camelback Road
99th Avenue	0.25 Miles North of Broadway Road to 0.5 Miles South of Lower Buckeye Road

Table F. Prima Facie Speed Limit 55 Miles Per Hour at All Times.

Carefree Highway	6600 West to 4700 West
Carefree Highway	1,200 Feet East of 33rd Avenue to 0.5 Miles East of Via Tramanto

G. Parks.

1. North Mountain Park.

a. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

North Mountain Park Drive	Entire Length
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2. Papago Park.

- a. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

All roadways except Galvin Parkway.

- 3. Pecos Park.

- a. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

All roadways within park boundary.

- 4. South Mountain Park.

- a. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

All roadways within park boundary.

- 5. Squaw Peak Park.

- a. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Squaw Peak Road	Squaw Peak Park Boundary to End of Road Within Squaw Peak Park
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- H. Sky Harbor Airport.

- 1. Prima Facie Speed Limit 15 Miles Per Hour at All Times.

Sky Harbor Boulevard (North and South Roadway)	Between Terminal Curb and Sky Harbor Boulevard Median on All Terminals 2 and 3 and on Level 1 of Terminal 4
Sky Harbor Boulevard (North and South Roadway)	All Ticketing/Check-in Lanes on Level 2 of Terminal 4

- 2. Prima Facie Speed Limit 20 Miles Per Hour at All Times.

Sky Harbor Boulevard (South Roadway)	4,400 Feet East of 24th Street to 6,300 Feet East of 24th Street
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- 3. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

Sky Harbor Boulevard (North and South Roadway)	All Ramps, Entries and Exits for All Ticketing/Check-in and Baggage Claim Lanes at Terminals 3 and 4
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- 4. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Sky Harbor Boulevard (South Roadway)	3,000 Feet East of 24th Street to 4,400 Feet East of 24th Street
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5. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Sky Harbor Boulevard (North and South Roadway)	Between 24th Street and SR 143, Except as Provided in the Prior Subsections
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ATTACHMENT B

SUMMARY OF CHANGES IN CITY OF PHOENIX SPEED LIMITS AMENDING SECTION 36-158, SCHEDULE I - LOCAL SPEED LIMITS

Prima Facie Speed Limit **30 mph** at all times

Street Changed	Segment Changed	Reason for Change	Council District
Sky Crossing Way	Deer Valley Road to 33 rd Street	New construction, not in previous ordinance.	2
32 nd Street	Deer Valley Road to Sky Crossing Way	New construction, not in previous ordinance.	2

Prima Facie Speed Limit **40 mph** at all times

Street Changed	Segment Changed	Reason for Change	Council District
Southern Avenue	39 th Ave to 31 st Ave	Record keeping, not in previous ordinance. Lowering to 40 mph from 45 mph.	2

Prima Facie Speed Limit **45 mph** at all times

Street Changed	Segment Changed	Reason for Change	Council District
51 ST Avenue	Baseline Road to Broadway Road	Record keeping, not in previous ordinance. Lowering to 45 mph from 50 mph.	7 and 8

Note: All speed limit changes were recommended based on a traffic study and approved by a Traffic Engineer.

ATTACHMENT C

SUMMARY OF PROPOSED CHANGES IN CITY OF PHOENIX SPEED LIMITS

Prima Facie Speed Limit **35 mph** at all times

Street Changed	Segment Changed	Reason for Change	Council District
Central Ave	Orange Drive to Northern Avenue	Traffic Study conducted, recommend lowering to 35 mph from 40 mph.	6

Prima Facie Speed Limit **45 mph** at all times

Street Changed	Segment Changed	Reason for Change	Council District
Pinnacle Peak Rd	Cave Creek Road to Tatum Boulevard	Traffic study conducted, recommend lowering to 45 mph from 50 mph.	2



Request to Discontinue Dockless Bikeshare Program (Ordinance G-6590)

Request to authorize the City Manager, or his designee, to discontinue the current Dockless Bikeshare Program.

Summary

The City Council adopted an ordinance on July 5, 2018 to allow the operation of a Dockless Bikeshare Program. The intent of this Program is to enhance safe multi-modal transportation within the City of Phoenix jurisdictional limits. In addition to its ordinance adoption, the City Council also included a requirement that by Feb. 1, 2019, dockless bikeshare companies would need to implement bike 'lock-to' mechanisms in order to be parked and locked to a fixed object.

Staff developed the Dockless Bikeshare Program by facilitating multiple stakeholders' meetings, researching industry standards, and other municipalities' best practices. The Program includes four key components: safety, parking, operations, and data sharing. After developing the application and permit, and securing a vendor to collect any potential abandoned bikes, the Program was finalized and open to receive applications.

Although the Program has been open for more than four months, no vendor has chosen to apply. Staff contacted potential bikeshare vendors to inquire if any were interested in submitting a Program application. The vendors' representatives expressed that the shared active transportation industry had changed drastically and the market demand for dockless bikeshare had diminished. They explained that there is no longer interest in expanding dockless bikeshare into new market areas because of increased demand for shared electric scooters.

Concurrence/Previous Council Action

- City Council approved the Dockless Bikeshare Program (Ordinance G-6474) at the July 5, 2018 Formal City Council Meeting.
- On April 23, 2019, the Aviation and Transportation Subcommittee recommended that the program be discontinued by a vote of 2-0.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Street Transportation Department.



59th Avenue Sanitary Sewer South of Baseline Road - Construction Manager at Risk Preconstruction Services - WS90500286 (Ordinance S-45629)

Request to authorize the City Manager, or his designee, to enter into an agreement with Achen-Gardner Construction, LLC (Achen-Gardner) to provide Construction Manager at Risk (CMAR) Preconstruction Services for the 59th Avenue Sanitary Sewer South of Baseline Road project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$100,000.

Summary

The purpose of this project is to replace the existing 15-inch sewer located on the west side of 59th Avenue with a new 24-inch sewer. The new sewer will start at the intersection of Dobbins and 59th Avenue, travel north on 59th Avenue approximately 4,700 feet, and will tie into the existing 24-inch sewer just before the Laveen Area Conveyance Channel crossing, approximately 950 feet south of Baseline Road.

Achen-Gardner will begin in an agency support role for CMAR Preconstruction Services. Achen-Gardner will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) agreement.

Achen-Gardner's services include, but are not limited to: providing detailed cost estimating and identification of marketplace conditions; planning and scheduling project construction phases to minimize interruption to City operations; evaluating alternate systems; providing constructability studies; advising on potential efficiencies in project delivery; performing and initiating long-lead studies and procurements; and assisting in permitting processes. A Small Business Enterprise goal will be established for this project upon substantial completion of Preconstruction Services and prior to the start of construction.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received

or the scoring results until an agreement is awarded. Four firms submitted proposals and are listed below:

Selected Firm

Rank 1: Achen-Gardner Construction, LLC

Additional Proposers

Rank 2: B & F Contracting, Inc.

Rank 3: PCL Construction, Inc.

Rank 4: Action Direct LLC dba Redpoint Contracting

Contract Term

The term of the agreement is one year from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for Achen-Gardner Construction, LLC will not exceed \$100,000, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action

The City Council approved:

- Design Agreement 144031 (Ordinance S-43046) on Nov. 30, 2016.

Location

Intersection of Dobbins and 59th Avenue

Council District: 8

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



South Mountain Freeway Water and Sewer Design Review and Construction Inspection Oversight - Engineering Services Amendment 2 - WS85500445 and WS90500294 (Ordinance S-45632)

Request to authorize the City Manager, or his designee, to execute Amendment 2 to Agreement 144294 with Wilson Engineers, LLC, and execute Amendment 2 to Agreement 144295 with Brown and Caldwell, Inc., to provide additional Engineering Services that include design review and construction inspection oversight services for the South Mountain Freeway (SR202L) Water and Sewer Design Review and Construction Inspection Oversight project. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The additional fee for services included in these amendments will not exceed \$442,000 for Wilson Engineers, LLC and \$394,000 for Brown and Caldwell, Inc., for a total value of \$836,000.

Summary

The purpose of the project is to relocate existing City water and sewer infrastructure associated with the construction of South Mountain Freeway (SR202L). The project includes relocation of approximately 23,000 linear feet of various sized water mains, 9,000 linear feet of various sized sewer mains, and installation of water distribution and transmission mains, with associated appurtenances and portions of the sewer collection system. The Arizona Department of Transportation (ADOT) is managing Design Services separately.

These amendments are necessary because Wilson Engineers, LLC and Brown and Caldwell, Inc. have encountered several factors with more significant impact than anticipated. Amendment 2 further addresses utility relocation design that has fallen behind the original schedule and the design review packages that required additional reviews which were not originally anticipated. ADOT's freeway contractor also experienced considerable challenges meeting the schedule and completing construction work for water and sewer relocation associated with the freeway project. Additionally, Wilson Engineers, LLC's and Brown and Caldwell, Inc.'s level of involvement with field work and inspection hours has been higher than was anticipated. Due to these issues, Wilson Engineers, LLC and Brown and Caldwell, Inc.

have expended funding quicker than expected. These amendments will provide additional funds to the agreements.

Contract Term

The term of these agreement amendments will add an additional 90 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

- The initial agreements for Design Review and Construction Inspection Oversight Services for Wilson Engineers, LLC and Brown and Caldwell, Inc. were executed for a fee not to exceed \$900,000 each, including all subconsultant and reimbursable costs.
- Amendment 1 increased the agreement value by \$759,642 for Wilson Engineers, LLC and \$375,000 for Brown and Caldwell, Inc., including all subconsultant and reimbursable costs.
- Amendments 2 will increase the agreement by an additional \$442,000 for Wilson Engineers, LLC and \$394,000 for Brown and Caldwell, Inc., for a new total not-to-exceed agreement value of \$2,101,642 for Wilson Engineers, LLC and \$1,669,000 for Brown and Caldwell, Inc., including all subconsultant and reimbursable costs.

Funding for these amendments is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action

The City Council approved:

- Design Review and Construction Inspection Oversight Services Agreement 144294 (Ordinance S-43146) on Jan. 11, 2017 (Wilson Engineers, LLC).
- Design Review and Construction Inspection Oversight Services Agreement 144295 (Ordinance S-43146) on Jan. 11, 2017 (Brown and Caldwell, Inc.).
- Design Review and Construction Inspection Oversight Services Agreement 144294 Amendment 1 (Ordinance S-45164) on Dec. 5, 2018 (Wilson Engineers, LLC).
- Design Review and Construction Inspection Oversight Services Agreement 144295 Amendment 1 (Ordinance S-45162) on Dec. 5, 2018 (Brown and Caldwell, Inc.).

Location

State Route 202 South Mountain Freeway: Interstate 10 - 59th Avenue to South Pecos Road

Council Districts: 6, 7, 8, and Out of City

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



Lift Station 40 Force Main Rehabilitation - Construction Manager at Risk Construction Services - WS90501000 (Ordinance S-45640)

Request to authorize the City Manager, or his designee, to enter into an agreement with B & F Contracting, Inc., to provide Construction Manager at Risk (CMAR) Construction Services for the Lift Station 40 Force Main Rehabilitation project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$10.1 million.

Summary

The purpose of this project is to rehabilitate the Lift Station 40 force main in accordance with the Lift Station 40 Ahwatukee Force Main Condition Assessment Report dated June 2016 and the subsequent rehabilitation design dated February 2019. The force main conveys wastewater from Lift Station 40 near I-10 and Ray Road to a discharge structure near Guadalupe Road and I-10. The force main has three 24-inch-diameter ductile iron pipes. A 2016 condition assessment report concluded the entire length of the oldest force main pipe, and portions of the other two pipes, were in need of rehabilitation.

B & F Contracting, Inc.'s initial services will include preparation of a Guaranteed Maximum Price (GMP) proposal for the Construction Services provided under the agreement and participating with the City in a process to establish a Small Business Enterprise (SBE) goal for the project. B & F Contracting, Inc. will be responsible for construction means and methods related to the project and fulfilling the SBE program requirements. B & F Contracting, Inc. will be required to solicit bids from prequalified subcontractors and to perform the work using the City's subcontractor selection process. B & F Contracting, Inc. may also compete to self-perform limited amounts of work.

B & F Contracting Inc.'s services include, but are not limited to: cost estimating; project planning and scheduling; providing alternate systems evaluation and constructability studies, advise on ways to gain efficiencies in project delivery; long-lead procurement; and assist with permitting process. A Small Business Enterprise goal will be

established for this project upon substantial completion of preconstruction services and prior to the start of construction.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes. Scoring and selection were made in conjunction with the CMAR Preconstruction Services selection process.

Contract Term

The term of the agreement is 1,200 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for B & F Contracting, Inc. will not exceed \$10.1 million, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action

The City Council approved:

- Preconstruction Services Agreement 147304 (Ordinance S-44463) on April 18, 2018.

Location

The project is located in the area of 50th Street and Ray Road.

Council District: 6

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



**After-hours Answering and Dispatching Services - Contract Amendment
(Ordinance S-45642)**

Request to authorize the City Manager, or his designee, to amend Contract 146602 with Contact One Call Center, Inc. to provide new after-hours answering and dispatching services necessary for the Water Services and Planning and Development departments, in addition to the existing services provided to the Street Transportation and Public Works departments. The total amount of the amendment shall not exceed \$169,500 over the remaining life of the contract. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The City has a contract with Contact One Call Center, Inc. to answer after-hours calls and dispatch City employees to respond to emergency and non-emergency issues occurring on nights, weekends, and holidays for the Street Transportation and Public Works departments. These calls include but are not limited to: traffic signal outages/malfunctions at intersections; debris blocking the roadways or sidewalks; plumbing; electrical; and HVAC issues. The requested amendment will maintain and modify existing services provided. This request includes an amendment to add a telephone line for construction noise calls related to the Street Transportation, Water Services, and Planning and Development departments. The current contract will expire on Dec. 31, 2019, with options to extend up to three additional years.

Procurement Information

The original contract was procured in accordance with Administrative Regulation 3.10, for the purpose of answering after-hour calls for the Street Transportation and Public Works departments. The purpose of this amendment is to include the Water Services and Planning and Development departments to provide an answering service for after-hours calls regarding construction noise.

Contract Term

The original term of the contract is from Jan. 1, 2018 through Dec. 31, 2019 with three options to extend the contract one year each. The first contract option will begin on or about Jan. 1, 2020.

Financial Impact

The original contract amount was \$137,000. The contract amendment and extension amount is \$169,500, making the aggregate contract value amount not to exceed \$306,500. Funds are available in the Street Transportation, Public Works, Water Services and Planning and Development department's budgets.

Concurrence/Previous Council Action

The original contract (S-44087) was approved by City Council on Nov. 29, 2017, and authorized exercising contract options as necessary.

Responsible Department

This item is submitted by Deputy City Managers Mario Paniagua and Karen Peters, and the Street Transportation, Planning and Development, and Water Services departments.



Water Main Replacement - Area Bounded by Indian Bend Road to Mockingbird Lane, 60th Street to Scottsdale Road - Engineering Services - WS85509054 (Ordinance S-45635)

Request to authorize the City Manager, or his designee, to enter into an agreement with Entellus, Inc., to provide Engineering Services that include design and possible construction administration and inspection services for the Water Main Replacement Area Bounded By (ABB) Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$1,430,000.

Additionally, request to authorize the City Manager, or his designee, to take all action deemed necessary to execute all utilities-related design and construction agreements, licenses, permits, and requests for utility services related to the development, design and construction of the project and to include disbursement of funds. Utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunication, cable television, railroads and other modes of transportation. This authorization excludes any transaction involving an interest in real property.

Summary

The purpose of this project is to construct approximately 50,000 linear feet of new 4-inch to 8-inch water mains throughout the area bounded by Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road. Also included are installation of approximately 225 service taps and 23 new fire hydrants.

Entellus, Inc.'s services include, but are not limited to: data collection and field survey; preparation of base map and initial design; utility coordination; preparation of preliminary, pre-final, and final plans; preparation of special provisions as necessary; preparation of preliminary and final construction cost estimates; assistance during the Construction Manager at Risk bidding process, coordination with public relations personnel for design-phase public outreach; and construction administration and inspection services.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Nine firms submitted proposals and are listed below.

Selected Firm

Rank 1: Entellus, Inc.

Additional Proposers

Rank 2: GHD, Inc.

Rank 3: Sunrise Engineering, Inc.

Rank 4: Project Engineering Consultants, Ltd.

Rank 5: Ritoch Powell & Associates

Rank 6: Wood, Patel & Associates, Inc.

Rank 7: Michael Baker International, Inc.

Rank 8: Kimley-Horn & Associates, Inc.

Rank 9: Engineering and Environmental Consultants, Inc.

Contract Term

The term of the agreement is two years from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for Entellus, Inc. will not exceed \$1,430,000, including all subconsultant and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to the agreement limits for all rendered agreement services, which may extend past the agreement termination.

Location

Projects are located in the ABB: Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road

Council District: Out of City

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



Water Main Replacement - Area Bounded by Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road - Construction Manager at Risk Preconstruction Services - WS85509054 (Ordinance S-45638)

Request to authorize the City Manager, or his designee, to enter into an agreement with B & F Contracting, Inc., to provide Construction Manager at Risk (CMAR) Preconstruction Services for the Water Main Replacement Area Bounded By (ABB) Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$154,500.

Summary

The purpose of this project is to construct approximately 50,000 linear feet of new 4-inch to 8-inch water mains throughout the area bounded by Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road. Also included is installation of approximately 25 service taps, 23 new fire hydrants, and 26 cut and plugs.

B & F Contracting, Inc. will begin in an agency support role for CMAR Preconstruction Services. B & F Contracting, Inc. will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) agreement.

B & F Contracting Inc.'s services include, but are not limited to: cost estimating; project planning and scheduling; provide alternate systems evaluation and constructability studies, advise on ways to gain efficiencies in project delivery; long-lead procurement; subsurface utility excavation; and assist with permitting process. A Small Business Enterprise goal will be established for this project upon substantial completion of Preconstruction Services and prior to the start of construction.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Six firms submitted proposals

and are listed below.

Selected Firm

Rank 1: B & F Contracting, Inc.

Additional Proposers

Rank 2: Achen-Gardner Construction, LLC

Rank 3: Hunter Contracting Co.

Rank 4: Haydon Building Corp.

Rank 5: PCL Construction, Inc.

Rank 6: Action Direct LLC dba Redpoint Contracting

Contract Term

The term of the agreement is two years from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for B & F Contracting, Inc. will not exceed \$154,500, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Location

Projects are located in the area bounded by: Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road

Council District: Out of City

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



Water Main Replacement - Area Bounded by Camelback Road to Missouri Avenue and 12th Street to 16th Street - Construction Manager at Risk Construction Services - WS85509015 (Ordinance S-45645)

Request to authorize the City Manager, or his designee, to enter into an agreement with TALIS Construction Corporation (TALIS) to provide Construction Manager at Risk (CMAR) Construction Services for the Water Main Replacement Area Bounded By (ABB) Camelback Road to Missouri Avenue and 12th Street to 16th Street project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$6,010,000.

Summary

The purpose of this project is to replace aging water mains in the area bounded by Camelback Road to Missouri Avenue and 12th Street to 16th Street. The program focus is on water mains in alleys and easements which historically have high break rates and are difficult to repair. Work typically includes installing new 2-inch to 12-inch water mains, plugging abandoned mains, and installing or relocating fire hydrants. Coordination with City staff and plumbing contractors regarding relocation of water services may be required.

TALIS's initial services will include preparation of a Guaranteed Maximum Price (GMP) proposal for the Construction Services provided under the agreement and participating with the City in a process to establish a Small Business Enterprise (SBE) goal for the project. TALIS will be responsible for construction means and methods related to the project and fulfilling the SBE program requirements. TALIS will be required to solicit bids from prequalified subcontractors and to perform the work using the City's subcontractor selection process. TALIS may also compete to self-perform limited amounts of work.

