

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**February 18, 2014**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 PROPOSED PROPERTY MAINTENANCE ORDINANCE

City Council will receive information on a proposed Property Maintenance Ordinance to replace the existing International Property Maintenance Code with Avondale Amendments. For information, discussion and direction.

### 3 ADJOURNMENT

Respectfully submitted,

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

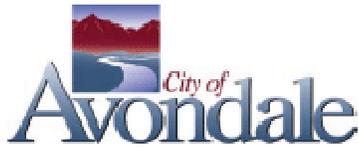
Carmen Martinez  
City Clerk

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

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

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

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



# CITY COUNCIL REPORT

**SUBJECT:**

Proposed Property Maintenance Ordinance

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood and Family Services Director, 623-333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will present the City Council with a staff-initiated comprehensive Property Maintenance Ordinance to replace the existing International Property Maintenance Code with Avondale Amendments. This item is for information, discussion and direction only and is scheduled to return to the City Council in its final form at a future meeting.

**BACKGROUND:**

The 2003 International Property Maintenance Code (IPMC) was adopted with Avondale amendments by the City Council on March 1, 2004 and became effective May 3, 2004. On September 8, 2008, Council adopted the 2006 International Property Maintenance Code with Avondale amendments. The IPMC is a set of codes created by the International Code Council that do not focus on specific needs of any one community. Over the years, the City has amended the IPMC to meet the needs of the Avondale community.

Many other jurisdictions adopt property maintenance ordinances unique to their communities, and staff is now proposing to adopt a new Avondale property maintenance code. The proposed Property Maintenance Ordinance has been expressly designed based on past experience for the City of Avondale to ensure that properties are maintained to a minimum standard that supports community safety and healthy, vibrant neighborhoods.

**DISCUSSION:**

With the exception of a few smaller cities, the majority of Valley cities have chosen to adopt their own property maintenance related codes designed to meet the needs of their communities. This proposed ordinance is a compilation of well-founded codes from throughout the Valley that streamlines the enforcement process and provides the tools to elevate the appearance of challenged areas in the city while preserving the newer neighborhoods for years to come. Highlights of the new ordinance include:

- Equips the Code Enforcement Division with its own primary set of ordinances conveniently located in one section and provides the ability to publish the codes making them more accessible to the citizens. The current IPMC cannot be published making it difficult for the public to review.
- Provides for a simplified process for the issuance of a violation notice and civil citation that is aligned with the enforcement process of the Zoning Ordinance.
- Currently, the code provides thirty days for compliance regardless of the violation. This has proven to be excessive and problematic in many cases. The proposed ordinance provides for a shorter compliance time of ten to thirty days except in cases involving health and safety violations, imminent hazards, recidivist offenders, or as otherwise prescribed by ordinance.
- Creates the ability to recover a portion of the associated administrative costs incurred when

Code Enforcement is forced to clean and lien a property. The proposed ordinance would add an additional 25% to the actual cost to clean a property. Currently, the average cost to clean a property is approximately \$300, which would result in a \$375 bill to the property owner including the administrative fee.

- In extreme cases, provides a process whereby Code Enforcement may obtain an Inspection Warrant to gain access to inspect areas not visible from public view or adjacent properties when there is probable cause to believe that a violation exists.
- Allows code enforcement to address trees, shrubs and plants that obstruct public sidewalks and streets and provides specific minimum standards of thirteen feet above a street and eight feet above a sidewalk.
- Addresses excessive vehicle repairs at residential properties that negatively impact neighborhoods.
- Requires properties to eliminate dirt yards by providing landscaping including turf, granite, groundcover, or other natural topping material.
- Provides enforcement remedies for vehicles displayed for sale on private including requiring that the vehicle be registered to the owner/occupant of the property, no more than one vehicle to be displayed for sale at a time and no more than three vehicles to be displayed for sale within a calendar year.
- Creates a rental housing section that provides minimum standards for single family, multi-family, and mobile home rentals that protects tenants from substandard living conditions and improves the quality of neighborhoods.