TALIS's services include, but are not limited to: installation of approximately 25,000 feet of new water main, 35 fire hydrants, and 324 service taps; abandonment of existing water mains including associated equipment such as valves and fire hydrants; disinfection and flushing of the pipeline prior to startup; traffic control; roadway

restorations, public outreach assistance; arrange for procurement of materials and equipment; and coordinate with City staff, public relations personnel, plumbing contractors, utility companies and other agencies.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes. Scoring and selection were made in conjunction with the CMAR Preconstruction Services selection process.

Contract Term

The term of the agreement is 485 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for TALIS will not exceed \$6,010,000, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action

The City Council approved:

- Design Phase Services Agreement 146351 (Ordinance S-44045) on Nov. 15, 2017.

Location

Projects are located in the area bounded by: Camelback Road to Missouri Avenue and 12th Street to 16th Street

Council District: 6

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



Water Main Replacement - Area Bounded by Harrison Street to Van Buren Street and 27th Avenue to 23rd Avenue - Construction Manager at Risk Construction Services - WS85509032 (Ordinance S-45653)

Request to authorize the City Manager, or his designee, to enter into an agreement with Haydon Building Corp. (Haydon) to provide Construction Manager at Risk (CMAR) Construction Services for the Water Main Replacement Area Bounded By: Harrison Street to Van Buren Street and 23rd Avenue to 27th Avenue project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$5,010,000.

Summary

The purpose of the project is to evaluate and replace aging water mains within the City of Phoenix. The current primary focus of the program is on water mains in alleys and easements, which historically have had high breakage rates and are difficult to repair. Work for these projects typically includes: replacing 6-inch, 8-inch and 12-inch water mains; plugging abandoned mains; and installing or relocating fire hydrants.

Haydon's initial services will include preparation of a Guaranteed Maximum Price (GMP) proposal for the Construction Services provided under the agreement and participating with the City in a process to establish a Small Business Enterprise (SBE) goal for the project. Haydon will be responsible for construction means and methods related to the project and fulfilling the SBE program requirements. Haydon will be required to solicit bids from prequalified subcontractors and to perform the work using the City's subcontractor selection process. Haydon may also compete to self-perform limited amounts of work.

Haydon's services include, but are not limited to: abandonment of existing water mains including associated equipment such as valves and fire hydrants; replacing 22,000 linear feet of water mains, 28 fire hydrants and 363 services connections; providing traffic control and roadway restorations; scheduling and managing site operations; addressing all federal, state and local permitting requirements; arranging for procurement of materials and equipment; and maintaining a safe work site for all project participants.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes. Scoring and selection were made in conjunction with the CMAR Preconstruction Services selection process.

Contract Term

The term of the agreement is 455 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for Haydon will not exceed \$5,010,000, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action

The City Council approved:

- CMAR Preconstruction Services Agreement 147303 (Ordinance S-44460) on April 18, 2018.

Location

The project is located in an area bounded by: Harrison Street to Van Buren Street and 27th Avenue to 23rd Avenue

Council District: 7

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



**Greenway/I-17 Waterline Relocation - Construction Manager at Risk
Preconstruction Services - WS85500399 (Ordinance S-45655)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Achen-Gardner Construction, LLC (Achen-Gardner) to provide Construction Manager at Risk (CMAR) Preconstruction Services for the Greenway/I-17 Waterline Relocation project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$75,000.

Summary

The purpose of this project is to relocate approximately 1,500 feet of 48-inch water transmission main located in Greenway Road and under I-17 that is in conflict with the proposed Arizona Department of Transportation storm drain improvements.

Achen-Gardner will begin in an agency support role for CMAR Preconstruction Services. Achen-Gardner will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) agreement.

Achen-Gardner's services include, but are not limited to: detailed cost estimating; project planning and scheduling; providing alternate systems evaluation and constructability studies; advising the City on ways to gain efficiencies in project delivery; providing long-lead procurement studies and initiating procurement of long-lead items; and assisting with permitting process. A Small Business Enterprise goal will be established for this project upon substantial completion of Preconstruction Services and prior to the start of construction.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Four firms submitted proposals and are listed below.

Selected Firm

Rank 1: Achen-Gardner Construction, LLC

Additional Proposer(s)

Rank 2: B & F Contracting, Inc.

Rank 3: PCL Construction, Inc.

Rank 4: Action Direct LLC dba Redpoint Contracting

Contract Term

The term of the agreement is one year from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for Achen-Gardner will not exceed \$75,000, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Location

Greenway Road between 25th and 29th avenues

Council Districts: 1 and 3

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



West Anthem Water and Wastewater Infrastructure Improvements - Design-Bid-Build Services - WS85500416 and WS90500276 (Ordinance S-45660)

Request to authorize the City Manager, or his designee, to accept Hunter Contracting Co. (Hunter) as the lowest-priced, responsive and responsible bidder and to enter into an agreement with Hunter for Design-Bid-Build Services for the West Anthem Water and Wastewater Infrastructure Improvements project. Further request to authorize the City Controller to disburse all funds related to this item. The fee for services will not exceed \$8,056,580.

Summary

The purpose of this project is to provide water and wastewater infrastructure improvements, which will require the Water Services Department to construct significant new infrastructure, including a 24-inch to 36-inch water transmission main, 18-inch sanitary sewer pipe, and butterfly valves with manholes. The new infrastructure supports water and sewer utilities in the West Anthem service area.

Hunter's services include, but are not limited to: constructing approximately 3,300 linear feet of 24-inch and 4,500 linear feet of 36-inch ductile iron water pipe and fittings, approximately 14,300 linear feet of 18-inch sanitary sewer pipe, approximately 51 sanitary sewer manholes, fire hydrant installation, corrosion monitoring, and pavement removal and replacement.

Procurement Information

The selection was made using an Invitation for Bids procurement process set forth in section 34-201 of the Arizona Revised Statutes. Eight bids were received on March 19, 2019, and were sent to the Equal Opportunity Department for review to determine subcontractor eligibility and contractor responsiveness in demonstrating responsiveness to Small Business Enterprise program requirements.

The Engineer's Estimate and the seven lowest responsive, responsible bidders are listed below:

Engineer's Estimate: \$7,844,934
Hunter Contracting Co.: \$8,056,580

Action Direct LLC dba Redpoint Contracting: \$8,866,616
T&T Construction, Inc.: \$9,136,174
Standard Construction Company, Inc.: \$9,583,324
Achen Gardner Construction LLC: \$9,949,274
B&F Contracting: \$10,157,837
Blucor Contracting, Inc.: \$11,320,155

Bidders who were deemed non-responsive are listed below:
Pulice Construction, Inc.

The bid award amount is within the total budget for this project.

Contract Term

The term of the agreement is one year from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for Hunter will not exceed \$8,056,580, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Location

The project is located along the west side of I-17 between Sheriffs Pistol Range Road and Opportunity Way.
Council District: 1

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



Intergovernmental Agreement with Arizona Department of Transportation for Purchase of PM-10 Certified Street Sweepers (Ordinance S-45678)

Request to authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) to utilize contracts solicited and established by ADOT Procurement for the purchase of three PM-10 Certified Street Sweepers through an ADOT Procurement Process. Further request the City Controller to disburse funds for full payment to the supplier by the City, and request the City Treasurer to accept reimbursement of grant funds for the PM-10 Street Sweepers from ADOT. Request a waiver for the indemnity provisions for the State, as required by City Code 42-18, under 42-20. The financial impact to City funding is not expected to exceed \$65,478 for all three street sweepers, while the remainder of the street sweeper costs will be covered by federal grant funding.

Summary

The Maricopa Association of Governments (MAG) Regional Council approved the Prioritized List of Proposed PM-10 Street Sweepers for FY 2019 Congestion Mitigation Air Quality(CMAQ) federal funds to the City to procure PM-10 Certified Street Sweepers this year. A PM-10 Certified Street Sweeper is a street sweeper that is certified by the South Coast Air Quality Management District (SCAQMD) as meeting SCAQMD Rule 1186 certification standards.

Due to additional federal requirements and the time-sensitive nature of the grant, the City has decided to participate in the ADOT procurement process in order to procure PM-10 Certified Street Sweepers. Currently, there is no City contract that meets the federal requirements specific to these street sweepers, and a new procurement process will not be completed before the MAG deadline.

Financial Impact

The financial impact to the City is not expected to exceed \$65,478 for all three sweepers. The total cost per sweeper is estimated to be \$288,932, of which \$267,106 will be reimbursed to the City with a grant award. The remaining \$21,826 per sweeper is the City's local match. Funding is available in the Street Transportation Department Capital Improvement Program budget.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Street Transportation Department.



Underwater Maintenance, Repair and Parts for Water Services Department (Ordinance S-45637)

Request to authorize the City Manager, or his designee, to enter into a contract with Arizona Commercial Diving Service, Inc., for underwater maintenance, repairs and parts for the Water Services Department's reservoir sites, water, and wastewater treatment plants for a five-year period. The aggregate value will not exceed \$2,200,000 over the life of the contract, with annual expenditures estimated at \$440,000. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Water Services Department (WSD) uses divers to perform cleaning functions for repairs and equipment replacement for infrastructure that is located underwater with minimum process interruptions. WSD is a 24/7 operation with a critical need to use diving services to reduce disruption to the treatment process that could result in serious violations of regulatory permits.

Procurement Information

In accordance with Phoenix City Code section 43-12 (A) and (B), and the City's Administrative Regulation 3.10, an Invitation for Bid (IFB) was posted on the City's solicitation website on Feb. 13, 2019. One bid was received on March 20, 2019.

Arizona Commercial Diving Services, Inc.: \$440,000 annually

Contract Term

The contract term is for five years effective July 1, 2019 through June 30, 2024.

Financial Impact

The aggregate value of the contract is not to exceed \$2,200,000, with annual expenditures estimated at \$440,000. Funding for this contract is available in the Water Services Department's operating budget.

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.



Rental of Portable Pumps and Liquid Conveyance (Ordinance S-45639)

Request to authorize the City Manager, or his designee, to enter into a contract with Capital Pump and Equipment, LLC for rental of portable pumps and liquid conveyance for the Water Production, Wastewater Collections, and Wastewater Treatment divisions of the Water Services Department for a five-year period. The aggregate value will not exceed \$700,000 over the life of the contract. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Water Services Department (WSD) requires access to 24-hour portable pump and liquid conveyance rental services, which are used to address dewatering situations that occur during the course of operations. Therefore, it is essential the City is able to rent portable pumps and liquid conveyance equipment to keep the facilities running properly. The inability to use these rental services could cause damage to WSD's infrastructure, and could cause disruption to critical treatment processes resulting in an emergency situation.

Procurement Information

In accordance with Phoenix City Code section 43-12 (A) and (B), and the City's Administrative Regulation 3.10, an Invitation for Bid (IFB) was posted on the City's solicitation website on Jan. 31, 2019. Four bids were received on March 6, 2019:

- Capital Pump and Equipment, LLC: \$250.00
- Mobile Mini Tank and Pump Solutions: \$275.00
- United Rentals: \$425.00
- Western Oilfields Supply Company: \$682.06

The Procurement Officer recommends acceptance of the bid from Capital Pump and Equipment, LLC as the most responsive and responsible bidder that is the most advantageous to the City.

Contract Term

The contract term is for five years effective July 1, 2019 through June 30, 2024. There are no options to extend the contract.

Financial Impact

The aggregate value of the contract will not exceed \$700,000, with annual expenditures estimated at \$140,000. Funding for this contract is available in the Water Services Department's operating budget.

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.



Television Scanning Services for City Wells (Ordinance S-45641)

Request to authorize the City Manager, or his designee, to enter into a contract with Well Scan Incorporated, for television scanning services of City groundwater wells for the Water Services Department Water Production division for a five-year period. The aggregate value will not exceed \$10,000 over the life of the contract. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Water Services Department requires television scanning services for groundwater wells to ensure structural integrity, as well as to proactively identify potential issues that may arise as pipe casings degrade over time.

Procurement Information

Solicitation RFQ-1819-WPP-167 was conducted in accordance with Administrative Regulation 3.10. One quote was received from Well Scan Incorporated. The quote was evaluated and found to be within budget and meets both the equipment and service requirements.

Contract Term

The contract term is for five years effective May 31, 2019 through May 30, 2024. There are no options to extend the contract.

Financial Impact

The aggregate value of the contract is not to exceed \$10,000, with annual expenditures estimated at \$2,000. Funding for this contract is available in the Water Services Department's operating budget.

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.



Purchase Wood Lath, Stakes and Miners Wedges (Ordinance S-45643)

Request to authorize the City Manager, or his designee, to enter into a contract with Moran & Sons' Lumber Company, Inc. for the supply of wood lath, stakes and miners wedges for the Water Services and Street Transportation departments for a five-year period. The aggregate value will not exceed \$20,000 over the life of the contract. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Water Services and Street Transportation departments require a supply of wood lath, stakes and miners wedges, which are used in various public projects such as hydrant maintenance and street-related work.

Procurement Information

Solicitation RFQ-1819-WDD-171 was conducted in accordance with Administrative Regulation 3.10. One quote was received from Moran & Sons' Lumber Company, Inc. The quote was evaluated and found to be within budget and meets the requirements stated within the solicitation.

Moran & Sons' Lumber Company, Inc.: \$3,763.06, plus taxes and other fees.

The Procurement Officer recommends acceptance of the quote from Moran & Sons' Lumber Company, Inc.

Contract Term

The contract term is for five years effective Sept. 1, 2019 through Aug. 31, 2024. There are no options to extend the contract.

Financial Impact

The aggregate value of the contract is not to exceed \$20,000, with annual expenditures estimated at \$4,000. Funding for this contract is available in the Water Services Department's and Street Transportation Department's operating budgets.

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua,

and the Water Services and Street Transportation departments.



Laboratory Equipment Maintenance and Repairs (Ordinance S-45644)

Request to authorize the City Manager, or his designee, to enter into a contract with Altitude Lab Solutions to provide laboratory equipment maintenance and repair for the Water Services Department. Altitude Lab Solutions will provide these services for the Environmental Services Division for a total expenditure not to exceed \$900,000. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Water Services Department Laboratory ensures that the water and wastewater systems are in compliance with Arizona Department of Health Services and National Environmental Laboratory Accreditation Conference requirements. Therefore, inspections, scheduled maintenance, and as-needed repairs are essential to keep the laboratory equipment functioning and operational.

Procurement Information

Request for Proposals (RFP) 1819-WES-124, Laboratory Equipment Maintenance and Repairs, was conducted for three groups of equipment in accordance with Administrative Regulation 3.10. The RFP included language informing offerors that the City reserved the right to make multiple contract awards. Three offers were received. All were determined to be responsive to the solicitation requirements. The maximum possible score was 1,000 points.

The proposals were scored by a three-member evaluation panel based on the following criteria:

Method of Approach: 500 points

Experience and Qualifications: 300 points

Cost of Services: 200 points

The offerors and their scores for Group III are as follows:

Altitude Lab Solutions: 785

Aglilent Technologies: 628

Full Spectrum Analytics: 589

The evaluation panel recommended acceptance of the offer from Altitude Lab Solutions as the highest scoring, responsive, and responsible offeror that is the most advantageous to the City.

Contract Term

The contract term will be for 10 years, effective on June 3, 2019, with an end date of June 2, 2029. There are no options to extend the contract.

Financial Impact

Expenditures will not exceed \$900,000 over the 10-year term of the contract. Funds are available in the Water Services Department's operating budget.

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.



Intergovernmental Agreement with Queen Creek Irrigation District for Groundwater Savings (Ordinance S-45654)

Request to authorize the City Manager, or his designee, to execute an Intergovernmental Agreement between the City of Phoenix (Phoenix) and the Queen Creek Irrigation District (QCID) to store portions of Phoenix's annual allocation of Colorado River water. This arrangement allows QCID to save groundwater and Phoenix to earn Long-Term Storage Credits; there is no financial impact to Phoenix and QCID will pay Phoenix up to \$200,000 per year under the Agreement. Further request authorization for the City Treasurer to accept all funds related to this item.

Summary

Each year Phoenix stores a portion of its Colorado River allocation in underground storage facilities and groundwater savings facilities in order to earn long-term storage credits that can be recovered in the future when Phoenix supplies are reduced by shortage. QCID is located within the Phoenix Active Management Area and provides irrigation water to farms and other users within its service area. The district has been permitted as a Groundwater Savings Facility (GSF) by the Arizona Department of Water Resources and can accept Colorado River water deliveries from third parties, such as Phoenix, to deliver to QCID customers. QCID's use of Colorado River water saves groundwater from being pumped; Phoenix receives a long-term storage credit for the groundwater thus saved. At a later time, Phoenix can recover its long-term storage credits using its own wells or any other well in the Phoenix Active Management Area.

While the amount of water stored is variable and will be determined on an annual basis by the Director of the Water Services Department (WSD), the maximum amount of Phoenix water to be delivered to QCID is 10,000 acre-feet per year. QCID will pay Phoenix \$20 per acre-foot for the water sent to the district. Separately, Phoenix pays for its Colorado River allocation pursuant to its subcontract with the Central Arizona Water Conservation District and the United States Bureau of Reclamation.

Contract Term

The term is for three years effective June 1, 2019, and ending May 31, 2022, with an option to extend for an additional three years, which may be exercised by the City Manager or his designee.

Financial Impact

There is no financial impact to the City. This Agreement allows for a maximum of up to \$200,000 to be received each year, based upon \$20 per acre-foot and 10,000 acre-feet per year maximum. Any funds received by the City from QCID will be credited to the Aquifer Storage Fund in WSD's Capital Improvement Program.

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.



Final Plat - MJQ 29th Street - 180130 - East of 29th Street and North of Blanche Drive

Plat: 180130
Project: 17-1803
Name of Plat: MJQ 29th Street
Owner(s): MJQ Properties, LLC
Engineer(s): D & M Engineering
Request: A 5 Lot Residential Subdivision Plat
Reviewed by Staff: April 19, 2019
Final Plat requires Formal Action Only

Summary

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

Location

Generally located east of 29th Street and north of Blanche Drive.
Council District: 3

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



Abandonment of Right-of-Way - V180074A - 5306 E. Grovers Ave. (Resolution 21744)

Abandonment: V180074A

Project: 02-3194

Applicant: Brandy Ruark - City of Phoenix Streets Transportation Department

Request: To abandon right-of-way easement, addressed 5306 E. Grovers Ave. APN 215-11-004N, Final Plat for "Triple Crown III," Book 437 Page 02.

Date of Hearing: Feb. 5, 2019

Location

5306 E. Grovers Ave.

Council District: 2

Financial Impact

Pursuant to Phoenix City Code Art. 5, Sec. 31-64 (e) as the City acknowledges the public benefit received by the generation of additional revenue from the private tax rolls and by the elimination of third-party general liability claims against the City, maintenance expenses, and undesirable traffic patterns, also replatting of the area with alternate roadways and new development as sufficient and appropriate consideration in this matter.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



City of Phoenix
HUMAN RESOURCES

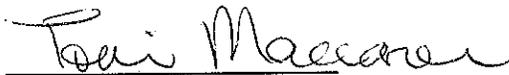
To: Toni Maccarone
Acting Deputy City Manager

Date: May 14, 2019

From: Lori Bays 
Human Resources Director

Subject: ADDITIONAL INFORMATION ON ITEM 103 ON WEDNESDAY, MAY 15, 2019

As the City of Phoenix continues to negotiate with AFSCME, Local 2384 (Unit 2), the Human Resources Department has updated Item 103 on the Wednesday, May 15, 2019 Formal agenda (see attached).



Toni Maccarone
Acting Deputy City Manager



*****UPDATED ITEM*** Council Action on Unresolved Issues between the City of Phoenix and AFSCME Local 2384 (Unit 2) (Resolution 21745)**

This report provides information regarding the action by which City Council will impose Terms and Conditions of Employment for the American Federation of State County and Municipal Employees (AFSCME) Local 2384 (Unit 2).