The proposed Property Maintenance Ordinances, customized for the City of Avondale, is considerably more detailed, provides clarity and transparency to the citizens, and is vital to the long range goal of managing both growth and aging of the city.

Staff has presented the proposed codes to the Neighborhood and Family Services Commission on three occasions in which the Commission provided staff with recommendations and direction. On January 22, 2014, the Commission unanimously voted to recommend the proposed ordinance to the City Council for adoption.

**BUDGETARY IMPACT:**

There is no budgetary impact associated with this item.

**RECOMMENDATION:**

This report is for information, discussion and direction.

**ATTACHMENTS:**

Click to download

[Draft Property Maintenance Ordinance](#)

## Chapter 14 – Property Maintenance Ordinance

### Article I – General Provisions

- 14-10 Title.
- 14-20 Scope and intent.
- 14-30 Conflict of ordinances.
- 14-40 Severability.
- 14-50 Definitions.

### Article II – Administration and Enforcement

- 14-60 Enforcement – General
- 14-70 Owner of record.
- 14-80 Notice of violation.
- 14-90 Civil citations.
- 14-100 Civil procedure.
- 14-110 Civil penalties.
- 14-120 Recidivist offenders.
- 14-130 Criminal complaints.
- 14-140 Violators liable for costs.
- 14-150 Inspection warrants.

### Article III – Specific Acts, Omissions and Conditions

- 14-160 Buildings and structures.
- 14-170 Land maintenance.
- 14-180 Vehicles.
- 14-190 Miscellaneous.
- 14-200 Vacant structures; unsafe structures and unsafe equipment; condemnation.
- 14-210 Demolition.

### Article IV – Residential Rental Property

- 14-220 Purpose.
- 14-230 Application.
- 14-240 General.
- 14-250 Plumbing systems and fixtures.
- 14-260 Sanitary facilities.
- 14-270 Kitchen and laundry facilities.
- 14-280 Electrical and lighting.
- 14-290 Heating, cooling and ventilation systems.
- 14-300 Emergency escapes and fire protection systems.
- 14-310 Light and natural ventilation.
- 14-320 Interior sanitation.
- 14-330 Interior of buildings.
- 14-340 Exterior of buildings.
- 14-350 Exterior premises and common areas.
- 14-360 Residential rental property inspections; inspection warrants.
- 14-370 Re-occupancy prohibited.
- 14-380 Owner’s responsibility for violations by occupants.

### Article V – Registration of Residential Rental Property

- 14-390 State registration requirements.
- 14-400 Civil violations.
- 14-410 Notices and orders.
- 14-420 Civil penalties.

## Chapter 14 – Property Maintenance Ordinance

### Article I – General Provisions

|       |                         |
|-------|-------------------------|
| 14-10 | Title.                  |
| 14-20 | Scope and intent.       |
| 14-30 | Conflict of ordinances. |
| 14-40 | Severability.           |
| 14-50 | Definitions.            |

#### **14-10 Title.**

This Ordinance shall be known as the "Property Maintenance Ordinance of the City of Avondale, Arizona." Within the Ordinance text, the following terms (whether capitalized or not) shall be synonymous with the Property Maintenance Ordinance of the City of Avondale: "this Ordinance," "Avondale Property Maintenance Ordinance," and "The Property Maintenance Ordinance."

#### **14-20 Scope and Intent.**

- (a) This Ordinance shall apply to all buildings, structures and lands within the City without regard to the use, the date of construction, improvement or alteration.
- (b) This Ordinance shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Unless specifically exempted in Subsection 14-20(c) below, existing structures and premises that do not comply with the provisions of this Ordinance shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with City codes, ordinances and regulations.
- (c) This Ordinance shall not require changes in existing buildings and utilities when alterations were installed and have been maintained in accordance with the City Codes in effect at the time of construction or alteration of the subject building or utilities. This Subsection does not apply when the building has been determined to be an imminent hazard, unsafe, unhealthy, blighted or deteriorated.