The attached Terms and Conditions of Employment includes:

- an economic package increase consistent with Unit 4 (Phoenix Law Enforcement Association) and Unit 5 (Phoenix Firefighters Association);
- work rules that create consistent grievance procedures; fair and impartial language consistent with all civilian groups; modified overtime calculation that allows the ability for flex time consistent with all civilian groups; consistent expiration dates for side agreements;
- modified release time language using a donated hours model, which is consistent with Police and Fire; and
- correction to a clerical error made in the 2016-19 contract regarding deferred compensation language.

No tentative agreements are included in the Terms and Conditions of Employment document.

It is recommended that Council take action on the attached Terms and Conditions of Employment for Unit 2 (**Attachment A**).

*****Update as of May 14, 2019*****

This report was initially published on May 9 and revised on May 10, 2019. Since that time, the parties have continued to negotiate and may have an agreement, which is reflected in **Attachment B**.

If Unit 2 chooses to ratify the Terms of Conditions of Employment imposed by the City Council before May 22, 2019, the City Manager is authorized to execute a Memorandum of Understanding for the City that is consistent and in accordance with the Terms and Conditions imposed by Council.

Summary

The meet and confer process with the City's five authorized employee organizations ("Meet and Confer Units"), as outlined in section 2-219 of the City Code, began in January 2019. Following notification to the Phoenix Employment Relations Board (PERB) that a dispute still existed after the March 1, 2019 deadline outlined in section 2-219 of the City Code, a fact finding process was initiated with American Federation of State, County and Municipal Employees (AFSCME) Local 2384.

In accordance with the terms of section 2-219 of the City Code, the City Manager and the employee organization submitted to the City Council written position statements on all unresolved issues in dispute. On May 1, 2019, the City Council conducted a public hearing at which the parties were given full opportunity to explain their respective positions on all unresolved issues.

Within 10 working days following the conclusion of the public hearing, the City Council shall take such action as it deems to be in the public interest, including the interest of the public employees, public employer and the public.

Responsible Department

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Human Resources Department.

Attachment A

TERMS AND CONDITIONS OF EMPLOYMENT

2019 - 2021

CITY OF PHOENIX

AND

AMERICAN FEDERATION OF STATE,

COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 2384, AFL-CIO

COVERING

FIELD UNIT II

PREAMBLE	4
ARTICLE 1: RIGHTS	5
SECTION 1-1: GENDER	5
SECTION 1-1A: RECOGNITION	5
SECTION 1-2: CITY AND DEPARTMENT RIGHTS	5
SECTION 1-3: UNION RIGHTS	6
SECTION 1-4: RIGHTS OF UNIT EMPLOYEES.....	13
SECTION 1-5: PROHIBITION OF STRIKE AND LOCKOUTS.....	17
SECTION 1-6: NEW POSITIONS/CLASSIFICATIONS	17
ARTICLE 2: GRIEVANCE/ARBITRATION/LABOR MANAGEMENT	18
SECTION 2-1: GRIEVANCE PROCEDURE	18
SECTION 2-2: ARBITRATION	22
SECTION 2-3: LABOR-MANAGEMENT COMMITTEE.....	25
SECTION 2-4: HEALTH AND SAFETY COMMITTEE	26
ARTICLE 3: COMPENSATION/WAGES.....	27
SECTION 3-1: WAGES	27
SECTION 3-1A: PRODUCTIVITY ENHANCEMENT PAY.....	29
SECTION 3-2: OVERTIME	30
SECTION 3-2A: CALL OUT PAY	32
SECTION 3-3: OUT-OF-CLASS PAY.....	33
SECTION 3-4: SICK LEAVE CONVERSION AT RETIREMENT.....	34
SECTION 3-4A: SICK LEAVE PAYOUT	34
SECTION 3-5: SHIFT DIFFERENTIAL PAY	34
SECTION 3-5A: WEEKEND SHIFT DIFFERENTIAL PAY.....	34
SECTION 3-6: STAND-BY PAY	35
SECTION 3-7: SHOW-UP TIME.....	35
SECTION 3-8: JURY DUTY	36
SECTION 3-9: DEFERRED COMPENSATION PROGRAM	36
ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS	36
SECTION 4-1: HOURS OF WORK.....	36
SECTION 4-2: REST AND LUNCH PERIODS.....	38
SECTION 4-3: CLEAN-UP TIME	38
SECTION 4-4: SENIORITY	39
SECTION 4-5: BUMP/BID PROCEDURE EQUIPMENT MANAGEMENT DIVISION	39
ARTICLE 5: BENEFITS.....	41
SECTION 5-1: HEALTH INSURANCE AND EMPLOYEE ASSISTANCE	41
SECTION 5-2: DENTAL INSURANCE.....	42
SECTION 5-3: LIFE INSURANCE	43
SECTION 5-4: LONG-TERM DISABILITY INSURANCE	43
SECTION 5-5: HOLIDAYS AND VACATION LEAVE	44
SECTION 5-6: UNIFORMS	46
SECTION 5-7: PARKING.....	46
SECTION 5-8: TOOL ALLOWANCE.....	47
SECTION 5-9: PARENTAL LEAVE.....	48
ARTICLE 6: MISCELLANEOUS	49
SECTION 6-1: SAVING CLAUSE	49
SECTION 6-2: COPIES OF DOCUMENT.....	49
SECTION 6-3: APPRENTICESHIP PROGRAMS	49

SECTION 6-4: PART-TIME EMPLOYEES	49
SECTION 6-5: DEPARTMENT CERTIFICATIONS AND REQUIRED LICENSES	50
SECTION 6-6: SAFETY MANUAL	51
SECTION 6-7: TERM AND EFFECT OF DOCUMENT	51
ADDENDUM A - ALLOCATION OF STEWARDS.....	54
ATTACHMENT A.....	55
ATTACHMENT B (RELATING TO VACATION LEAVE).....	57
ATTACHMENT C (RELATING TO SICK LEAVE).....	60

PREAMBLE

WHEREAS the well-being dignity, respect, and morale of the employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours, and working conditions of their employment; and

WHEREAS the parties hereby acknowledge that the provisions of this **Terms and Conditions of Employment** (hereinafter **Document or TCE**) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix except as expressly and lawfully modified herein; and

WHEREAS the parties agree that the Phoenix Employment Relations Board (P.E.R.B.) unit certification reflects that there exists a clear and identifiable community of interest among employees covered by this **Document**; and

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, and working conditions of employees in Field Unit II;**and**

WHEREAS the parties, through their designated representatives, were unable to come to agreement concerning wages, hours, and working conditions of employees in Field Unit II (hereinafter Unit 2 or Union or AFSCME Local 2384),

NOW THEREFORE, the City Council of the City of Phoenix hereby imposes the following Terms and Conditions of Employment upon Unit 2.

ARTICLE 1: Rights

Section 1-1: Gender

Whenever any words used herein in the masculine, feminine, or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 1-1A: Recognition

- A. The City recognizes the Union as the sole and exclusive meet and confer agent pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all employees in positions constituting Field Unit II, as certified or as may be modified by the Phoenix Employment Relations Board (P.E.R.B.).

Section 1-2: City and Department Rights

- A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this **Document**.
- B. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this **Document** and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations consistent with law and the specific provisions of this **Document**, to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community. Nothing herein shall be construed to diminish the rights of the City under Section 5 of the Meet and Confer Ordinance.

Section 1-3: Union Rights

A. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article.

B. Mutual Benefit Activity Clause

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The Phoenix City Council has determined there are specific activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which up to three (3) bargaining unit members of AFSCME Local 2384 (Authorized Employees), will perform duties as outlined below. Authorized Employees must comply with all City rules and regulations.

C. Reporting And Accountability Of Authorized City Business Time

In order to ensure the City maintains control over public resources the City will identify a Designee in order to ensure Authorized Employees are providing the services consistent with the findings herein. The City's Designee shall work directly with AFSCME Local 2384 in order to confirm any and all paid activity of the Authorized Employees is consistent with the activities approved below. The Union shall submit reports each pay period to the City's Designee documenting the City Business of the Authorized Employees and any leave used during that pay period. The City has the right to audit and challenge time cards submitted. In the event there is disagreement, the parties will meet to discuss the matter at the request of AFSCME Local 2384 or the City. The results of the audit may result in AFSCME Local 2384 reimbursing the City for activity not deemed City Business under this Document.

D. Bank of Donated Leave

- 1. Only Unit 2 members will have the opportunity to voluntarily donate vacation leave time to a Bank of Donated Leave twice each fiscal year to be used by union officers and representatives for Union-related activities as determined by the AFSCME Local 2384 Union President and Executive Board. Members will receive a letter informing them of their opportunity to voluntarily donate leave.**
- 2. The total hours donated by the members of Unit 2 will be considered the maximum number of hours available for donated hours under Article 1, Section 1-3.**

3. **The maximum number of hours that may be donated by any Unit 2 member is forty (40) hours per fiscal year.**
4. **Only Unit 2 members may donate hours to the AFSCME Local 2384 bank of hours; AFSCME Local 2384 may only accept donated hours from Unit 2 members.**
5. **No union member may use more than 40-hours of donated time during any one work week.**
6. **Each unit member may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed the maximum number of hours noted in Section 1-3.D.3. These forms will be processed on July 1. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member. By filling out and submitting a voluntary donation form, each unit member is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.**

E. City Business Time

The City has determined that there are activities that confer a public benefit, a dual public/private purpose, or an exclusively public purpose for which members of AFSCME Local 2384 should be released from their official duties to perform. AFSCME Local 2384 is aware that it may be asked to perform the following activities and acknowledges that it will receive City Business time for the time spent performing them:

1. **Authorized Employees will attend trainings that have been authorized in advance by the City.**
2. **Authorized Employees will facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.**
3. **In coordination with management, Authorized Employees will communicate new programs and/or policy changes to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and ensure the timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.**

4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers' compensation, the cost of providing healthcare, and the use of sick time, Authorized Employees will assist bargaining unit members with understanding and coordination of benefits.
5. With the goal of driving down medical costs while providing appropriate medical benefits, Authorized Employees will participate directly and assist the City with benefit evaluations, including the Citywide Healthcare Task Force.
6. In order to ensure City resources are well coordinated, upon the direction of the City and consent of AFSCME Local 2384, Authorized Employees will participate in various City committees, as a member of the committee.
7. Represent employees involved in critical incidents at the time of incident (e.g. personal injury related).
8. Participate in City-sponsored community projects.
9. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City and with the goal of resolving matters at the earliest possible stage, in coordination with management, Authorized Employees may assist bargaining unit members and management in matters related to employer/employee relations.

F. Prohibited Activities

Authorized Employees shall be prohibited from engaging in any of the following activity while on paid City Business:

1. **Lobbying.** This includes letter writing or telephone calls.
2. **Legislative Activity.** This includes participating in the preparation or distribution of legislative proposals.
3. **Organizing.** This includes preparing and/or distributing union related materials.
4. **Civil Service Discipline.** This includes the representation of any bargaining unit member in disciplinary matters before the Civil Service Board.

5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.

6. Representation in grievance or disciplinary proceedings.

G. Union Stewards

The Union may designate up to fifty-five (55) site stewards, twenty-six (26) chief stewards, and seventeen (17) lead stewards to serve as Union representatives. Such designations shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" and such stewards shall service grievances at said job sites to which they are regularly assigned, in accordance with Attachment "A" hereto. Chief Stewards may substitute for job site stewards in the assigned area of jurisdiction as shown in Attachment "A."

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or addition of stewards in the event of reorganization or expansion of Unit II departments.

1. The Union shall notify the Labor Relations Division of the Human Resources Department, in writing, of its designations and re-designations of stewards and chief stewards.
2. There shall be no obligations on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.
3. One such steward from the Grievant's home department and the grievant may, after the grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1) when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings with City of Phoenix department representatives. One steward working in the same department as a unit member under investigation may also attend investigative meetings. Stewards not from the same department as the grievant or employee under investigation may provide representation. **City Business time is not available for these activities.**
4. City employees who are on duty, either witnesses or grievants, may attend Civil Service meetings and Phoenix Employment Relations Board (P.E.R.B.) meetings on City time. **City Business time is not available for union representatives to attend or engage in these activities.**

H. Requests for City Business Time

1. A union member who wishes to use City Business time must submit a request to an individual designated by the Labor Relations Administrator as soon as the need for time is known but no later than 72 hours in advance of the time requested. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose.
2. If a request is denied and the union member believes that the activity for which time was requested has either a dual public/private purpose or an exclusively public purpose, the union member may appeal that denial to Labor Relations whose determination is final and may not be grieved or appealed in any way.

I. Unpaid Time for Unit Related Activity

Union members may be authorized in advance in writing to engage in lawful Union activities during City work hours on a non-paid basis at the unrestricted discretion of the City Manager or designee consistent with the purpose of this **Document**.

A member selected by the Union to do Unit representative work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service Rules, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

- J. The Union will be allowed one (1) hour each orientation session to talk to and recruit new Unit members into the Union and to explain the rights and benefits under the **TCE**. This time will be allotted in addition to new employee orientation, at the departments that have new employee orientation, in the Aviation, Public Works, and Water Services Departments. The content of such information shall not be political in nature, or abusive of any person in City employment, **or disruptive of the Department's operation. No City Business time will be available for this purpose.**
- K. Prior to the termination of the current **Document** and subject to operational and scheduling factors, each designated Union representative, which is defined as the elected Executive Board, will be allowed up to one day of paid release time to

facilitate the familiarization of the terms of **this Document**. **No City Business time will be available for this purpose.**

- L. There shall be no use of official time for Union related activities except as expressly authorized under the aforesaid sections.
- M. Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform to the safety regulations of the work site. **No City Business time will be available for this purpose.**

N. Payroll Deduction

1. The City shall deduct from the first pay warrant of Union members, in each month, the regular periodic membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.
2. **By filling out and submitting a voluntary deduction form for membership dues, each unit member is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.**
3. Authorization for membership dues deduction hereinunder shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
4. The City shall not make dues deductions for Unit employees on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this **Document**. At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.

- 5. The City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this TCE make changes in the amount of deduction hereunder for the general membership provided cost for implementing such changes shall be reimbursed by the Union.**

O. Facilities and Services

1. The Union through its designated representative, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods.
2. The City shall provide the Union with accessible bulletin boards at mutually agreed upon locations. The City shall grant sole and exclusive use of such bulletin boards to the Union.
3. Materials which are abusive of any person or organization, which conflict with laws regulating the political activities of City employees, and which are disruptive of the City's operations may not be posted or distributed.
4. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.
5. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall provide the Union, upon request, a listing of Unit employees indicating name, address, job classification, department number, and/or a seniority list by job classification.
6. The City will endeavor to maintain remote computer access to the City's intranet for the Union Office.

P. Contracting Out

The City will comply with the provisions of Management Procedure Number 5.501, dated February 7, 1994, and notify the Union, in writing, of the City's intent to contract with a private agency for the provision of municipal services. The Union may, within seven (7) calendar days of this notification, request a Labor-Management Committee meeting for the purpose of discussing the potential contract. It is understood by all parties that the Union's exercise of rights granted by this Article shall in no way delay the process outlined in Management Procedure

5.501, nor impede the City's authority to enter into a contractual agreement with a private agency.

The City will provide the union, upon request, with a listing in electronic format of unit employees' name, home address, date of employment, and department. The City will also provide mailing information of all Unit 2 employees at the request of the Union.

The City shall provide the Union a list of all Unit 2 vacancies monthly.

Based upon mutually agreed frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

Section 1-4: Rights of Unit Employees

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. All Unit employees and stewards have the right to have the Union serve as their "meet and confer" representative as set forth in the Meet and Confer Ordinance without discrimination or retaliation based on membership or non-membership in the Union or any other organization.
- B. Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and if personally requested by the employee during the conduct of a management initiated investigatory interview concerning allegations focused on the employee, which may result in disciplinary action against the employee for violation of City or department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that the employee is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing, will be given a written statement informing the employee of the nature of the investigation and the allegations against the employee. The written statement will also notify the Unit member that the employee has the right to have a representative attend the

investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member or representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if his or her accuser is a city employee or citizen/customer, and all allegations against the employee.

If a Union Steward is requested by management to hold over, or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union Steward or the Union President or his designee.

- C. Unit employees have the right to present their own grievance, in person or by legal counsel.
 - 1. Any Unit member covered hereunder or his representative designated on a written form signed by the employee shall, on request and by appointment, be permitted to examine his departmental personnel file, in the presence of an appropriate supervisory official of the Department.
 - 2. No Unit member shall have any adverse comments entered into a departmental personnel file without the member being informed by a supervisor. The Unit member shall be asked to date and sign such material solely as evidence of being advised of its existence, not as indicating agreement. If the Unit member requests, he shall receive a copy of the adverse comment.
 - 3. Unit members may, at their discretion, attach rebuttal statements to any material contained in their departmental personnel file, which may be adverse in nature.
- D. The City will comply with provisions of A.R.S. Section 12-2506, paragraph D, subparagraph 1, and assume responsibility for actions of any Unit II employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.
- E. All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the

employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

- F. The City shall post on employee bulletin boards any new policies and/or revision in City or written department policies and procedures affecting Unit II employees. Notice shall remain posted for not less than twenty-one (21) working days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing

of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions (“contracting out”).

- G. A coaching is a verbal discussion with an employee. A coaching is not to be considered a first offense for purposes of progressive discipline. Employees will be advised that they are receiving a coaching at the time it is given. A written record of a coaching may be placed in the supervisor’s file for both positive and negative incidents. An employee may receive more than one (1) coaching for a similar matter.

A supervisory counseling is a verbal warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee’s signature and above the line the statement: “The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence.” The employee will receive a copy of the memo.

A supervisory counseling will only be retained in the supervisor’s file. It will not be placed in the employee’s personnel file.

The supervisory counseling will be purged from the supervisor’s file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

- H. If an employee is not given his/her PMG by the annual review date, the employee’s merit increase will be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If PMG is an overall “met”).

Employees will be notified of performance issues as they occur or are discovered.

- I. All unit members have the right to be treated in a manner which is fair and impartial **in any matter associated with the rights of unit members under the specific expressed terms of the TCE. No unit employee shall suffer reprisal for the exercise of rights granted by the TCE.**

If a unit employee is suspended, it is understood that a suspension day is defined as eight (8) hours. For employees working compressed workweek, the remaining hours of the workday would be accounted at the sole discretion of management.

Section 1-5: Prohibition of Strike and Lockouts

- A. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.
- B. There shall be no "lockout" by the City during the term hereof.

Section 1-6: New Positions/Classifications

- A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.
- B. The parties **will** consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.
- C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.
- D. Requests for Studies
 - 1. The Union may submit written requests for job classification studies to the Labor-Management Committee.
 - 2. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
 - a. A full description of the new duties and responsibilities.
 - b. A full explanation of why the Union feels the position(s) should be reclassified.
 - c. A list of comparative positions/classifications that led to the Union's request.
 - d. Such other information as is normally considered relevant to a classification review.
 - 3. The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures in that respect.

4. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.
- E. In the 2011 Segal Pay and Benefits Study, the classifications of Electricians, Airport Security Guard, Equipment Mechanics, Tradeshelpers, and Heavy Equipment Mechanics were studied for appropriate compensation. The City has been in a classification study moratorium since 2008. In the event it is lifted, the Human Resources Department agrees to include the study of Equipment Mechanics (assigned to Fire Shop) to its Class and Comp Work Plan.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. Informal Resolution

1. **As a matter of good labor-management relations the parties encourage unit members who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.**
2. **If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.**

B. Definition of Grievance

1. **A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Document for which there is no Civil Service or other specific administrative method of review provided. However, disputes specifically excluded in other Articles of this Document from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall**

not be handled in accordance with this procedure. Such excluded disputes are not grievable or arbitrable under the terms of this Article or under this Document.

2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Document alleged to have been violated.

1. Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may skip Step 1 and proceed to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to

the grievant. The parties by written mutual agreement may skip Step 2 and proceed to Step 2.5 or Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

4. Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

Chairman – A member of the City Manager's Office designated by the City Manager.