#### **14-30 Conflict of ordinances.**

- (a) In any case where a provision of this Ordinance is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code existing on the effective date of this Ordinance, the provision of the zoning, building, fire, safety, or health ordinance or code shall prevail.
- (b) Nothing in this Ordinance shall be construed to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws or ordinances, except those specifically repealed by this Ordinance, or with private restrictions placed upon property by covenant, deed or other private agreement.

**14-40 Severability.**

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect; and to this end, the provisions of this Ordinance are hereby declared to be severable.

**14-50 Definitions.**

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

**Abandoned or inoperable vehicle:** Any vehicle that is partially or wholly dismantled, discarded, wrecked; or on blocks, stands or similar devices; or stripped or scrapped; or inoperable due to mechanical disassembly; or with a deflated tire or tires, or physically incapable of operation; or is incapable of operation for other reasons that may include an expired (more than one month) license plate or the absence of a license affixed or assigned thereto.

**Adopted Codes:** Any of the provisions of the building code, the mechanical code, the electrical code, the plumbing code, the residential code, the fuel gas code or the energy conservation code, as amended and adopted by the City.

**Animal waste:** Household pet waste and waste from stables, kennels, pet pens, chicken coops, veterinary establishments and others of a similar nature.

**Blight, blighted or blighting:** Any unsightly, deteriorated, dilapidated, withered or decayed condition of a building, structure, accessory building, fence, landscaping or property characterized by neglect, lack of maintenance, damage or any other similar condition. Examples include, but are not limited to, the accumulation of debris, wood, scrap iron or other metal, boxes, paper, vehicle parts, tires, abandoned or inoperable equipment or vehicles; discarded appliances; or any items that may harbor insect or vermin infestation or create a fire hazard; landscaping that is overgrown, dead or damaged; fences that are broken, rotted, damaged or leaning; buildings or structures exhibiting general disrepair or dilapidation including but not limited to deteriorated shingles, peeling paint, broken doors or windows or any other evidence of neglect or lack of maintenance.

**Boardinghouse:** A single-family detached or attached dwelling unit in which any of the rooms are rented or leased to persons on a transient basis, but which does not include group homes, dormitories, convalescent homes, nursing homes, substance abuse detoxification centers or substance abuse treatment centers.

**Building:** Any structure, either temporary or permanent, having a roof and used or built for the shelter and enclosure of persons, animals, chattels or property of any kind. This shall include tents, awnings or vehicles situated on private property and used for purposes of a building.

**Code Official:** The executive official in charge of enforcing violations of this Ordinance; the Code Official shall be the City Manager or his authorized designee.

**Construction materials:** Any material commonly used in construction or landscaping including, but not limited to, asphalt, concrete, plaster, tile, rocks, bricks, sand, dirt, lumber, blocks or other similar materials.

**Debris:** Substance or material of little or no apparent value including, but not limited to, deteriorated lumber, old newspapers, cardboard material, scrap metal, vehicle parts, discarded furniture parts, stoves, sinks, cabinets, household fixtures, refrigerators, abandoned, broken or neglected equipment or the scattered remains of items.

**Deteriorate, deteriorated, deterioration:** A lowering in quality of the condition of a building, structure or parts thereof including, but not limited to, holes, breaks, rot, crumbling, cracking, peeling, rusting, or any other evidence of physical decay, neglect or lack of maintenance.

**Driveway:** An unobstructed paved area directly connecting a public or private street with vehicle parking, loading, or maneuvering areas.

**Exterior Property:** The open space on the premises and on adjoining property under the control of owners or operators of such premises.

**Fence (includes screen walls and/or retaining walls):** A self-standing structure constructed of wood, chain link, metal, masonry or similar materials designed for and commonly used to provide semi-privacy, security, screening or bank retention between grade separations.

**Graffiti:** The writing, drawing, inscribing, etching, spray painting, sketching or otherwise applied message, initials, designs, drawing, slogan, sign, symbol or mark of any type that is made on any public or private building, structure or surface, and that is made without the express permission of the building, structure or surface owner.