Member – A City function head on a rotating schedule.

Member – The Union President, or designee.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- b. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 7

calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. The arbitrator shall be bound by the language of this Document and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
- ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City law.
- iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance; except however, that the parties may extend time limits by mutual written agreement in advance of the deadline.

E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Document. The Union shall file such grievance at Step 3 of this Procedure.

F. Group Grievance

When more than one unit member claims the same violation of the same rights allegedly accorded by this Document, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievants. Each unit member that is a party Grievant must be named and must sign such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Document, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

H. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Step 2 that the designated "Department Head" is the Executive Court Administrator, and the "City Manager's Office" or "City Manager" shall mean the Presiding Judge, or his designee as provided in the procedure.

Section 2-2: Arbitration

A. Independent Arbitrator

Any Unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 2-1 C below.

B. Appeal

The Union, on behalf of the employee, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within fourteen (14) calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or twenty-one (21) calendar days from the date of mailing by certified

mail the notice of the order of suspension, demotion, or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

The Union, on behalf of the employee, shall also immediately thereafter file copies thereof with the complainant department head and the City Attorney. At the time the Union files the request for hearing, it shall set forth whether the hearing will be public or private.

C. Selection of Arbitrator

If the request for an independent arbitrator to be appointed as a hearing officer is approved by the Civil Service Board, the Labor Relations Administrator or his designated representative on behalf of the City and the Union president or his designated representative on behalf of the employee shall agree on an independent arbitrator within ten (10) calendar days after approval and appointment by the Board of the appeal request. If an agreement on an independent arbitrator cannot be reached within said ten (10) calendar days, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) provide a list with the names of seven (7) arbitrators with public sector experience. In requesting such lists, the parties shall stipulate that arbitrators should be from within Arizona.

The parties shall, within seven (7) calendar days of the receipt of the list, select the arbitrator by striking names alternately until one-name remains. The remaining name shall be designated as the independent arbitrator appointed by the Civil Service Board as the hearing officer for the appeal. The parties shall jointly communicate with the chosen arbitrator to advise him of the appointment.

In the event that the chosen arbitrator is unable to accept the appointment as hearing officer, the parties shall either select another independent arbitrator from a new list in the same manner as described above, or if mutually agreeable select another independent arbitrator from the original list. The independent arbitrator chosen shall be designated as the hearing officer appointed by the Civil Service Board for the appeal.

D. Time for Hearing

When possible the hearing date shall be set within thirty (30) calendar days from the request. Delays may be granted by mutual agreement of the parties. However, any such delay occurring at the request of the Union, shall automatically be excluded from any calculations of back pay to the employees, if any, as determined by the Civil Service Board.

E. Hearing Procedures

The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix. In the conduct of the hearing, the hearing officer shall not be bound by the technical rules of evidence, nor shall informality in any of the proceedings or in the manner of taking testimony invalidate any order, decision, rule, or regulation made or approved by the Civil Service Board.

F. Witnesses

An employee appellant, or an employee subpoenaed as a witness, shall be granted a leave of absence from his/her regularly assigned duties during his/her regularly assigned work hours without loss of pay for the time.

At the request of either party, the arbitrator shall order that any witness who will testify during the hearing be excluded from the hearing room until such time as they testify. The City and the Union may exclude from the operation of this provision one representative each of the City and the local Union.

G. Proposed Findings; Objections to Report

Either party may file with the hearing officer written proposed findings of fact and conclusions within seven (7) calendar days of the conclusion of the hearing. A copy of such proposed findings and conclusions shall be served on the other party at the same time as filing with the hearing officer.

No later than two (2) calendar days before the Civil Service Board meeting where the appeal has been scheduled for hearing either party may file with the Civil Service Board written objections to the hearing officer's report. A copy of such objections shall be served on the other party at the same time as filing with the Civil Service Board. No post-hearing evidence shall be submitted.

H. Requirements

The independent arbitrator selected by the parties and appointed by the Civil Service Board pursuant to this article shall be bound by the following:

1. The independent arbitrator shall neither add to, detract from, nor modify the language of this **Document**.
2. The independent arbitrator shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue.
3. The independent arbitrator shall be bound by applicable Federal, State, and City laws.

I. Report

Within two (2) weeks of the conclusion of the hearing, the hearing officer shall forward all records and the report containing a statement of the findings of fact, conclusions, and recommendations concerning the appeal to the Civil Service Board and send a copy of the report to the parties. The hearing officer may recommend to the Civil Service Board the discipline be upheld or modified, or rescinded pursuant to Personnel Rule 22 (e).

J. Costs

The cost of the independent arbitrator and other costs related to obtaining said arbitrator shall be borne equally by the parties. Each party will be responsible for its own costs incurred in the hearing process, including but not limited to costs for legal services, service of subpoenas, and expert witnesses.

K. Civil Service Board

It is expressly understood that this article shall not impinge on the powers and duties of the Civil Service Board as provided for in Section 3 of Chapter XXV, Phoenix City Charter and Rule 22, Personnel Rules of the City of Phoenix.

L. Representation

The parties agree that for the purpose of this article the City will be represented by the Labor Relations Administrator for the City of Phoenix or designee and the employee will be represented by the President of AFSCME, Local 2384 or designee.

Section 2-3: Labor-Management Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. There shall be a Labor-Management Committee consisting of four (4) representatives of the Union and four (4) representatives of the City, unless mutually agree to additional representatives. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention.

- B. During the term of this **TCE**, the Union and the City shall establish an Apprenticeship Labor Management Committee. The Apprenticeship Labor Management Committee shall be comprised of a maximum of five (5) persons each from Labor and from Management.
- C. The Committee shall meet monthly or at other mutually scheduled times.
- D. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- E. The Union shall be advised of management recommendations for contracting of work presently being performed by Unit employees which would directly result in a reduction in the number of permanent Unit positions during the term of this **Document**. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to the Grievance Procedure of this **Document**.

The Management recommendations, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2 Section 2-1) of this **Document**.

- F. Any signed/dated written Labor/Management agreements with the signatures of both parties and the Chairperson will be binding on the parties for the remaining term of this **Document**.

Section 2-4: Health and Safety Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.

The City will continue its practice of providing personal protective equipment to protect employees from recognized safety and health hazards, this includes voucher for boots on an as needed basis.

A Unit employee may file, without fear of discipline, retaliation, or discrimination, a grievance (Article 2 Section 2-1) when, in his best judgment, the City has failed to comply with specific safety and health standards promulgated by local, state, and federal regulations.

- B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This committee shall be composed of two (2) Unit employees appointed by the Union and two (2) City representatives as designated by the City Manager. The chair shall rotate among the members.
- C. The committee shall meet quarterly or at other mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the committee shall be submitted to the Department Head concerned and to the City Manager.

- D. In the discharge of its function, the committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.
- E. Employee members of the committee shall not lose pay or benefits for meetings mutually scheduled during their duty time. Union members assigned to the Health and Safety Committee shall be permitted to attend Department Health and Safety Committee meetings.

ARTICLE 3: Compensation/Wages

Various sections of this **TCE** contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

Section 3-1: Wages

- A. In year one, the economic value of **ongoing total compensation increases will equal 2.0%. Unit 2 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.**

1. **2.38% wage increase effective July 2019 for all steps.**
 2. **One-time payment of 1.32% base wage for each full-time unit member paid on July 19, 2019.**
- B. In year two, the economic value of **ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.**
1. **1.78% wage increase effective July 2020 for all steps.**
 2. **One-time payment of 1.30% base wage for each full-time unit member paid on July 31, 2020.**
- C. If the City projects a General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018. .
- D. Licensed Pesticide Applicators shall receive fifty (\$.50) in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.
- E. Unit II Employees required by the City to maintain a Commercial Drivers License (CDL) as a secondary part of their regular position duties shall receive twenty cents (\$.20) in addition to their base hourly rate. This pay is not applicable to all positions in classifications which hold CDLs, nor is it applicable to positions in classification in which driving is a primary function of the position.
- F. It is understood that for implementation purposes, the practice of rounding off fractional cents shall be done in accordance with universally accepted mathematical and accounting principles.
- G. The term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes.

Unpaid "Floating" Holidays

Unpaid "floating" holidays must be designated and approved by their supervisor by August 1 of each fiscal year. If not all unpaid "floating" holidays are designated by the deadline, the holidays will be designated by the department by September 1. The unpaid "floating" holiday furlough may be taken in at least a one (1) hour increment. Per state law, New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas must be paid holiday; and therefore, cannot be designated unpaid "floating" holidays.

Administration and approval of unpaid "floating" holidays are not subject to the grievance procedure.

The unpaid holiday requirement will be phased out by Year Two of the 2016-19 MOU.

Section 3-1A: Productivity Enhancement Pay

Productivity Enhancement Pay

In recognition of continuous service and overall performance, the City agrees to the following Productivity Enhancement pay formula for Unit II employees.

A. Pay Benefit:

In November of each calendar year, and June of each calendar year, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred and three dollars (\$103.00) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of three thousand five hundred and two dollars (\$3,502) at the completion of 22 years of continuous full time service.

In November of each calendar year, and June of each calendar year, unit members who have completed twenty three (23) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred thirty-eight dollars and eighty-nine cents (\$138.89) for the completion of each year of continuous full-time service in excess of five (5) years, up to annual maximum of six thousand one hundred twelve dollars (\$6,112) at the completion of twenty-seven (27) years.

B. Qualifications:

1. An employee must have completed at least one year of continuous full-time service at the top step in his classification.

Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, Productivity Enhancement pay will not be affected by movement to positions within the same pay range.

When a position is reclassified to a higher classification, or when a classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds to the closest to their combined base pay and previous Productivity Enhancement amount (incumbent's annualized payment), and which does not result in a decrease from that amount. The placement in the new range will be

limited to the maximum step in the range. If the reclassification or pay range change results in only a maximum possible one-range increase and the incumbent is receiving Productivity Enhancement pay, he/she will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

2. An employee must have completed six (6) years of continuous full-time service.
3. An employee must have received an overall performance rating of "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date.
4. An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

C. Terms of Payment:

1. The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit member's regular paycheck.

Section 3-2: Overtime

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled workweek; it being understood that overtime for **all** unit members who normally work a daily work shift of eight (8) consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of forty (40) hours in a **seven-day** work period, including paid meal periods. In addition, when an employee is assigned and works two (2) eight (8) hour shifts, and/or two (2) ten (10) hour shifts, or any combination of the two shifts, the second of which commences less than twelve (12) hours after the regularly scheduled conclusion of the first, that amount of time falling within said twelve (12) hour period is deemed overtime for purposes of Section 3-2 D below, except, however, that such twelve (12) hour rule does not apply to regular shift change situations, relief positions, and positions in the classification of Event Services Worker at the Phoenix Convention Center. The twelve (12) hour rule also does not apply if an employee works less than a full shift either before or after his/her regular shift.

Overtime for unit members assigned to a four ten work week schedule is defined as time assigned and worked beyond the regular scheduled forty hours per week.

Employees will have the ability to flex work hours within their forty-hour work week. Hours flexed cannot exceed a full daily shift. Flex time will only be allowed if both parties (employee and supervision) mutually agree and sign a

department/city flex agreement form prior to any flexing of hours. Consistent with the TCE, overtime may also be offered if the flex time option is not available or additional hours are required in the employee's work week.

- B. For the **2019 – 2021 TCE**, except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek (but not daily work shift). Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

The employee's appropriate leave bank will be charged only for the difference between the scheduled daily work shift and the hours actually worked that day.

- C. Overtime shall be worked and shall be allowed if assigned by the non-Unit supervisor or other authorized representative of the City.
- D. Overtime work will be compensated at one and one-half (1 1/2) times the regular rate, which will be computed in accordance with provisions of the Fair Labor Standards Act. Such payment will commence after the first seven (7) minutes.
- E. In lieu of cash payment, a Unit member may request compensatory time credits up to a maximum accumulation of two hundred and ten (210) hours effective July 1, 2008; increase to two hundred and fifteen (215) hours effective July 1, 2009. Authorized overtime hours worked in excess of the maximum accumulation shall be paid in cash. The request for compensatory time credit must be made at the time the overtime is worked. The Department Head shall make the final determination on the method of payment (either cash or compensatory time). Use of compensatory time off shall be subject to departmental approval and scheduling.

- F. Compensatory Time Conversion

Effective July 1, 2018, a unit member may convert accumulated compensatory time credits to cash twice per **TCE** year, up to a maximum of seventy (70) hours by notifying the Department Head in writing of such intent either July and/or November. Payment will be made on or before August 31 or November 30.

- G. The City shall endeavor to distribute the opportunity for non-standby overtime equally between employees or crews of employees within the same classification and work location.

Records of overtime worked by employees shall be provided to the designated Union Steward, to be posted on a quarterly basis on Union bulletin boards. In areas where no Steward is available, the list will be sent electronically to the Union Hall general email address: afscme2384@afscme2384.com. In addition, records of overtime worked by Unit members shall be made available for inspection by an

authorized representative of the Union upon advance request and at reasonable times.

- H. Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to ensure service delivery, or to conduct mandatory training.
- I. Where a ten (10) hour, four (4) day workweek schedule is implemented, overtime is defined as time assigned and worked beyond ten (10) hours a day or forty (40) hours a week.

Section 3-2A: Call Out Pay

The eight (8) hour period before the start of a Unit employee's regular shift is to be called "rest time." If an employee is called out during this time, the employee shall be allowed to adjust their work hours up to 4 hours (flex time) to allow the employee to have proper rest before the start of the employee's shift, whenever possible at the supervisor's discretion. Example: An employee starts at 6 am, and is allowed to start at up to 10 am to 8 pm.

An employee shall have a minimum of three (3) hours' pay at overtime rates when called out for work after going home from a shift, or when called out for overtime work while on standby pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate forty-five (45) minutes after being relieved from duty. These forty-five (45) minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum.

Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra time worked.

Provisions of this section shall be interpreted in a manner which complies with the Fair Labor Standards Act.

Remote Access Support

Employees on Stand by called to perform work by remote access, such as VPN, shall receive a minimum of thirty (30) minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. Remote access overtime shall be paid even when more than one call out is made provided these calls are separated by more than thirty (30) minutes. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Telephone Support

Employees on Stand by called to perform work by means of telephone support shall receive fifteen (15) minutes pay at the overtime rate or the actual amount of time expended whichever is greater. Telephone support overtime shall be paid even when more than one call out is made provided these calls are separated by more than fifteen (15) minutes. Calls placed closer than fifteen (15) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Section 3-3: Out-of-Class Pay

A Unit employee who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

- A. To be eligible for the additional compensation, the Unit employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period. Satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class will be credited to the qualifying period. The days of out-of-class assignment need not be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. In addition, out-of-class credit shall be given for out-of-class work for five (5) hours work for a ten (10) hour shift and for four (4) hours work for an eight (8) hour shift.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A Unit employee working out-of-class for five (5) hours for a ten (10) hour shift or four (4) hours for an eight (8) hour shift shall be credited with working out-of-class for the entire shift.
- C. To qualify for out-of-class pay, a Unit employee must be given the assignment in writing by a non-Unit supervisor or other authorized management representative of the City.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class. Such time, however, shall be submitted by the employee as creditable experience in promotional examinations for the higher class.
- E. A Unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping Unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into Unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments. The overtime rate

shall be the rate established by the overtime regulations that apply to the higher classification.

Section 3-4: Sick Leave Conversion at Retirement

A. Sick Leave Cash Out Formula

Effective July 8, 2002, the following benefits shall apply:

Upon retirement, bargaining Unit employees with a minimum of 750 hours of accrued and unused sick leave, excluding the first 250 hours, will be paid for 25% of the remaining hours as base hourly wage.

Additional language of this Section 3-4 is contained in Attachments B and C.

Section 3-4A: Sick Leave Payout

All accumulated sick leave hours on the city's official file at the time of the member's death will be paid. Payment will be based upon the member's base hourly rate at the time of death.

Section 3-5: Shift Differential Pay

Unit employees shall receive ninety cents (\$0.90) per hour in addition to their regular rate of pay when working a night shift which ends at or after 9:00 p.m., and before midnight, and one dollar and twenty-five cents (\$1.25) per hour in addition to their regular rate of pay when working a night shift which includes work during the period after midnight to 4:00 a.m.

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Shift premium pay shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift. Effective July 1, 1999, night shift premium pay applies to regular part-time employees.

Section 3-5A: Weekend Shift Differential Pay

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Effective July 10, 2006, a Unit member shall receive forty cents (\$0.40) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m., on Sunday.

A Unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.

A Unit member who is called out and works between 2:00 p.m., on Friday and 11:59 p.m., on Sunday, will be paid weekend shift differential for all hours worked at the rate specified in this article. If a Unit member was called out while on stand-by status, he will not receive weekend shift differential.

Section 3-6: Stand-By Pay

When a Unit member is required to be available for call-out outside the employee's regular work schedule, the member shall be compensated for such assigned stand-by hours at two dollars (\$2.00) per hour. Starting in the first pay period in July 2007, stand by pay shall increase to two dollars and fifty cents (\$2.50) per hour. Employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

Section 3-7: Show-Up Time

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at least four (4) hours at the applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may assign the employee substitute work. In the event scheduled work is interrupted due to conditions beyond the City's control and substitute work is not available to be assigned, affected employees shall be paid for four (4) hours at the regular rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first.

Except in emergencies, an employee who is scheduled to report to work for overtime, has not been notified to the contrary, and presents himself for work as scheduled shall be paid for at least four (4) hours at the applicable rate of pay. An employee who is entitled to four (4) hours of pay due to cancellation in whole or in part of their shift will not receive pay for travel time to and from the worksite for this shift. Employees are not entitled to submit vacation or compensation time for the remainder of an overtime shift.

An employee will only be paid at the overtime rate for hours "actually worked" and will be paid at the otherwise applicable rate of pay for the remainder of the four (4) hours. "Actually worked" is defined as the time the employee is scheduled and available to

perform work or performing job duties, prior to being released by a supervisor because that work has ended.

Employees released hereunder prior to the end of their scheduled shift may be required to stand by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 3, Section 3-6, "Stand-By Pay" hereof). An employee shall have the option of using either vacation time or compensatory time for the balance of his regular shift. Employees called back to work shall be entitled to their regular pay only and not any premium for work performed during the balance of their regularly scheduled shift.

Section 3-8: Jury Duty

A Unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and reasonable travel time and shall, if he chooses, retain jury or witness pay, except where such testimony or witness duty is the result of an employee's official duties as a City employee.

To be eligible for paid leave for jury or witness duty, an employee must present verification of his call to jury duty or witness duty.

Paid witness leave shall not be allowed when the Unit employee is the defendant or plaintiff in a court action.

Section 3-9: Deferred Compensation Program

The City will contribute 3.62% of the annual base wage to a deferred compensation fund for each Unit employee for each year. .

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Hours of Work

- A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, Section 3-2.
- B. The work week shall only consist of a schedule of consecutive work days in a seven (7) calendar day pre-established work period, except in the Equipment

Management Division of Public Works Department. Any changes to the consecutive workday schedule will be made by mutual agreement between AFSCME 2384 and the City on the 4 day, 10 hour work shift.

- C. Within a five (5) day work schedule, the work day will consist of eight (8) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions. Within a four (4) day work schedule, the work day will consist of ten (10) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions.

The City and the Union recognize that no regularly scheduled shift lengths, other than those outlined in Article 4, shall be observed in Field Unit II.

D. Relief Crews

At the 91st Avenue and 23rd Avenue Wastewater Treatment Plants, there may be one (1), but no more than one (1), relief crew per plant as determined by management.

- E. Permanent regular work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate department bulletin boards.
- F. When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the affected employees and the Union Hall, not less than fourteen (14) calendar days in advance and will notify the Union of such changes, prior to actual implementation.

In emergency situations, temporary work schedules may be adopted without the fourteen (14) calendar days notice to the affected employees. "Emergency" shall mean unforeseen operational circumstances.

- G. Summer hours shall begin no later than the last Monday in April and shall terminate no earlier than the second Monday in September whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past. Summer scheduling may, at the discretion of the City, be implemented earlier in the year than specified in this section, or terminated later in the year than specified in this section.
- H. The City may implement ten (10) hours per day, four (4) days per week work schedules when it is determined by the City that such scheduling is beneficial to City operations.

Section 4-2: Rest and Lunch Periods

Scheduled work shifts shall include meal periods to be observed as follows:

5 DAY WORK WEEK	MEAL PERIOD
8 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
8-1/2 hours	No less than 30 minutes, unpaid.
9 hours	No less than 60 minutes, unpaid.
4 DAY WORK WEEK	MEAL PERIOD
10 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
10 1/2 hours	No less than 30 minutes, unpaid.
11 hours	No less than 60 minutes, unpaid.

Two (2) non-work periods of fifteen (15) minutes during the above scheduled work shifts shall be permitted to promote the health, safety, and efficiency of employees on the job. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.

When work demands permit, with a supervisor's approval, a Unit member may combine their thirty (30) minute meal period with one of his fifteen (15) minute rest periods to achieve a forty-five (45) minute meal period. This paid leave time counts as hours worked.

When a unit member works overtime of two (2) hours or more in addition to their daily work shift, they shall be entitled to an additional fifteen (15) minute break. Every additional two (2) hours of overtime will entitle an employee to an additional fifteen (15) minute break.

After four (4) consecutive hours of overtime, a unit member shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall a unit member be entitled to more than one such break for every eight (8) consecutive hours of overtime.

Employees shall be allowed reasonable time, as necessary, for personal clean up prior to the commencement of the lunch and break periods.

Section 4-3: Clean-Up Time

Unit employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean up. Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

Section 4-4: Seniority

- A. The City shall provide the Union with a list of Unit members showing each Unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of training, work assignments, vacation schedules, and in the determination of layoffs.

Section 4-5: Bump/Bid Procedure Equipment Management Division

Policy: To provide an equitable system for employee selection of shift, days off, and area location, the Union and the City recommend that departments considering the implementation of a bump/bid policy for a designated group of Unit II employees use this article as a guideline in the development of their policy.

A. General Guidelines

1. Annual Bump/Bid

There will be a full Bump/Bid each fiscal year, in December, which will become effective the first pay period in January.

2. Interim Bump/Bid

A layoff, a transfer of a vacant position number to another shift or shop, the addition of a permanent position number, a promotion, demotion, dismissal, resignation, or retirement will be filled subject to the in-class Bump/Bid. This means that any time positions become vacant within a particular classification, an open sign-up will be held. Vacant positions will be filled according to the seniority ranking of interested employees within a class.

3. Exceptions

- a. The specialties listed below will be exempt from the general Bump/Bid procedure. Employees in these specialties will Bump/Bid only within their specialty and/or section.

- 1) Motorcycle Mechanics
- 2) Heavy Equipment Mechanics in the following assignments:
 - Fire shop
 - Off-road equipment
 - Aerial equipment
 - 91st Ave. Treatment Plant
 - Landfills
- 3) Police substations-
 - Auto Technicians (master)
 - Fire Shop Auto Technicians
 - Equipment Service Worker II
- 4) Leads
- 5) Temporary, new hire and promoted employees*
- 6) Rovers
- 7) Make-ready shop (all personnel)
- 8) Service writers
- 9) Auto Parts Clerk III (annual bump for this class will be effective after the physical inventory each year).
- 10) Engine diagnostic specialist
- 11) Auto Mechanic at the 91st Ave. Treatment Plant

* Management reserves the right to place new employees on any shift and location for a six (6) month period for training and evaluation purposes. These employees become subject to the Bump/Bid procedure upon completion of six (6) months' employment. The day after the due date shown on their six (6) month performance rating will be the effective date.

At the end of the six (6) months, the position occupied by the temporary, new, or promoted employee will become available to the most senior employee who has signed up within the class. The two employees will then "switch" positions until the next Bump/Bid.

b. Positions of employees who have been on long-term industrial leave or light duty, or personal illness, for at least one hundred (100) days, at the time of the annual bump/bid will be excluded from the process. Upon return to regular, full-time employment, management will assign the employee to an available shift and location until the next Bump/Bid. Employees must return to work seven (7) days prior to the original bump/bid posting to be included in the bump/bid.

4. Annual Bump/Bid Completion

All personnel shall be frozen into the position selected, except to bid for openings created as outlined in Section 4-5 A (2) "Interim Bump/Bid."

5. Delegation of Authority

Employees may delegate/select a representative to participate in the bump/bid in their absence. This may be done by completing the official Bump/Bid Authorization Form and presenting it at the designated sign-up time. This form must be signed by the delegating employee and the employee performing the selection. The actual Bump/Bid Sign-up Sheet will be annotated by the employee's representative printing the employee's last name and initialing the entry.

6. Official Notification

The annual bump/bid will be posted, in its entirety, for a minimum of fourteen (14) calendar days prior to the official sign-up date. A copy of the document will be posted at all Equipment Management Division Facilities.

B. Seniority

Seniority within classification will be the principal factor for bumping and/or bidding.

1. Determination of Seniority

Seniority constitutes length of certified status within a class of the City service. When two or more employees have the same length of time in the class, the employee with the longest certified City employment time shall be senior. If a tie still exists, the employee with the least amount of leave of absence without pay (excluding leave of absence due to sickness, injury, or military service) shall have the greater amount of seniority.

2. Dispute Resolution of Seniority

Any disputes concerning the calculation of seniority length will be resolved by the Public Works Department Human Resources Officer using the guidelines identified in the above "Determination of Seniority."

ARTICLE 5: Benefits

Section 5-1: Health Insurance and Employee Assistance

The City will continue to offer health insurance plans for Unit members.

A. Medical and Dental Insurance

1. Effective August 1, 2004, the City and the Union agree to maintain the current split for the health insurance monthly contribution for both single and family

coverage. If there is a rate increase or decrease, the City will pay 80% of the new monthly contribution and the employee will pay 20%.

2. It is understood between the City and the Union that any changes in health insurance benefits or rates shall be effective on or about January 1, and that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

B. Employee Assistance Program

The City will continue the Employee Assistance Program, which will provide confidential individual and family counseling to all Unit employees and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.

- C. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Local 2384.
- D. The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).

Section 5-2: Dental Insurance

The current dental split will also remain the same. If there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

The City agrees to contribute 100% of the cost to provide dental insurance for single employee coverage, and 75% of the cost for family coverage.

The City agrees to retain the dental insurance plan for Unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The Plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of four thousand dollars (\$4,000) per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Section 5-3: Life Insurance

The City will provide at no cost to Unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's annual base salary rounded up to the next one thousand dollars (\$1,000.00) or twenty-five thousand dollars (\$25,000.00), whichever is greater; in addition, the City will also provide death in the line of duty insurance with a face value of seventy-five thousand dollars (\$75,000.00). It is understood between the City and the Union that any change in life insurance benefits shall be effective on or about January 1. The designated beneficiary of a Unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the Unit member, and payment will be based upon the Unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each Unit member a \$200,000 death benefit covering the Unit member's commutation to and from his City work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance, and will cover the Unit member commute for up to two hours before his shift begins, and two hours after his shift concludes. The Union will only pay the cost of this benefit the first year of the **TCE**.

In the event of the death of a Unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each Unit member. The Union will pay the cost of this benefit, if any, the first year of each new **TCE** period.

Section 5-4: Long-Term Disability Insurance

Pursuant to A.R. 2.323, the City will offer a long term disability benefit for all regular full-time unit members. The City may revise the A.R., provided, however, that such revisions shall not conflict with the express provisions of the **TCE**. Employees who have been continuously employed and working on a full-time basis for twelve (12) consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits, and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than thirty (30) months.

Section 5-5: Holidays and Vacation Leave

A. Employees, except those on hourly paid status, shall, when possible, without disrupting the various municipal services, be allowed the paid holidays listed below:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Four (4) hours on December 24
Christmas Day	December 25
24 Personal Leave Hours	After completion of six (6) months' service

1. Personal leave hours are added to an employee's vacation leave bank to be used as such.
2. When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on a Saturday, it shall be observed on the preceding Friday, except that the Library Department may observe such holidays on Saturday, and in the case of continuous and/or seven (7) day operations, holidays shall be observed only on the calendar days on

which they actually fall. This paragraph shall not apply to Christmas Eve which shall be granted only when it falls on the employee's regular scheduled workday.

A Unit employee working in continuous and/or seven (7) day operation, whose regularly scheduled day off falls on a holiday specified above, who is not on standby (Article 3 Section 3-6), and who is scheduled to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: eight (8) hours pay for the holiday plus pay at time and one-half (1 1/2) the regular rate for each hour assigned and worked to a maximum of eight (8) hours.

B. Vacation Accumulation

On July 1 of each fiscal year, every unit member will receive 8 hours of vacation time, in addition to their other annual accruals, added to their vacation leave.

Vacation accrual, carryover, and separation pay-out shall be governed by the following table:

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>
0-5 years	8 hours
6-10 years	10 hours
11-15 years	11 hours
16-20 years	13 hours
21+ years	15 hours
<u>MAX. CARRYOVER</u>	<u>MAX. PAYOUT</u>
192 Hours	240 Hours
240 Hours	300 Hours
264 Hours	330 Hours
312 Hours	390 Hours
360 Hours	450 Hours

Unit members shall be allowed “vacation sell-back” twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of eighty (80) hours taken in no more than forty (40) hour increments, after the employee has accumulated a minimum of one hundred twenty (120) hours of vacation leave. The employee must take a minimum of forty (40) hours of vacation/comp-time during the calendar year to qualify for these payments.

From July 1, 2016 through June 30, 2018, the vacation sell back remains in concession at 40 hours maximum. Effective July 1, 2018, this benefit is restored to 80 hours.

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member. An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care. Requests to receive such leave contributions will require a completed doctor's certification.

The parties agree that on the following specified holidays starting in July 2009, all unit members whose regularly assigned work week consists of four (4) ten-hour (10) shifts, shall not be required to submit documentation for two (2) hours of paid leave on the following holidays:

1. Independence Day, July 4
2. Labor Day, September, First Monday
3. Veterans Day, November 11
4. Thanksgiving Day, November, Fourth Thursday
5. Friday after Thanksgiving Day
6. Christmas Day, December 25
7. Memorial Day (effective May 2010)

Section 5-6: Uniforms

- A. Airport Security Guards (Class Code 24000) uniforms will be supplied by the Aviation Department.
- B. On the effective date of this **Document**, the City will assume responsibility for the weekly cleaning/laundrying of uniforms issued to those Unit members who are employees of the Equipment Management Division of the Public Works Department.

Section 5-7: Parking

Employees regularly assigned to the Airport Terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.

Effective July 8, 2002, all employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.

All regular full-time and regular part-time Unit employees will receive, upon request, a City issued bus pass at no cost to the employee.

Section 5-8: Tool Allowance

- A. Unit employees in the following eligible classifications will receive a tool maintenance allowance of three hundred dollars (\$300.00) per annum.

Payment for tool allowance will be made on or about September 1.

Classification

User Technology Specialist U2

Instrumentation and Control Specialist

Trades Helper, Assigned U2

Equipment Service Worker I

Electrician Helper

Electrician Apprentice

Electrician

Electrician, Assigned Lead

Traffic Signal Technician

Telecommunications Specialist

Welder, Assigned U2

Building Equipment Operator I, assigned U2

Building Equipment Operator II, assigned U2

Building Maintenance Worker, Assigned U2

Locksmith

- B. Unit employees in the following eligible classifications will receive a tool maintenance allowance of six hundred dollars (\$600.00) per annum.

Payment for tool allowance will be made on or about September 1.

Equipment Service Worker II

Automotive Technician and all assignments

Heavy Equipment Mechanic and all assignments

Equipment Repair Specialist

Body Repair Specialist

Helicopter Mechanic

Fuel Systems Support Technician

Aircraft Technician and assignment

Section 5-9: Parental Leave

- A. The City will, as a matter of general policy, and subject to operational needs, authorize up to three (3) months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit member who needs to care for an ill family member. Family members include spouse, children (natural, adopted, foster, or stepchildren), brother, sister, parents, grandparents, as well as others living in the same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.
- B. An employee may use up to ten (10) hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to five (5) days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g).

In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of five (5) incidents not to exceed a total of forty (40) hours each calendar year.

For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job performance of an employee involved in a leave-management

program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work, regardless of the length of time.

An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

- A. If any article or section of this **Document** should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this **Document** shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

Section 6-2: Copies of Document

Within sixty (60) days of the date that this **Document** is adopted by the City Council, the Union will arrange for printing of jointly approved copies of it for furnishing one to every Unit employee, Unit supervisor, and to management personnel. The cost of such duplication and distribution will be borne equally by the Union and the City.

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors and Suppliers), as may be amended.

Section 6-3: Apprenticeship Programs

The City will make available to the Union copies of all existing apprenticeship agreements affecting Unit II employees.

Section 6-4: Part-Time Employees

- A. Hourly paid Unit members, excluding seasonal and temporary employees, who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26) consecutive weeks shall be entitled to vacation credits of four (4) hours per month. Vacation credits shall be calculated and paid in cash, in December and June.

Continuation of this entitlement will be determined on November 1, February 1, and May 1. If the employee has worked a minimum of fifty (50) hours in each pay period in July, August, and September, his participation shall continue for the period November through January. A similar review and qualification will be required for October, November, and December; January, February, and March; and April, May, and June. If the employee separates from City employment, the participation will cease.

- B. Hourly paid employees, excluding seasonal employees, may be considered for advancement from pay step 1 to pay step 2 after completing 1,040 hours of work at step 1. Advancement from pay step 2 to pay step 3 and each subsequent step in a range may be considered after working 2,080 hours in each step.
- C. No full-time or part-time permanent employees in the City Civic Plaza Department shall be displaced or their hours reduced by the utilization of temporary employees, unless the issue has been discussed by the parties in a Labor/Management meeting and the City has complied with the provisions of Management Procedure 5.501, dated February 7, 1994.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions (“contracting out”).

Section 6-5: Department Certifications and Required Licenses

The City will reimburse Unit members of the Water Services Department for expenses incurred as a result of acquiring and maintaining certification required by the Arizona Department of Environmental Quality. Unit member of the Water Services Department will be reimbursed for 1 (one) fail and/or 1 (one) pass per certification.

Employees will be allowed City time to renew their CDL license and/or related endorsements and will be reimbursed for such renewal fees which include the HAZMAT background screening fee.

The City will provide reimbursements to Unit members for CDL endorsements.

Employees in the Water Services Department will receive a one-time special merit increase/step adjustment when they obtain a higher ADEQ Grade Certification than

required for their job classification. Employees must provide a copy of their examination results.

Section 6-6: Safety Manual

During the term of this **Document**, the City will publish a Safety Manual covering all citywide safety issues.

The Health and Safety Committee established in Article 2 Section 2-3 of this **Document** will be given the opportunity to review and to offer input on the manual while it is in draft form and before its final publication.

Once published, there will be no changes made in the manual without the review of the Health and Safety Committee.

Employees are entitled to exercise the rules under OSHA by relating to the competent person assigned that the situation is unsafe and in conflict with OSHA rules.

Section 6-7: Term and Effect of Document

- A. This **Document** shall remain in full force and effect commencing July 1, **2019** up to June 30, **2021**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than December first of the final **Document** year of its request(s) to modify or terminate it.
- B. Except as expressly provided in this **Document**, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

However, the parties will continue to meet with affirmative willingness to resolve grievance and disputes relating to wages, hours and working conditions without effecting the terms of this **Document**.

- C. If any section or provision of this **Document** violates existing Federal, State, or City law, then such law shall supersede such provision or section.
- D. The lawful provisions of this **Document** are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this **Document** is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The provisions of this **Document** apply to all Unit employees, except that entitlement to health, life, and long term disability insurance; holiday, overtime, and

show-up time benefits for regular hourly employees shall continue in accordance with present practice and policy.

Permanent employees shall not be laid off from City employment and replaced by the hiring of part-time employees solely for the purpose of eliminating the cost of existing full-time benefits received by permanent employees.

- F. No verbal or written statement shall supersede any of the provisions of this Document. All side agreements executed during this TCE period will expire on or before the Document end date unless incorporated into the TCE or extended by mutual agreement.**

Any and all side agreements executed by the Union and the City after July 1, 2019 will contain the following:

- **Mutually agreed upon expiration date**
- **Signatures of the Union President and Labor Relations required**

In compliance with the City of Phoenix Meet and Confer Ordinance, the City Council of the City of Phoenix has imposed the Terms and Conditions of Employment contained herein.

Ed Zuercher, City Manager, City of Phoenix

Xavier Frost, Acting Deputy Director, Labor Relations, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix

Addendum A - Allocation of Stewards

The allocation of new steward positions under Article 1 will be referred to the Labor-Management Committee for appropriate action.

Guidelines for designation of new stewards shall include:

1. A designated steward must be one from amongst employees regularly working at a specified job site.
2. The designation of job site stewards shall take into consideration the following:
 - a. proportional representation of approximately 1-30,
 - b. organizational structure of department,
 - c. avoidance of duplicating service,
 - d. crew size of work unit divisions.

ATTACHMENT A
(Subject to Reallocation)

Site Steward Allocations

<u>Department/Division</u>	<u>Site</u>
Aviation/Bldg. Ops. General Aviation	Sky Harbor Airport Deer Valley Airport Goodyear Airport
Maint/Air. Sect. Op./Custodians Electrical Maint. Op./Security Event Services Housing/Conventional Elderly Public Works Bldg Maint Equipment Mgmt.	Sky Harbor Airport All Term.-Sky Harbor Electrical Shop Phoenix Convention Center Phoenix Convention Center All Conventional Sites All Elderly Sites 2631 S. 22 nd Ave. 22 nd Ave. Service Center Fire Operations Salt River Service Center Union Hills Service Center Glenrosa Service Center Okemah Service Center
Fire Operations Center Street Trans./Materials/Insp. Street Trans./Survey Street Trans./Operations Waste/Wastewater Treatment	150 S. 12 th St. 1034 E. Madison 1034 East Madison 2141 E. Jefferson 23 rd Ave. & Durango 91 st Ave. Plant
Water Pollution Control Wastewater Collection	52 nd St. & Thomas Northwest Service Center North Yard
Water Customer Service	A.1-2525 E. Hess A.2-2002 E. Maryland A.3-16201 N. 21 st Ave. A.4-2301 W. Durango A.5-138 E. Union Hills
Water Production	Verde Plant Deer Valley Plant Squaw Peak Plant Union Hills Plant Val Vista Plant 52 nd St. & Thomas Phoenix Wells West

ATTACHMENT A - CONTINUED
(Subject to Reallocation)

Site Steward Allocations

Water Distribution	3045 S. 22 nd Ave. 52 nd St. & Thomas Corona Yard Deer Valley Yard Morten Yard Paradise Valley Yard Heavy Maint. Yard Heavy Maint. Yard
Water/Wastewater Specialized Svcs	Electricians Heavy Maint. Light Maint. (O&M) Instrument & Control Specialist

Chief Steward Allocations

<u>Department</u>	<u>Division</u>
Aviation Sky Harbor	All (4)
Police/Fire/Street Trans.	All (3)
Public Works	All (2)
Housing	All (2)
Water/Wastewater	
Wastewater Treatment – 23 rd Avenue	91 st Avenue (3)
Wastewater Collections	All (2)
Water Customer Services	All (2)
Water Pollution Control	All
Water Production	All (3)
Water Distribution	All (2)
Specialized Services	All (2)

Lead Steward Allocations

<u>Department</u>
Aviation (3)
Public Works (2)
Street Transportation
Phoenix Convention Center (2)
Fire
Housing
Police
Water Services (6)

Attachment B (Relating to Vacation Leave)

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

Section 3-4 (Continued)

A. Final Average Compensation and Vacation Leave

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.
2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.
3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the **TCE** by the Unit 2

employees or based on any action or statements of the Union in relation to this Attachment B.