**Habitable space/room:** A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered habitable space.

**Hotel/motel:** An establishment, other than a boarding house, containing five (5) or more guest rooms that, for a fee, provides temporary sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture, bed linens, telephone and desk service, as well as related ancillary uses including, but not limited to, conference and meeting rooms, restaurants, bars, and recreational facilities. For the purposes of this Ordinance, a motel shall be considered a hotel.

**Imminent hazard:** A condition that could cause serious or life-threatening injury or death at any time.

**Inspection warrant:** An order, in writing, signed by a judge of a court of competent jurisdiction, directed to a state, county or local official, authorizing entry into private property to inspect for violations of the Avondale City Code or other relevant laws and regulations.

**Judge:** A City of Avondale Municipal Court Judge.

**Municipal Court:** The City of Avondale Municipal Court.

**Occupant:** Any individual living or sleeping on premises, in a building or structure, or having possession or custody of a space on or within a premise, building or structure.

**Owner:** Any individual, association, corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust.

**Person:** An individual, proprietorship, partnership, corporation, or other legal entity.

**Private property:** Land owned by any person other than the United States, the State of Arizona, a County, a City, a school district or a special district.

**Premises:** A lot, plot or parcel of land including any buildings thereon.

**Potential hazard:** A condition that can cause an unreasonable risk of death or serious personal injury or serious damage to property and which can become an imminent hazard if further deterioration occurs.

**Residential rental property:** Any property or premises that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park, residential rental property includes the rental space that is leased or rented by the owner of that rental space, but does not include the mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space. It does not include any facilities owned, operated or licensed by the federal, state or county government or any of their agencies or dormitories operated by educational institutions.

**Sound condition:** Free from decay or defects and capable of performing the task for which it was designed and in the manner it was intended.

**Strict liability offense:** An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act that was prohibited, or failed to do an act that the defendant was legally required to do.

**Structure:** Any piece of work artificially built up or composed of parts joined together in some definite manner.

**Tenant:** A person, lessee, occupant, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

**Trash:** All non-putrescible wastes consisting of both combustible and noncombustible solid waste material, excluding ashes.

**Unsafe Equipment:** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

**Unsafe Structure:** A structure that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants, in the event of fire, or because such structure contains unsafe equipment or is so damaged,

decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

**Unsheltered:** Any area on a premise located outside a garage or other building or structure in such a manner as to be visible to a person standing upon any public street, sidewalk or at ground level upon any adjoining piece of property.

**Utility service:** Those services required for plumbing and electrical systems, heating and cooling systems, ventilation systems and fixtures and appliances to properly operate, including water service, sewer service, electric service and gas service.

**Vehicle:** Every device by which any person or property is or may be transported or drawn; including, but not limited to, automobiles, motor homes, travel trailers, utility trailers or watercraft. Devices moved by human power or used exclusively upon stationary rails or tracks are exempt.

**Vehicle parts:** Any part(s), component(s) or accessory of a vehicle.

**Vehicle repair, major:** The service or repair of major components of a vehicle including, but not limited to, engine or transmission overhaul or replacement, body or frame repair or replacement work or other repair or replacement of major components or extensive restoration.

**Vehicle repair, minor:** Minor service and routine maintenance of a vehicle including lubrication, minor repair and tune-up of engines, tire rotation and similar activities.

**Weed:** Any valueless, undesirable or troublesome plant growing wild or where it is not wanted including, but not limited to, vegetation which bears seeds of a downy or wingy nature; tumbleweed, sagebrush, chaparral and any other brush or vegetation of uncontrolled growth which may provide harborage for insects or other infestations or which is likely to become a fire hazard when dry; and vegetation that is otherwise noxious or dangerous; or dry grass, stubble or brush or other flammable material which may endanger the public health or safety.

**Yard, front:** A yard extending across the full width of the lot and lying between the front line of the lot and the nearest line of the principal building.