4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 2 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.

5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this **TCE** and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 2 employees about any such administrative action that directly affects Unit 2 employees

6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make

such employees whole, including without limitation those Unit 2 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 2 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

Attachment C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

Section 3-4 (Continued)

B. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.

a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this **TCE**.

b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.

c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this **TCE**.

2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this **TCE** shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et. al., v. City of Phoenix, et al.*, Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").

3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this **TCE** shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the

Piccioli matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 2 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 2 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 2 employees.

**Attachment B
May 14, 2019**

TERMS AND CONDITIONS OF EMPLOYMENT

2019 - 2021

CITY OF PHOENIX

AND

AMERICAN FEDERATION OF STATE,

COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 2384, AFL-CIO

COVERING

FIELD UNIT II

PREAMBLE	4
ARTICLE 1: RIGHTS	5
SECTION 1-1: GENDER	5
SECTION 1-1A: RECOGNITION	5
SECTION 1-2: CITY AND DEPARTMENT RIGHTS	5
SECTION 1-3: UNION RIGHTS	6
SECTION 1-4: RIGHTS OF UNIT EMPLOYEES.....	11
SECTION 1-5: PROHIBITION OF STRIKE AND LOCKOUTS.....	15
SECTION 1-6: NEW POSITIONS/CLASSIFICATIONS	15
ARTICLE 2: GRIEVANCE/ARBITRATION/LABOR MANAGEMENT	16
SECTION 2-1: GRIEVANCE PROCEDURE	16
SECTION 2-2: ARBITRATION	21
SECTION 2-3: LABOR-MANAGEMENT COMMITTEE.....	24
SECTION 2-4: HEALTH AND SAFETY COMMITTEE	25
ARTICLE 3: COMPENSATION/WAGES.....	26
SECTION 3-1: WAGES	26
SECTION 3-1A: PRODUCTIVITY ENHANCEMENT PAY.....	28
SECTION 3-2: OVERTIME	29
SECTION 3-2A: CALL OUT PAY	31
SECTION 3-3: OUT-OF-CLASS PAY.....	31
SECTION 3-4: SICK LEAVE CONVERSION AT RETIREMENT.....	32
SECTION 3-4A: SICK LEAVE PAYOUT	33
SECTION 3-5: SHIFT DIFFERENTIAL PAY	33
SECTION 3-5A: WEEKEND SHIFT DIFFERENTIAL PAY.....	33
SECTION 3-6: STAND-BY PAY	34
SECTION 3-7: SHOW-UP TIME.....	34
SECTION 3-8: JURY DUTY	35
SECTION 3-9: DEFERRED COMPENSATION PROGRAM	35
ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS	35
SECTION 4-1: HOURS OF WORK.....	35
SECTION 4-2: REST AND LUNCH PERIODS.....	36
SECTION 4-3: CLEAN-UP TIME	37
SECTION 4-4: SENIORITY	38
SECTION 4-5: BUMP/BID PROCEDURE EQUIPMENT MANAGEMENT DIVISION	38
ARTICLE 5: BENEFITS.....	40
SECTION 5-1: HEALTH INSURANCE AND EMPLOYEE ASSISTANCE	40
SECTION 5-2: DENTAL INSURANCE.....	41
SECTION 5-3: LIFE INSURANCE	41
SECTION 5-4: LONG-TERM DISABILITY INSURANCE	42
SECTION 5-5: HOLIDAYS AND VACATION LEAVE	43
SECTION 5-6: UNIFORMS	45
SECTION 5-7: PARKING.....	45
SECTION 5-8: TOOL ALLOWANCE.....	45
SECTION 5-9: PARENTAL LEAVE.....	47
ARTICLE 6: MISCELLANEOUS	47
SECTION 6-1: SAVING CLAUSE	48
SECTION 6-2: COPIES OF DOCUMENT.....	48
SECTION 6-3: APPRENTICESHIP PROGRAMS	48

SECTION 6-4: PART-TIME EMPLOYEES	48
SECTION 6-5: DEPARTMENT CERTIFICATIONS AND REQUIRED LICENSES	49
SECTION 6-6: SAFETY MANUAL	49
SECTION 6-7: TERM AND EFFECT OF DOCUMENT	50
ADDENDUM A - ALLOCATION OF STEWARDS.....	53
ATTACHMENT A.....	54
ATTACHMENT B (RELATING TO VACATION LEAVE).....	56
ATTACHMENT C (RELATING TO SICK LEAVE).....	59

PREAMBLE

WHEREAS the well-being dignity, respect, and morale of the employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours, and working conditions of their employment; and

WHEREAS the parties hereby acknowledge that the provisions of this **Terms and Conditions of Employment** (hereinafter **Document or TCE**) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix except as expressly and lawfully modified herein; and

WHEREAS the parties agree that the Phoenix Employment Relations Board (P.E.R.B.) unit certification reflects that there exists a clear and identifiable community of interest among employees covered by this **Document**; and

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, and working conditions of employees in Field Unit II;**and**

WHEREAS the parties, through their designated representatives, were unable to come to agreement concerning wages, hours, and working conditions of employees in Field Unit II (hereinafter Unit 2 or Union or AFSCME Local 2384),

NOW THEREFORE, the City Council of the City of Phoenix hereby imposes the following Terms and Conditions of Employment upon Unit 2.

ARTICLE 1: Rights

Section 1-1: Gender

Whenever any words used herein in the masculine, feminine, or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 1-1A: Recognition

- A. The City recognizes the Union as the sole and exclusive meet and confer agent pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all employees in positions constituting Field Unit II, as certified or as may be modified by the Phoenix Employment Relations Board (P.E.R.B.).

Section 1-2: City and Department Rights

- A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this **Document**.
- B. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this **Document** and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations consistent with law and the specific provisions of this **Document**, to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community. Nothing herein shall be construed to diminish the rights of the City under Section 5 of the Meet and Confer Ordinance.

Section 1-3: Union Rights

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. **The Phoenix City Council has determined there are specific activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which** full-time release positions, and release hours, **are** efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting members in understanding and following work rules; and administering the provisions of the **Terms and Conditions of Employment**. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation detailed in this agreement.

1. Full-Time Release Positions

Four full-time release positions, designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this **Document**. **There will be a deduction of hours from the Union's release bank for the four full-time release positions.** The full-time release positions agree to comply with all City rules and regulations. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

The Union will keep the Labor Relations Division apprised of the regular work schedules of the release positions and submit leave slips for processing.

Upon return to their regular city duties, the Unit employee shall be reinstated to their original position, location, and schedule by seniority.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor - Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to pay the President of the Union two hundred eight (208) hours of straight time in his/her compensatory time bank. Each of the other two full-time Union release positions will receive eighty (80) hours of straight time in each of their compensatory time banks each MOU year.

The Union, subject to departmental operation and scheduling factors and reasonable advance notice, shall be allowed a total of one hundred and fifty (150) hours of paid leave to attend Union seminars, lectures, and conventions.

*In addition, the Union shall be allowed fourteen thousand dollars (\$14,000) reimbursable to the Union by the City each **TCE** year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire \$14,000 is not used in the first year of the TCE the balance will carry over into the second year not to exceed twenty-eight thousand (\$28,000) during the term of this **Document**. Funds not used by the end of the **TCE** will expire.*

2. Union Stewards

The Union may designate up to fifty-five (55) site stewards, twenty-six (26) chief stewards, and seventeen (17) lead stewards to serve as Union representatives. Such designations shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" and such stewards shall service grievances at said job sites to which they are regularly assigned, in accordance with Attachment "A" hereto. Chief Stewards may substitute for job site stewards in the assigned area of jurisdiction as shown in Attachment "A."

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or addition of stewards in the event of reorganization or expansion of Unit II departments.

- a. The Union shall notify the Labor Relations Division of the Human Resources Department, in writing, of its designations and re-designations of stewards and chief stewards.
- b. There shall be no obligations on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.
- c. One such steward from the Grievant's home department and the grievant may, after the grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1) when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings with City of Phoenix department representatives without loss of pay or benefits. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.
- d. City employees who are on duty, either witnesses or grievants and the shop steward representing an employee, may attend Civil Service meetings and Phoenix Employment Relations Board (P.E.R.B.) meetings on City time.
- e. The Union will be allowed subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to one day of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the **Document**.

3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and seventy two (72) hours advance notice in each instance, a unit total of **three thousand one hundred eighty three (3,183)** hours paid release time in a bank of release hours per **TCE** year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld.

With the exception of the ten elected union officials, only one representative may be released from the same work group/shop at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld. No representative (with the exception of the ten elected union officials), will be permitted to use more than 420 hours of release time from the bank of hours in any one **TCE** year.

Any hours used in excess of the bank of Union release hours must be approved by the Labor Relations Administrator and the AFSCME Local 2384 President. The number of hours used in excess of the allowable Union release hours at the end of the **Document** term will be deducted from the Union release hours available for the following year. A surplus of hours will be carried over into the next year to a maximum total Union release of 8,325 hours.

B. Unpaid Release Time for Unit Related Activity

Union members may be authorized in advance in writing to engage in lawful Union activities during City work hours on a non-paid basis at the unrestricted discretion of the City Manager or designee consistent with the purpose of this **Document**.

A member selected by the Union to do Unit representative work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service Rules, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

C. The Union will be allowed one (1) hour each orientation session to talk to and recruit new Unit members into the Union and to explain the rights and benefits under the **TCE**. This time will be allotted in addition to new employee orientation, at the departments that have new employee orientation, in the Aviation, Public Works, and Water Services Departments. The content of such information shall not be political in nature, or abusive of any person in City employment. This time shall be considered *de minimus* time.

D. Prior to the termination of the current **Document** and subject to operational and scheduling factors, each designated Union representative, which is defined as the elected Executive Board, will be allowed up to one day of paid release time to facilitate the familiarization of the terms of the successor **Document**.

E. There shall be no use of official time for Union related activities except as expressly authorized under the aforesaid sections.

F. International and Union Representatives

Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform to the safety regulations of the work site.

***G. Payroll Deduction**

1. The City shall deduct from the first pay warrant of Union members, in each month, the regular periodic membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.
2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
3. The City shall not make dues deductions for Unit employees on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this **Document**. At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.
4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this **Document** make changes in the amount of deduction hereunder for the general membership provided cost for implementing such changes shall be reimbursed by the Union.

*H. Facilities and Services

1. The Union through its designated representative, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods.
2. The City shall provide the Union with accessible bulletin boards at mutually agreed upon locations. The City shall grant sole and exclusive use of such bulletin boards to the Union.
3. Materials which are abusive of any person or organization, which conflict with laws regulating the political activities of City employees, and which are disruptive of the City's operations may not be posted or distributed.

4. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.
5. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall provide the Union, upon request, a listing of Unit employees indicating name, address, job classification, department number, and/or a seniority list by job classification.
6. The City will endeavor to maintain remote computer access to the City's intranet for the Union Office.

*1. Contracting Out

The City will comply with the provisions of Management Procedure Number 5.501, dated February 7, 1994, and notify the Union, in writing, of the City's intent to contract with a private agency for the provision of municipal services. The Union may, within seven (7) calendar days of this notification, request a Labor-Management Committee meeting for the purpose of discussing the potential contract. It is understood by all parties that the Union's exercise of rights granted by this Article shall in no way delay the process outlined in Management Procedure 5.501, nor impede the City's authority to enter into a contractual agreement with a private agency.

The City will provide the union, upon request, with a listing in electronic format of unit employees' name, home address, date of employment, and department. The City will also provide mailing information of all Unit 2 employees at the request of the Union.

The City shall provide the Union a list of all Unit 2 vacancies monthly.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

Section 1-4: Rights of Unit Employees

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours

spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. All Unit employees and stewards have the right to have the Union serve as their "meet and confer" representative as set forth in the Meet and Confer Ordinance without discrimination or retaliation based on membership or non-membership in the Union or any other organization.

- B. Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and if personally requested by the employee during the conduct of a management initiated investigatory interview concerning allegations focused on the employee, which may result in disciplinary action against the employee for violation of City or department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that the employee is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing, will be given a written statement informing the employee of the nature of the investigation and the allegations against the employee. The written statement will also notify the Unit member that the employee has the right to have a representative attend the investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member or representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if his or her accuser is a city employee or citizen/customer, and all allegations against the employee.

If a Union Steward is requested by management to hold over, or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union Steward or the Union President or his designee.

- C. Unit employees have the right to present their own grievance, in person or by legal counsel.

1. Any Unit member covered hereunder or his representative designated on a written form signed by the employee shall, on request and by appointment, be permitted to examine his departmental personnel file, in the presence of an appropriate supervisory official of the Department.
 2. No Unit member shall have any adverse comments entered into a departmental personnel file without the member being informed by a supervisor. The Unit member shall be asked to date and sign such material solely as evidence of being advised of its existence, not as indicating agreement. If the Unit member requests, he shall receive a copy of the adverse comment.
 3. Unit members may, at their discretion, attach rebuttal statements to any material contained in their departmental personnel file, which may be adverse in nature.
- D. The City will comply with provisions of A.R.S. Section 12-2506, paragraph D, subparagraph 1, and assume responsibility for actions of any Unit II employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.
- E. All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below. Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

- F. The City shall post on employee bulletin boards any new policies and/or revision in City or written department policies and procedures affecting Unit II employees. Notice shall remain posted for not less than twenty-one (21) working days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

- G. A coaching is a verbal discussion with an employee. A coaching is not to be considered a first offense for purposes of progressive discipline. Employees will be advised that they are receiving a coaching at the time it is given. A written record of a coaching may be placed in the supervisor's file for both positive and negative incidents. An employee may receive more than one (1) coaching for a similar matter.

A supervisory counseling is a verbal warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and above the line the statement: "The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence." The employee will receive a copy of the memo.

A supervisory counseling will only be retained in the supervisor's file. It will not be placed in the employee's personnel file.

The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

- H. If an employee is not given his/her PMG by the annual review date, the employee's merit increase will be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If PMG is an overall "met").

Employees will be notified of performance issues as they occur or are discovered.

- I. All unit members have the right to be treated in a manner which is fair and impartial **in any matter associated with the rights of unit members under specific terms of the TCE.**

If a unit employee is suspended, it is understood that a suspension day is defined as eight (8) hours. For employees working compressed workweek, the remaining hours of the workday would be accounted at the sole discretion of management.

Section 1-5: Prohibition of Strike and Lockouts

- A. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.
- B. There shall be no "lockout" by the City during the term hereof.

Section 1-6: New Positions/Classifications

- A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.
- B. The parties **will** consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.
- C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or

experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.

D. Requests for Studies

1. The Union may submit written requests for job classification studies to the Labor-Management Committee.
2. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
 - a. A full description of the new duties and responsibilities.
 - b. A full explanation of why the Union feels the position(s) should be reclassified.
 - c. A list of comparative positions/classifications that led to the Union's request.
 - d. Such other information as is normally considered relevant to a classification review.
3. The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures in that respect.
4. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.

E. **For each year of the Document, the union may request up to one (1) current classification be studied.**

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. Informal Resolution

1. The parties agree that the first attempt to resolve employee complaints arising under this **Document** will be an informal discussion between the employee and

his immediate non-unit supervisor only.

2. It is the responsibility of Unit members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate non-unit supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
3. If such informal discussion does not resolve the problem to the Unit member's satisfaction, and if the complaint constitutes a grievance herein defined, the Unit member may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A "grievance" is a written allegation by a Unit employee, submitted as herein specified, claiming violation(s) of the specific express terms of this **Document** for which there is no Civil Service or other specific method of review provided by State or City law.
2. **The City continues to retain the format used for the grievances, including forms, technology, etc.**
3. **A grievance which does not meet the requirements set forth in this Article shall be null and void and will not be processed in accordance with this procedure.**

C. Procedure

In processing a formal grievance, the following procedure shall apply:

A grievance must be reduced to writing, citing the specific Article and Section of this Document alleged to have been violated.

Step 1

The unit employee shall reduce **the** grievance to writing by completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within **fourteen (14)** calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. The City will assign a grievance number within **fourteen (14)** calendar days. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held.

The second line supervisor shall, within **fourteen (14)** calendar days of having received the written grievance or such meeting, whichever is later, submit his

response thereto in writing to the Grievant and the Grievant's representative, if any. **The parties by written mutual agreement may skip from Step 1 to Step 2 of the grievance procedure.**

Step 2

If the **written** response of **Step 1** does not result in resolution of the grievance, the grievant may appeal the grievance by completing the City form and presenting it to the second **Step** of review, the Department Head or his designee, within **fourteen (14)** calendar days of the grievant's receipt of the **Step 1** response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within **fourteen (14)** calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any. **The parties by written mutual agreement may skip from Step 2 to Step 3 of the grievance procedure.**

Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee/Arbitrator, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within fourteen (14) calendar days of receipt of the Step 2 response. Labor Relations shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the department head, or designees, and the Grievant and the Grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within fourteen (14) calendar days of the meeting.

Step 3

- a. If the **written response of the Step 2 (or 2.5 if applicable)** does not result in resolution of the grievance, the grievant and Union may, within **fourteen (14)** calendar days of having received the Step 2 response, appeal the grievance by completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

The Grievance Committee shall be composed of:

Chairman: A member of the City Manager's Office designated by the City Manager.

Member: A City of Phoenix Department Director.

Member: The President of the Local or the President's designee.

At the beginning of each contract year, the Union and the City will each select five Department Directors to serve as Grievance Committee members. No selected Department Director will serve as a committee member when the grievance involves his/her department. Staff support to the Grievance Committee will be provided by the Human Resources Department. The Labor Relations Administrator and/or Department Director in Labor Relations will serve as an advisor to the committee.

The Grievance Committee shall, within **fourteen (14)** calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented. The Grievance Committee shall, within **fourteen (14)** calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

- b. In lieu of such hearing, the grievant and the Union may jointly invoke the following procedure by submitting the written notice to the Labor Relations Division within **fourteen (14)** calendar days of having received the Step 2 response. If the grievant and the Union so elect in writing within the above time limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.

The parties or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within **fourteen (14)** calendar days of the receipt of said list, select the arbitrator by alternately striking names from the said list until one-name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. The arbitrator shall neither add to, detract from, nor modify the language of the Memorandum or of Departmental rules and regulations in considering any issue properly before him/her.
- ii. The arbitrator shall be expressly confined him/her to the precise issues

submitted to him/her and shall have no authority to consider any other issue not submitted to him/her.

- iii. The arbitrator shall be bound by applicable State and City Law.

The arbitrator shall submit his findings and advisory recommendations to the grievant and the City Manager, or their designated representatives. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties. **The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.**

D. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1, Section 1-3 of this **Document**. The Union shall file such grievance at Step 3 of the procedure. All other grievances must be filed and signed by Unit employees subject to the provisions of this Article.

E. Group Grievance

When more than one Unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such employees. Such group grievances shall be filed at the step of this procedure which provides the lowest level of common supervision having authority over all named grievants. Each Unit employee that is a party grievant must be named and must sign such group grievance.

F. Time Limits

Failure of the City Management representatives to comply with time limits specified in Section 2-1 C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Except, however, that the parties may extend time limits by mutual written agreement in advance.

G. Notice to Union of Grievance Resolution

The City will put the Union on notice of proposed final resolutions of grievances where the Union has not been designated as the grievant's representative for the purpose of allowing the Union to ascertain that a final resolution will not be contrary to the terms of this **Document**.

The City will ensure that a copy of every **TCE** grievance filed by a Unit member,

including the response from management, is forwarded to the Union at each step of the process.

- H. The City will not discriminate or retaliate against employees because of their exercise of rights granted by this Article.
- I. Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union President or any Officer of the Union within **fourteen (14)** calendar days of the occurrence prompting the grievance, or within **fourteen (14)** calendar days of the date upon which the employer became aware of the situation prompting the grievance. The President, or designee, shall, in each case, provide a written answer within **fourteen (14)** calendar days from receipt of the grievance

Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein; provided that the employer shall bear the cost of the services of the arbitrator.

J.

The Union and the City agree to meet at regular intervals (as defined in Article 2 Section 2-2 Labor/Management Committee) to find ways to improve the grievance procedures.

Section 2-2: Arbitration

A. Independent Arbitrator

Any Unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 2-1 C below.

B. Appeal

The Union, on behalf of the employee, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within fourteen (14) calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or twenty-one (21) calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion, or dismissal. The request

must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

The Union, on behalf of the employee, shall also immediately thereafter file copies thereof with the complainant department head and the City Attorney. At the time the Union files the request for hearing, it shall set forth whether the hearing will be public or private.

C. Selection of Arbitrator

If the request for an independent arbitrator to be appointed as a hearing officer is approved by the Civil Service Board, the Labor Relations Administrator or his designated representative on behalf of the City and the Union president or his designated representative on behalf of the employee shall agree on an independent arbitrator within ten (10) calendar days after approval and appointment by the Board of the appeal request. If an agreement on an independent arbitrator cannot be reached within said ten (10) calendar days, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) provide a list with the names of seven (7) arbitrators with public sector experience. In requesting such lists, the parties shall stipulate that arbitrators should be from within Arizona.

The parties shall, within seven (7) calendar days of the receipt of the list, select the arbitrator by striking names alternately until one-name remains. The remaining name shall be designated as the independent arbitrator appointed by the Civil Service Board as the hearing officer for the appeal. The parties shall jointly communicate with the chosen arbitrator to advise him of the appointment.

In the event that the chosen arbitrator is unable to accept the appointment as hearing officer, the parties shall either select another independent arbitrator from a new list in the same manner as described above, or if mutually agreeable select another independent arbitrator from the original list. The independent arbitrator chosen shall be designated as the hearing officer appointed by the Civil Service Board for the appeal.

D. Time for Hearing

When possible the hearing date shall be set within thirty (30) calendar days from the request. Delays may be granted by mutual agreement of the parties. However, any such delay occurring at the request of the Union, shall automatically be excluded from any calculations of back pay to the employees, if any, as determined by the Civil Service Board.

E. Hearing Procedures

The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix. In the conduct of the hearing, the hearing officer shall not be bound by the technical rules of evidence, nor shall informality in any of the proceedings or in the manner of taking testimony invalidate any order, decision, rule, or regulation made or approved by the Civil Service Board.

F. Witnesses

An employee appellant, or an employee subpoenaed as a witness, shall be granted a leave of absence from his/her regularly assigned duties during his/her regularly assigned work hours without loss of pay for the time.

At the request of either party, the arbitrator shall order that any witness who will testify during the hearing be excluded from the hearing room until such time as they testify. The City and the Union may exclude from the operation of this provision one representative each of the City and the local Union.

G. Proposed Findings; Objections to Report

Either party may file with the hearing officer written proposed findings of fact and conclusions within seven (7) calendar days of the conclusion of the hearing. A copy of such proposed findings and conclusions shall be served on the other party at the same time as filing with the hearing officer.

No later than two (2) calendar days before the Civil Service Board meeting where the appeal has been scheduled for hearing either party may file with the Civil Service Board written objections to the hearing officer's report. A copy of such objections shall be served on the other party at the same time as filing with the Civil Service Board. No post-hearing evidence shall be submitted.

H. Requirements

The independent arbitrator selected by the parties and appointed by the Civil Service Board pursuant to this article shall be bound by the following:

1. The independent arbitrator shall neither add to, detract from, nor modify the language of this **Document**.
2. The independent arbitrator shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue.
3. The independent arbitrator shall be bound by applicable Federal, State, and City laws.

I. Report

Within two (2) weeks of the conclusion of the hearing, the hearing officer shall forward all records and the report containing a statement of the findings of fact, conclusions, and recommendations concerning the appeal to the Civil Service Board and send a copy of the report to the parties. The hearing officer may recommend to the Civil Service Board the discipline be upheld or modified, or rescinded pursuant to Personnel Rule 22 (e).

J. Costs

The cost of the independent arbitrator and other costs related to obtaining said arbitrator shall be borne equally by the parties. Each party will be responsible for its own costs incurred in the hearing process, including but not limited to costs for legal services, service of subpoenas, and expert witnesses.

K. Civil Service Board

It is expressly understood that this article shall not impinge on the powers and duties of the Civil Service Board as provided for in Section 3 of Chapter XXV, Phoenix City Charter and Rule 22, Personnel Rules of the City of Phoenix.

L. Representation

The parties agree that for the purpose of this article the City will be represented by the Labor Relations Administrator for the City of Phoenix or designee and the employee will be represented by the President of AFSCME, Local 2384 or designee.

Section 2-3: Labor-Management Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. There shall be a Labor-Management Committee consisting of four (4) representatives of the Union and four (4) representatives of the City, unless mutually agree to additional representatives. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention.

- B. During the term of this **TCE**, the Union and the City shall establish an Apprenticeship Labor Management Committee. The Apprenticeship Labor Management Committee shall be comprised of a maximum of five (5) persons each from Labor and from Management.
- C. The Committee shall meet monthly or at other mutually scheduled times.
- D. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- E. The Union shall be advised of management recommendations for contracting of work presently being performed by Unit employees which would directly result in a reduction in the number of permanent Unit positions during the term of this **Document**. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to the Grievance Procedure of this **Document**.

The Management recommendations, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2 Section 2-1) of this **Document**.
- F. Any signed/dated written Labor/Management agreements with the signatures of both parties and the Chairperson will be binding on the parties for the remaining term of this **Document**.

Section 2-4: Health and Safety Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.

The City will continue its practice of providing personal protective equipment to protect employees from recognized safety and health hazards, this includes voucher for boots on an as needed basis.

A Unit employee may file, without fear of discipline, retaliation, or discrimination, a grievance (Article 2 Section 2-1) when, in his best judgment, the City has failed to

comply with specific safety and health standards promulgated by local, state, and federal regulations.

- B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This committee shall be composed of two (2) Unit employees appointed by the Union and two (2) City representatives as designated by the City Manager. The chair shall rotate among the members.
- C. The committee shall meet quarterly or at other mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the committee shall be submitted to the Department Head concerned and to the City Manager.

- D. In the discharge of its function, the committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.
- E. Employee members of the committee shall not lose pay or benefits for meetings mutually scheduled during their duty time. Union members assigned to the Health and Safety Committee shall be permitted to attend Department Health and Safety Committee meetings.

ARTICLE 3: Compensation/Wages

Various sections of this **TCE** contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

Section 3-1: Wages

- A. In year one, the economic value of **ongoing total compensation increases will equal 2.0%. Unit 2 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.**
 - 1. **2.38% wage increase effective July 2019 for all steps.**

2. **One-time payment of \$682 for each full-time unit member paid on July 19, 2019.**
- B. In year two, the economic value of **ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.**
1. **1.78% wage increase effective July 2020 for all steps.**
 2. **One-time payment of \$683 for each full-time unit member paid on July 31, 2020.**
- C. If the City projects a General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018. .
- D. Licensed Pesticide Applicators shall receive fifty (\$.50) in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.
- E. Unit II Employees required by the City to maintain a Commercial Drivers License (CDL) as a secondary part of their regular position duties shall receive twenty cents (\$.20) in addition to their base hourly rate. This pay is not applicable to all positions in classifications which hold CDLs, nor is it applicable to positions in classification in which driving is a primary function of the position.
- F. It is understood that for implementation purposes, the practice of rounding off fractional cents shall be done in accordance with universally accepted mathematical and accounting principles.
- G. The term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes.

Unpaid "Floating" Holidays

Unpaid "floating" holidays must be designated and approved by their supervisor by August 1 of each fiscal year. If not all unpaid "floating" holidays are designated by the deadline, the holidays will be designated by the department by September 1. The unpaid "floating" holiday furlough may be taken in at least a one (1) hour increment. Per state law, New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas must be paid holiday; and therefore, cannot be designated unpaid "floating" holidays.

Administration and approval of unpaid "floating" holidays are not subject to the grievance procedure.

The unpaid holiday requirement will be phased out by Year Two of the 2016-19 MOU.

Section 3-1A: Productivity Enhancement Pay

Productivity Enhancement Pay

In recognition of continuous service and overall performance, the City agrees to the following Productivity Enhancement pay formula for Unit II employees.

A. Pay Benefit:

In November of each calendar year, and June of each calendar year, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred and three dollars (\$103.00) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of three thousand five hundred and two dollars (\$3,502) at the completion of 22 years of continuous full time service.

In November of each calendar year, and June of each calendar year, unit members who have completed twenty three (23) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred thirty-eight dollars and eighty-nine cents (\$138.89) for the completion of each year of continuous full-time service in excess of five (5) years, up to annual maximum of six thousand one hundred twelve dollars (\$6,112) at the completion of twenty-seven (27) years.

B. Qualifications:

1. An employee must have completed at least one year of continuous full-time service at the top step in his classification.

Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, Productivity Enhancement pay will not be affected by movement to positions within the same pay range.

When a position is reclassified to a higher classification, or when a classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds to the closest to their combined base pay and previous Productivity Enhancement amount (incumbent's annualized payment), and which does not result in a decrease from that amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range

change results in only a maximum possible one-range increase and the incumbent is receiving Productivity Enhancement pay, he/she will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

2. An employee must have completed six (6) years of continuous full-time service.
3. An employee must have received an overall performance rating of “Met” on his latest scheduled performance evaluation on file at the time of the qualifying date.
4. An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

C. Terms of Payment:

1. The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit member’s regular paycheck.

Section 3-2: Overtime

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled workweek or daily work shift; it being understood that overtime for Unit members who normally work a daily work shift of eight (8) consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of forty (40) hours in a seven (7) day work period, or eight (8) hours per daily shift including paid meal periods. In addition, when an employee is assigned and works two (2) eight (8) hour shifts, and/or two (2) ten (10) hour shifts, or any combination of the two shifts, the second of which commences less than twelve (12) hours after the regularly scheduled conclusion of the first, that amount of time falling within said twelve (12) hour period is deemed overtime for purposes of Section 3-2 D below, except, however, that such twelve (12) hour rule does not apply to regular shift change situations, relief positions, and positions in the classification of Event Services Worker at the Phoenix Convention Center. The twelve (12) hour rule also does not apply if an employee works less than a full shift either before or after his/her regular shift.
- B. For the **2019 – 2021 TCE**, except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek (but not daily work shift). Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

The employee's appropriate leave bank will be charged only for the difference between the scheduled daily work shift and the hours actually worked that day.

- C. Overtime shall be worked and shall be allowed if assigned by the non-Unit supervisor or other authorized representative of the City.
- D. Overtime work will be compensated at one and one-half (1 1/2) times the regular rate, which will be computed in accordance with provisions of the Fair Labor Standards Act. Such payment will commence after the first seven (7) minutes.
- E. In lieu of cash payment, a Unit member may request compensatory time credits up to a maximum accumulation of two hundred and ten (210) hours effective July 1, 2008; increase to two hundred and fifteen (215) hours effective July 1, 2009. Authorized overtime hours worked in excess of the maximum accumulation shall be paid in cash. The request for compensatory time credit must be made at the time the overtime is worked. The Department Head shall make the final determination on the method of payment (either cash or compensatory time). Use of compensatory time off shall be subject to departmental approval and scheduling.
- F. Compensatory Time Conversion

Effective July 1, 2018, a unit member may convert accumulated compensatory time credits to cash twice per **TCE** year, up to a maximum of seventy (70) hours by notifying the Department Head in writing of such intent either July and/or November. Payment will be made on or before August 31 or November 30.

- G. The City shall endeavor to distribute the opportunity for non-standby overtime equally between employees or crews of employees within the same classification and work location.

Records of overtime worked by employees shall be provided to the designated Union Steward, to be posted on a quarterly basis on Union bulletin boards. In areas where no Steward is available, the list will be sent electronically to the Union Hall general email address: afscme2384@afscme2384.com. In addition, records of overtime worked by Unit members shall be made available for inspection by an authorized representative of the Union upon advance request and at reasonable times.

- H. Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to ensure service delivery, or to conduct mandatory training.
- I. Where a ten (10) hour, four (4) day workweek schedule is implemented, overtime is defined as time assigned and worked beyond ten (10) hours a day or forty (40) hours a week.

Section 3-2A: Call Out Pay

The eight (8) hour period before the start of a Unit employee's regular shift is to be called "rest time." If an employee is called out during this time, the employee shall be allowed to adjust their work hours up to 4 hours (flex time) to allow the employee to have proper rest before the start of the employee's shift, whenever possible at the supervisor's discretion. Example: An employee starts at 6 am, and is allowed to start at up to 10 am to 8 pm.

An employee shall have a minimum of three (3) hours' pay at overtime rates when called out for work after going home from a shift, or when called out for overtime work while on standby pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate forty-five (45) minutes after being relieved from duty. These forty-five (45) minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum.

Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra time worked.

Provisions of this section shall be interpreted in a manner which complies with the Fair Labor Standards Act.

Remote Access Support

Employees on Stand by called to perform work by remote access, such as VPN, shall receive a minimum of thirty (30) minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. Remote access overtime shall be paid even when more than one call out is made provided these calls are separated by more than thirty (30) minutes. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Telephone Support

Employees on Stand by called to perform work by means of telephone support shall receive fifteen (15) minutes pay at the overtime rate or the actual amount of time expended whichever is greater. Telephone support overtime shall be paid even when more than one call out is made provided these calls are separated by more than fifteen (15) minutes. Calls placed closer than fifteen (15) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Section 3-3: Out-of-Class Pay

A Unit employee who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

- A. To be eligible for the additional compensation, the Unit employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period. Satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class will be credited to the qualifying period. The days of out-of-class assignment need not be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. In addition, out-of-class credit shall be given for out-of-class work for five (5) hours work for a ten (10) hour shift and for four (4) hours work for an eight (8) hour shift.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A Unit employee working out-of-class for five (5) hours for a ten (10) hour shift or four (4) hours for an eight (8) hour shift shall be credited with working out-of-class for the entire shift.
- C. To qualify for out-of-class pay, a Unit employee must be given the assignment in writing by a non-Unit supervisor or other authorized management representative of the City.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class. Such time, however, shall be submitted by the employee as creditable experience in promotional examinations for the higher class.
- E. A Unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping Unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into Unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments. The overtime rate shall be the rate established by the overtime regulations that apply to the higher classification.

Section 3-4: Sick Leave Conversion at Retirement

- A. Sick Leave Cash Out Formula

Effective July 8, 2002, the following benefits shall apply:

Upon retirement, bargaining Unit employees with a minimum of 750 hours of accrued and unused sick leave, excluding the first 250 hours, will be paid for 25% of the remaining hours as base hourly wage.

Additional language of this Section 3-4 is contained in Attachments B and C.

Section 3-4A: Sick Leave Payout

All accumulated sick leave hours on the city's official file at the time of the member's death will be paid. Payment will be based upon the member's base hourly rate at the time of death.

Section 3-5: Shift Differential Pay

Unit employees shall receive ninety cents (\$0.90) per hour in addition to their regular rate of pay when working a night shift which ends at or after 9:00 p.m., and before midnight, and one dollar and twenty-five cents (\$1.25) per hour in addition to their regular rate of pay when working a night shift which includes work during the period after midnight to 4:00 a.m.

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Shift premium pay shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift. Effective July 1, 1999, night shift premium pay applies to regular part-time employees.

Section 3-5A: Weekend Shift Differential Pay

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Effective July 10, 2006, a Unit member shall receive forty cents (\$0.40) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m., on Sunday.

A Unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.

A Unit member who is called out and works between 2:00 p.m., on Friday and 11:59 p.m., on Sunday, will be paid weekend shift differential for all hours worked at the rate

specified in this article. If a Unit member was called out while on stand-by status, he will not receive weekend shift differential.

Section 3-6: Stand-By Pay

When a Unit member is required to be available for call-out outside the employee's regular work schedule, the member shall be compensated for such assigned stand-by hours at two dollars (\$2.00) per hour. Starting in the first pay period in July 2007, stand by pay shall increase to two dollars and fifty cents (\$2.50) per hour. Employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

Section 3-7: Show-Up Time

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at least four (4) hours at the applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may assign the employee substitute work. In the event scheduled work is interrupted due to conditions beyond the City's control and substitute work is not available to be assigned, affected employees shall be paid for four (4) hours at the regular rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first.

Except in emergencies, an employee who is scheduled to report to work for overtime, has not been notified to the contrary, and presents himself for work as scheduled shall be paid for at least four (4) hours at the applicable rate of pay. An employee who is entitled to four (4) hours of pay due to cancellation in whole or in part of their shift will not receive pay for travel time to and from the worksite for this shift. Employees are not entitled to submit vacation or compensation time for the remainder of an overtime shift.

An employee will only be paid at the overtime rate for hours "actually worked" and will be paid at the otherwise applicable rate of pay for the remainder of the four (4) hours. "Actually worked" is defined as the time the employee is scheduled and available to perform work or performing job duties, prior to being released by a supervisor because that work has ended.

Employees released hereunder prior to the end of their scheduled shift may be required to stand by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 3, Section 3-6, "Stand-By Pay" hereof). An employee shall have the option of using either vacation time or compensatory time for the balance of his regular shift. Employees called back to work shall be entitled to their regular pay only and not any premium for work performed during the balance of their regularly scheduled shift.

Section 3-8: Jury Duty

A Unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and reasonable travel time and shall, if he chooses, retain jury or witness pay, except where such testimony or witness duty is the result of an employee's official duties as a City employee.

To be eligible for paid leave for jury or witness duty, an employee must present verification of his call to jury duty or witness duty.

Paid witness leave shall not be allowed when the Unit employee is the defendant or plaintiff in a court action.

Section 3-9: Deferred Compensation Program

The City will contribute 3.62% of the annual base wage to a deferred compensation fund for each Unit employee for each year. .

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Hours of Work

- A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, Section 3-2.

The City, in collaboration with the Union, may experiment with flextime schedules when the following conditions are met:

- a. **Approval of Department Head**
 - b. **Approval of Union President**
 - c. **Mutually agreed schedule between Unit Member and Supervisor**
 - d. **Signed Waiver**
- B. The work week shall only consist of a schedule of consecutive work days in a seven (7) calendar day pre-established work period, except in the Equipment Management Division of Public Works Department. Any changes to the consecutive workday schedule will be made by mutual agreement between AFSCME 2384 and the City on the 4 day, 10 hour work shift.

- C. Within a five (5) day work schedule, the work day will consist of eight (8) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions. Within a four (4) day work schedule, the work day will consist of ten (10) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions.

The City and the Union recognize that no regularly scheduled shift lengths, other than those outlined in Article 4, shall be observed in Field Unit II.

- D. Relief Crews

At the 91st Avenue and 23rd Avenue Wastewater Treatment Plants, there may be one (1), but no more than one (1), relief crew per plant as determined by management.

- E. Permanent regular work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate department bulletin boards.
- F. When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the affected employees and the Union Hall, not less than fourteen (14) calendar days in advance and will notify the Union of such changes, prior to actual implementation.

In emergency situations, temporary work schedules may be adopted without the fourteen (14) calendar days notice to the affected employees. "Emergency" shall mean unforeseen operational circumstances.

- G. Summer hours shall begin no later than the last Monday in April and shall terminate no earlier than the second Monday in September whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past. Summer scheduling may, at the discretion of the City, be implemented earlier in the year than specified in this section, or terminated later in the year than specified in this section.
- H. The City may implement ten (10) hours per day, four (4) days per week work schedules when it is determined by the City that such scheduling is beneficial to City operations.