**Yard, rear:** A yard extending across the full width of the lot and lying between the rear line of the lot and the nearest line of the principal building.

**Zoning Ordinance:** The Zoning Ordinance of the City of Avondale, Arizona.

## **Article II – Administration and Enforcement**

|        |                       |
|--------|-----------------------|
| 14-60  | Enforcement – General |
| 14-70  | Owner of record.      |
| 14-80  | Notice of violation.  |
| 14-90  | Civil citations.      |
| 14-100 | Civil procedure.      |
| 14-110 | Civil penalties.      |
| 14-120 | Recidivist offenders. |
| 14-130 | Criminal complaints.  |

14-140 Violators liable for costs.  
14-150 Inspection warrants.

**14-60 Enforcement – General.**

- (a) The Code Enforcement Division shall be charged with the administration of this Ordinance. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Code Official shall have the authority to appoint deputy code officials, code enforcement officers and other related technical officers, inspectors and employees.
- (b) The Code Official shall have authority, as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures, to interpret and implement the provisions of this Ordinance and to secure the intent thereof.
- (c) The City shall proceed either civilly or criminally against any person who is found to be responsible for causing, permitting, facilitating, or aiding or abetting any violation of any provision of this Ordinance or for failing to perform any act or duty required by this Ordinance. A written notice of violation shall be issued to the alleged violator, in accordance with the provisions of Section 14-80. If the violation is not remedied within the time frame specified in the notice of violation, a citation may be issued.
- (d) Each day a violation of any provision of this Ordinance or the failure to perform any act or duty required by this Ordinance continues shall constitute a separate violation or offense.
- (e) It shall be unlawful for any responsible party who has received a notice of a violation to sell, transfer, mortgage, lease or otherwise dispose of such property until the provisions of this Ordinance have been complied with, or until such responsible party first furnishes the grantee, transferee, mortgagee or lessee a true copy of any notice issued by the Code Official or his authorized designee and furnishes to the Code Official or his authorized designee a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of such notice and fully accepting the responsibility without condition for making the corrections or repairs required by such notice.
- (f) When two (2) or more persons have liability to the City or are responsible for a violation of this Ordinance, their responsibility shall be joint and several.
- (g) Violations of this Ordinance are in addition to any other violation enumerated within the City Code and in no way limit the penalties, actions or procedures which may be taken by the City for any violation of this Ordinance which is also a violation of any other provision of the City Code or any other applicable law. The remedies specified herein are cumulative and the City may proceed under these or any other remedies authorized by law.
- (h) Any responsible party failing to comply with the provisions of this Ordinance shall be deemed guilty of a misdemeanor for those offenses deemed criminal under this Ordinance or a civil violation for all other offenses.

**14-70 Owner of record.**

The owner(s) of record, as recorded in the Maricopa County Recorder's Office or as stated on the Maricopa County Assessor's Office tax bill, may be presumed to have lawful control over any building or parcel of land.

**14-80 Notice of violation.**

The Code Official or his authorized designee shall seek voluntary compliance with the provisions of this Ordinance before issuing a civil citation or criminal complaint, as applicable. This shall include a written notice of violation served on the responsible person or persons.

- (a) A notice of violation may be issued by the Code Official, any Code Enforcement Officer, police officer, or other City agent or employee duly authorized by the City Manager.
- (b) A notice of violation shall include:
  - (1) Identification of the property or location of the violation;
  - (2) A statement of the violation(s) in sufficient detail to allow a responsible party to identify and correct the problem;
  - (3) A re-inspection date; and
  - (4) The name of the person at the City to contact for further information.
- (c) A notice of violation shall be deemed effective on the date when the written notice is:
  - (1) Hand delivered in person to the owner, occupant, manager, or agent of the premises where the violation has occurred, or to the person responsible for the violation.
  - (2) Posted on or about the entrance of the premises where the violation occurred.
  - (3) Mailed by certified or first class mail, postage prepaid addressed to the owner, occupant, agent, manager or responsible person at the last known mailing address and three business days have elapsed.
  - (4) Served on the owner, occupant, agent, manager or responsible person by the same manner as provided in the Arizona Rules of Civil Procedure.
  - (5) For the purpose of parking violations, placed on the subject vehicle's windshield or mailed by certified or first class mail to the subject vehicle's registered owner's last known address with the Arizona Motor Vehicle Division.
- (d) Except in cases involving health and safety violations, imminent hazards, recidivist offenders, or as otherwise prescribed by ordinance, a responsible person will be provided the following amount of time for compliance:

|                |                  |
|----------------|------------------|
| Section 14-160 | 30 calendar days |
| Section 14-170 | 10 calendar days |
| Section 14-180 | 10 calendar days |
| Section 14-190 | 10 calendar days |
| Section 14-200 | 30 calendar days |
| Section 14-210 | 30 calendar days |
| Article IV     | 10 calendar days |
| Article V      | 15 calendar days |

- (e) Failure of the responsible party, property owner, occupant, manager or authorized agent of the property owner to receive a notice of violation shall not preclude the subsequent issuance of a civil citation or criminal complaint, as applicable.
- (f) Nothing in this Section shall prevent the City from taking immediate action to protect the public from an imminent hazard to health or safety as otherwise provided by law.

**14-90 Civil Citations.**

- (a) Unless otherwise designated as a criminal offense in this Ordinance, if a violation continues past the time provided for voluntary compliance in the notice of violation, a civil citation may be issued to the person responsible for the violation.
- (b) A civil citation may be issued by the Code Official, any code enforcement officer, inspector, police officer, or other City agent or employee duly authorized by the City Manager.
- (c) The citation shall include the date of the violation, the location of the property and reference(s) to the section(s) of this Ordinance violated.
- (d) The citation shall direct the defendant to pay the fine imposed pursuant to Section 14-100 of this Ordinance or appear in Municipal Court within ten (10) days of the issuance of the citation.
- (e) The citation shall provide notice that if the defendant fails to pay the fine or appear in Municipal Court as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation. In addition, a default fee may be imposed for failure to appear as set forth in Section 14-100 of this Ordinance.
- (f) Service of the citation may be accomplished and will be deemed proper and complete by any of the following means:
  - (1) Hand delivering the citation to the defendant.
  - (2) Mailing a copy of the citation by certified or registered mail, return receipt requested, to the defendant's last known address. If the citation is returned showing that the certified mail was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such citation.
  - (3) Any means allowed by the Arizona Rules of Civil Procedure for the Superior Court.

- (4) Service of a citation for a parking violation may be accomplished by placing a copy of the citation on the subject vehicle's windshield or by mailing the citation by certified or registered mail, return receipt requested to the subject vehicle's registered owner's last known address on file with the Arizona Motor Vehicle Division.

**14-100 Civil Procedure.**

- (a) The defendant shall, within ten (10) days of the issuance of the citation, either pay the fine indicated on the citation or appear in Municipal Court to admit or deny the allegations contained in the citation.
  - (1) The defendant may pay the fine in person or by mailing the citation with a check for the amount of the fine to the Municipal Court. By paying the fine, the defendant admits the violation described in the citation and accepts responsibility for the offense.
  - (2) The defendant may appear in person or through an attorney in Municipal Court and either admit or deny the allegations contained in the citation. If the defendant admits the allegations, the court shall immediately enter a judgment against the defendant in the amount of the fine for the violation charged. If the defendant denies the allegations contained in the citation, the court shall set a hearing date for the matter.
- (b) If the defendant fails to pay the fine or appear in Municipal Court as directed by the citation, the court shall enter a default judgment and impose the fine and default fee required by Section 14-110 of this Ordinance.
- (c) If the defendant fails to appear at the time and place set for hearing by the court, the court shall enter a default judgment and impose the fine and default fee required by Section 14-110 of this Ordinance.
- (d) The Arizona Rules of Procedure in Civil Traffic Violation cases shall be followed by the Municipal Court for civil violations of this Ordinance, except as modified or where inconsistent with the provisions of this Ordinance, local rules of the Municipal Court or rules of the Arizona Supreme Court.