Section 4-2: Rest and Lunch Periods

Scheduled work shifts shall include meal periods to be observed as follows:

5 DAY WORK WEEK

MEAL PERIOD

8 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
8-1/2 hours	No less than 30 minutes, unpaid.
9 hours	No less than 60 minutes, unpaid.
4 DAY WORK WEEK	MEAL PERIOD
10 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
10 1/2 hours	No less than 30 minutes, unpaid.
11 hours	No less than 60 minutes, unpaid.

Two (2) non-work periods of fifteen (15) minutes during the above scheduled work shifts shall be permitted to promote the health, safety, and efficiency of employees on the job. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.

When work demands permit, with a supervisor's approval, a Unit member may combine their thirty (30) minute meal period with one of his fifteen (15) minute rest periods to achieve a forty-five (45) minute meal period. This paid leave time counts as hours worked.

When a unit member works overtime of two (2) hours or more in addition to their daily work shift, they shall be entitled to an additional fifteen (15) minute break. Every additional two (2) hours of overtime will entitle an employee to an additional fifteen (15) minute break.

After four (4) consecutive hours of overtime, a unit member shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall a unit member be entitled to more than one such break for every eight (8) consecutive hours of overtime.

Employees shall be allowed reasonable time, as necessary, for personal clean up prior to the commencement of the lunch and break periods.

Section 4-3: Clean-Up Time

Unit employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean up. Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

Section 4-4: Seniority

- A. The City shall provide the Union with a list of Unit members showing each Unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of training, work assignments, vacation schedules, and in the determination of layoffs.

Section 4-5: Bump/Bid Procedure Equipment Management Division

Policy: To provide an equitable system for employee selection of shift, days off, and area location, the Union and the City recommend that departments considering the implementation of a bump/bid policy for a designated group of Unit II employees use this article as a guideline in the development of their policy.

A. General Guidelines

1. Annual Bump/Bid

There will be a full Bump/Bid each fiscal year, in December, which will become effective the first pay period in January.

2. Interim Bump/Bid

A layoff, a transfer of a vacant position number to another shift or shop, the addition of a permanent position number, a promotion, demotion, dismissal, resignation, or retirement will be filled subject to the in-class Bump/Bid. This means that any time positions become vacant within a particular classification, an open sign-up will be held. Vacant positions will be filled according to the seniority ranking of interested employees within a class.

3. Exceptions

a. The specialties listed below will be exempt from the general Bump/Bid procedure. Employees in these specialties will Bump/Bid only within their specialty and/or section.

- 1) Motorcycle Mechanics
- 2) Heavy Equipment Mechanics in the following assignments:
 - Fire shop
 - Off-road equipment

- Aerial equipment
- 91st Ave. Treatment Plant
- Landfills
- 3) Police substations-
 - Auto Technicians (master)
 - Fire Shop Auto Technicians
 - Equipment Service Worker II
- 4) Leads
- 5) Temporary, new hire and promoted employees*
- 6) Rovers
- 7) Make-ready shop (all personnel)
- 8) Service writers
- 9) Auto Parts Clerk III (annual bump for this class will be effective after the physical inventory each year).
- 10) Engine diagnostic specialist
- 11) Auto Mechanic at the 91st Ave. Treatment Plant

* Management reserves the right to place new employees on any shift and location for a six (6) month period for training and evaluation purposes. These employees become subject to the Bump/Bid procedure upon completion of six (6) months' employment. The day after the due date shown on their six (6) month performance rating will be the effective date.

At the end of the six (6) months, the position occupied by the temporary, new, or promoted employee will become available to the most senior employee who has signed up within the class. The two employees will then "switch" positions until the next Bump/Bid.

b. Positions of employees who have been on long-term industrial leave or light duty, or personal illness, for at least one hundred (100) days, at the time of the annual bump/bid will be excluded from the process. Upon return to regular, full-time employment, management will assign the employee to an available shift and location until the next Bump/Bid. Employees must return to work seven (7) days prior to the original bump/bid posting to be included in the bump/bid.

4. Annual Bump/Bid Completion

All personnel shall be frozen into the position selected, except to bid for openings created as outlined in Section 4-5 A (2) "Interim Bump/Bid."

5. Delegation of Authority

Employees may delegate/select a representative to participate in the bump/bid in their absence. This may be done by completing the official Bump/Bid Authorization Form and presenting it at the designated sign-up time. This form must be signed by the delegating employee and the employee performing the

selection. The actual Bump/Bid Sign-up Sheet will be annotated by the employee's representative printing the employee's last name and initialing the entry.

6. Official Notification

The annual bump/bid will be posted, in its entirety, for a minimum of fourteen (14) calendar days prior to the official sign-up date. A copy of the document will be posted at all Equipment Management Division Facilities.

B. Seniority

Seniority within classification will be the principal factor for bumping and/or bidding.

1. Determination of Seniority

Seniority constitutes length of certified status within a class of the City service. When two or more employees have the same length of time in the class, the employee with the longest certified City employment time shall be senior. If a tie still exists, the employee with the least amount of leave of absence without pay (excluding leave of absence due to sickness, injury, or military service) shall have the greater amount of seniority.

2. Dispute Resolution of Seniority

Any disputes concerning the calculation of seniority length will be resolved by the Public Works Department Human Resources Officer using the guidelines identified in the above "Determination of Seniority."

ARTICLE 5: Benefits

Section 5-1: Health Insurance and Employee Assistance

The City will continue to offer health insurance plans for Unit members.

A. Medical and Dental Insurance

1. Effective August 1, 2004, the City and the Union agree to maintain the current split for the health insurance monthly contribution for both single and family coverage. If there is a rate increase or decrease, the City will pay 80% of the new monthly contribution and the employee will pay 20%.

2. It is understood between the City and the Union that any changes in health insurance benefits or rates shall be effective on or about January 1, and that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

B. Employee Assistance Program

The City will continue the Employee Assistance Program, which will provide confidential individual and family counseling to all Unit employees and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.

- C. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Local 2384.
- D. The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).

Section 5-2: Dental Insurance

The current dental split will also remain the same. If there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

The City agrees to contribute 100% of the cost to provide dental insurance for single employee coverage, and 75% of the cost for family coverage.

The City agrees to retain the dental insurance plan for Unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The Plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of four thousand dollars (\$4,000) per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Section 5-3: Life Insurance

The City will provide at no cost to Unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's annual base

salary rounded up to the next one thousand dollars (\$1,000.00) or twenty-five thousand dollars (\$25,000.00), whichever is greater; in addition, the City will also provide death in the line of duty insurance with a face value of seventy-five thousand dollars (\$75,000.00). It is understood between the City and the Union that any change in life insurance benefits shall be effective on or about January 1. The designated beneficiary of a Unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the Unit member, and payment will be based upon the Unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each Unit member a \$200,000 death benefit covering the Unit member's commutation to and from his City work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance, and will cover the Unit member commute for up to two hours before his shift begins, and two hours after his shift concludes. The Union will only pay the cost of this benefit the first year of the **TCE**.

In the event of the death of a Unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each Unit member. The Union will pay the cost of this benefit, if any, the first year of each new **TCE** period.

Section 5-4: Long-Term Disability Insurance

Pursuant to A.R. 2.323, the City will offer a long term disability benefit for all regular full-time unit members. The City may revise the A.R., provided, however, that such revisions shall not conflict with the express provisions of the **TCE**. Employees who have been continuously employed and working on a full-time basis for twelve (12) consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits, and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than thirty (30) months.

Section 5-5: Holidays and Vacation Leave

- A. Employees, except those on hourly paid status, shall, when possible, without disrupting the various municipal services, be allowed the paid holidays listed below:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Four (4) hours on December 24
Christmas Day	December 25
24 Personal Leave Hours	After completion of six (6) months' service

1. Personal leave hours are added to an employee's vacation leave bank to be used as such.
2. When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on a Saturday, it shall be observed on the preceding Friday, except that the Library Department may observe such holidays on Saturday, and in the case of continuous and/or seven (7) day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to Christmas Eve which shall be granted only when it falls on the employee's regular scheduled workday.

A Unit employee working in continuous and/or seven (7) day operation, whose regularly scheduled day off falls on a holiday specified above, who is not on standby (Article 3 Section 3-6), and who is scheduled to work a regular shift on

such holiday and scheduled day off, shall be compensated as follows: eight (8) hours pay for the holiday plus pay at time and one-half (1 1/2) the regular rate for each hour assigned and worked to a maximum of eight (8) hours.

B. Vacation Accumulation

Vacation accrual, carryover, and separation pay-out shall be governed by the following table:

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>
0-5 years	8 hours
6-10 years	10 hours
11-15 years	11 hours
16-20 years	13 hours
21+ years	15 hours

<u>MAX. CARRYOVER</u>	<u>MAX. PAYOUT</u>
192 Hours	240 Hours
240 Hours	300 Hours
264 Hours	330 Hours
312 Hours	390 Hours
360 Hours	450 Hours

Unit members shall be allowed “vacation sell-back” twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of eighty (80) hours taken in no more than forty (40) hour increments, after the employee has accumulated a minimum of one hundred twenty (120) hours of vacation leave. The employee must take a minimum of forty (40) hours of vacation/comp-time during the calendar year to qualify for these payments.

From July 1, 2016 through June 30, 2018, the vacation sell back remains in concession at 40 hours maximum. Effective July 1, 2018, this benefit is restored to 80 hours.

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member. An immediate family member is defined as the employee’s spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care. Requests to receive such leave contributions will require a completed doctor’s certification.

The parties agree that on the following specified holidays starting in July 2009, all unit members whose regularly assigned work week consists of four (4) ten-hour (10) shifts, shall not be required to submit documentation for two (2) hours of paid leave on the following holidays:

1. Independence Day, July 4
2. Labor Day, September, First Monday
3. Veterans Day, November 11
4. Thanksgiving Day, November, Fourth Thursday
5. Friday after Thanksgiving Day
6. Christmas Day, December 25
7. Memorial Day (effective May 2010)

Section 5-6: Uniforms

- A. Airport Security Guards (Class Code 24000) uniforms will be supplied by the Aviation Department.
- B. On the effective date of this **Document**, the City will assume responsibility for the weekly cleaning/laundrying of uniforms issued to those Unit members who are employees of the Equipment Management Division of the Public Works Department.

Section 5-7: Parking

Employees regularly assigned to the Airport Terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.

Effective July 8, 2002, all employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.

All regular full-time and regular part-time Unit employees will receive, upon request, a City issued bus pass at no cost to the employee.

Section 5-8: Tool Allowance

- A. Unit employees in the following eligible classifications will receive a tool maintenance allowance of three hundred dollars (\$300.00) per annum.

Payment for tool allowance will be made on or about September 1.

Classification

User Technology Specialist U2
Instrumentation and Control Specialist
Trades Helper, Assigned U2
Equipment Service Worker I
Electrician Helper
Electrician Apprentice
Electrician
Electrician, Assigned Lead
Traffic Signal Technician
Telecommunications Specialist
Welder, Assigned U2
Building Equipment Operator I, assigned U2
Building Equipment Operator II, assigned U2
Building Maintenance Worker, Assigned U2
Locksmith

- B. Unit employees in the following eligible classifications will receive a tool maintenance allowance of six hundred dollars (\$600.00) per annum.

Payment for tool allowance will be made on or about September 1.

Equipment Service Worker II
Automotive Technician and all assignments
Heavy Equipment Mechanic and all assignments
Equipment Repair Specialist
Body Repair Specialist

Helicopter Mechanic

Fuel Systems Support Technician

Aircraft Technician and assignment

Section 5-9: Parental Leave

- A. The City will, as a matter of general policy, and subject to operational needs, authorize up to three (3) months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit member who needs to care for an ill family member. Family members include spouse, children (natural, adopted, foster, or stepchildren), brother, sister, parents, grandparents, as well as others living in the same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.
- B. An employee may use up to ten (10) hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to five (5) days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g).

In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of five (5) incidents not to exceed a total of forty (40) hours each calendar year.

For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job performance of an employee involved in a leave-management program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work, regardless of the length of time.

An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

- A. If any article or section of this **Document** should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this **Document** shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

Section 6-2: Copies of Document

Within sixty (60) days of the date that this **Document** is adopted by the City Council, the Union will arrange for printing of jointly approved copies of it for furnishing one to every Unit employee, Unit supervisor, and to management personnel. The cost of such duplication and distribution will be borne equally by the Union and the City.

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors and Suppliers), as may be amended.

Section 6-3: Apprenticeship Programs

The City will make available to the Union copies of all existing apprenticeship agreements affecting Unit II employees.

Section 6-4: Part-Time Employees

- A. Hourly paid Unit members, excluding seasonal and temporary employees, who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26) consecutive weeks shall be entitled to vacation credits of four (4) hours per month. Vacation credits shall be calculated and paid in cash, in December and June.

Continuation of this entitlement will be determined on November 1, February 1, and May 1. If the employee has worked a minimum of fifty (50) hours in each pay period in July, August, and September, his participation shall continue for the period November through January. A similar review and qualification will be required for October, November, and December; January, February, and March; and April, May, and June. If the employee separates from City employment, the participation will cease.

- B. Hourly paid employees, excluding seasonal employees, may be considered for advancement from pay step 1 to pay step 2 after completing 1,040 hours of work at step 1. Advancement from pay step 2 to pay step 3 and each subsequent step in a range may be considered after working 2,080 hours in each step.
- C. No full-time or part-time permanent employees in the City Civic Plaza Department shall be displaced or their hours reduced by the utilization of temporary employees, unless the issue has been discussed by the parties in a Labor/Management meeting and the City has complied with the provisions of Management Procedure 5.501, dated February 7, 1994.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions (“contracting out”).

Section 6-5: Department Certifications and Required Licenses

The City will reimburse Unit members of the Water Services Department for expenses incurred as a result of acquiring and maintaining certification required by the Arizona Department of Environmental Quality. Unit member of the Water Services Department will be reimbursed for 1 (one) fail and/or 1 (one) pass per certification.

Employees will be allowed City time to renew their CDL license and/or related endorsements and will be reimbursed for such renewal fees which include the HAZMAT background screening fee.

The City will provide reimbursements to Unit members for CDL endorsements.

Employees in the Water Services Department will receive a one-time special merit increase/step adjustment when they obtain a higher ADEQ Grade Certification than required for their job classification. Employees must provide a copy of their examination results.

Section 6-6: Safety Manual

During the term of this **Document**, the City will publish a Safety Manual covering all citywide safety issues.

The Health and Safety Committee established in Article 2 Section 2-3 of this **Document** will be given the opportunity to review and to offer input on the manual while it is in draft form and before its final publication.

Once published, there will be no changes made in the manual without the review of the Health and Safety Committee.

Employees are entitled to exercise the rules under OSHA by relating to the competent person assigned that the situation is unsafe and in conflict with OSHA rules.

Section 6-7: Term and Effect of Document

- A. This **Document** shall remain in full force and effect commencing July 1, **2019** up to June 30, **2021**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than December first of the final **Document** year of its request(s) to modify or terminate it.
- B. Except as expressly provided in this **Document**, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

However, the parties will continue to meet with affirmative willingness to resolve grievance and disputes relating to wages, hours and working conditions without effecting the terms of this **Document**.

- C. If any section or provision of this **Document** violates existing Federal, State, or City law, then such law shall supersede such provision or section.
- D. The lawful provisions of this **Document** are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this **Document** is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The provisions of this **Document** apply to all Unit employees, except that entitlement to health, life, and long term disability insurance; holiday, overtime, and show-up time benefits for regular hourly employees shall continue in accordance with present practice and policy.

Permanent employees shall not be laid off from City employment and replaced by the hiring of part-time employees solely for the purpose of eliminating the cost of existing full-time benefits received by permanent employees.

- F. This **Document** constitutes the total and entire **Terms and Conditions of Employment** and no verbal statement shall supersede any of its provisions. **All side agreements modified during this contract period must contain an effective starting and expiration timeframe. Any supplements, amendments, or modifications to this Document shall be executed by duly authorized representative of each party.**

In compliance with the City of Phoenix Meet and Confer Ordinance, the City Council of the City of Phoenix has imposed the Terms and Conditions of Employment contained herein.

Ed Zuercher, City Manager, City of Phoenix

Xavier Frost, Acting Deputy Director, Labor Relations, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix

Addendum A - Allocation of Stewards

The allocation of new steward positions under Article 1 will be referred to the Labor-Management Committee for appropriate action.

Guidelines for designation of new stewards shall include:

1. A designated steward must be one from amongst employees regularly working at a specified job site.
2. The designation of job site stewards shall take into consideration the following:
 - a. proportional representation of approximately 1-30,
 - b. organizational structure of department,
 - c. avoidance of duplicating service,
 - d. crew size of work unit divisions.

ATTACHMENT A
(Subject to Reallocation)

Site Steward Allocations

<u>Department/Division</u>	<u>Site</u>
Aviation/Bldg. Ops. General Aviation	Sky Harbor Airport Deer Valley Airport Goodyear Airport
Maint/Air. Sect. Op./Custodians Electrical Maint. Op./Security Event Services Housing/Conventional Elderly Public Works Bldg Maint Equipment Mgmt.	Sky Harbor Airport All Term.-Sky Harbor Electrical Shop Phoenix Convention Center Phoenix Convention Center All Conventional Sites All Elderly Sites 2631 S. 22 nd Ave. 22 nd Ave. Service Center Fire Operations Salt River Service Center Union Hills Service Center Glenrosa Service Center Okemah Service Center
Fire Operations Center Street Trans./Materials/Insp. Street Trans./Survey Street Trans./Operations Waste/Wastewater Treatment	150 S. 12 th St. 1034 E. Madison 1034 East Madison 2141 E. Jefferson 23 rd Ave. & Durango 91 st Ave. Plant
Water Pollution Control Wastewater Collection	52 nd St. & Thomas Northwest Service Center North Yard
Water Customer Service	A.1-2525 E. Hess A.2-2002 E. Maryland A.3-16201 N. 21 st Ave. A.4-2301 W. Durango A.5-138 E. Union Hills
Water Production	Verde Plant Deer Valley Plant Squaw Peak Plant Union Hills Plant Val Vista Plant 52 nd St. & Thomas Phoenix Wells West

ATTACHMENT A - CONTINUED
(Subject to Reallocation)

Site Steward Allocations

Water Distribution	3045 S. 22 nd Ave. 52 nd St. & Thomas Corona Yard Deer Valley Yard Morten Yard Paradise Valley Yard Heavy Maint. Yard Heavy Maint. Yard
Water/Wastewater Specialized Svcs	Electricians Heavy Maint. Light Maint. (O&M) Instrument & Control Specialist

Chief Steward Allocations

<u>Department</u>	<u>Division</u>
Aviation Sky Harbor	All (4)
Police/Fire/Street Trans.	All (3)
Public Works	All (2)
Housing	All (2)
Water/Wastewater	
Wastewater Treatment – 23 rd Avenue	91 st Avenue (3)
Wastewater Collections	All (2)
Water Customer Services	All (2)
Water Pollution Control	All
Water Production	All (3)
Water Distribution	All (2)
Specialized Services	All (2)

Lead Steward Allocations

<u>Department</u>
Aviation (3)
Public Works (2)
Street Transportation
Phoenix Convention Center (2)
Fire
Housing
Police
Water Services (6)

Attachment B (Relating to Vacation Leave)

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

Section 3-4 (Continued)

A. Final Average Compensation and Vacation Leave

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.
2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.
3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the **TCE** by the Unit 2

employees or based on any action or statements of the Union in relation to this Attachment B.

4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 2 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.

5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this **TCE** and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 2 employees about any such administrative action that directly affects Unit 2 employees

6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make

such employees whole, including without limitation those Unit 2 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 2 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

Attachment C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

Section 3-4 (Continued)

B. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.

a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this **TCE**.

b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.

c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this **TCE**.

2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this **TCE** shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et. al., v. City of Phoenix, et al.*, Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").

3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this **TCE** shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the

Piccioli matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 2 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 2 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 2 employees.