**14-110 Civil Penalties.**

- (a) Any person that violates this Ordinance shall be subject to a civil penalty of two hundred fifty dollars (\$250) base fine for the first violation, five hundred dollars (\$500) base fine for a second violation and one thousand dollars (\$1,000) base fine for a third violation in any twenty-four (24) month period. The dates of the offenses are the determining factor for calculating the twenty four (24) month period.
- (b) Any defendant that fails to pay the fine or appear in Municipal Court as directed by a citation issued pursuant to this Ordinance, or who fails to appear at the time and place set for hearing of a matter arising under this Ordinance, shall be subject to an additional default fee as established by the Municipal Court.

- (c) Any judgments issued by the Municipal Court shall be subject to all surcharges and fees imposed by state law in addition to the civil fines required by this Ordinance.
- (d) Judgments shall be collected in the same manner as any other civil judgment as provided by law.

**14-120 Recidivist Offenders.**

Any person deemed to be a recidivist offender shall be penalized and fined subject to the provisions of Section 1-9(D)(6) of the City Code.

**14-130 Criminal Complaints.**

The Code Official or any other City agent or employee duly authorized by the City Manager may seek the issuance of a complaint by a police officer or the Avondale City Prosecutor for criminal prosecution of any person who commits a criminal offense as set forth in this Ordinance.

- (a) Every criminal action and proceeding under this Ordinance shall be designated a class one misdemeanor and commenced and prosecuted in accordance with the laws of the State of Arizona relating to misdemeanors and the Arizona Rules of Criminal Procedure.
- (b) Upon conviction of a person for a criminal offense, the court may impose any combination of the following:
  - (1) A sentence of incarceration not to exceed six (6) months in jail.
  - (2) A base fine not to exceed two thousand five hundred dollars (\$2,500), exclusive of penalty assessments prescribed by law.
  - (3) A term of probation.
  - (4) Notwithstanding the elective penalty above, a recidivist offender shall be subject to the penalties set forth in Chapter 1 of the City Code.

**14-140 Abatement Costs.**

- (a) If the owner or occupant of any property within the City does not remove or abate from its property a violation that constitutes a hazard to public health and safety within 30 days after written notice has been served by the City, the City may, at the expense of the owner or occupant, remove or cause the removal thereof and the record owner shall be liable for all costs incurred. The notice shall include the cost of such removal to the City if the owner or occupant does not comply.
- (b) Any person who places, deposits, leaves or causes in or upon any public street, alleyway, sidewalk, park or other City building or property a violation that constitutes a hazard to public health and safety shall be liable for all costs incurred by the City to remove or clean up such violation.

- (c) When the City has effected removal or abatement of a violation that constitutes a hazard to public safety from any building or property pursuant to this article, the actual cost of such removal, including twenty-five percent (25%) for additional inspection and other incidental costs in connection therewith, shall become an assessment upon the building or real property from which such violation is removed. The owner of record of such property shall be liable for the payment of same. If the actual cost for removal, including twenty-five percent (25%) for additional inspection and other incidental costs in connection therewith, has not been paid within thirty (30) days of billing by the City, such assessment shall be recorded in the office of the County Recorder. From the date of the recording it shall be a lien on such building or property until paid. Such liens shall be prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes.
- (d) A prior assessment against the building or property shall not be a bar to a subsequent assessment or assessments for such purposes, and any number of liens on the same property may be enforced in the same action.
- (e) A notice of abatement or assessment may be appealed to the City Manager for an administrative hearing for review of such notice. If the City Manager is the designated Code Official, the appeal shall be made to the City civil enforcement officer. A request for an administrative hearing shall be made within the time frame prescribed for compliance in the notice and within 30 calendar days from the date of the assessment.

**14-150            Inspection Warrants.**

- (a) As set forth herein, the Code Official may seek the issuance of an inspection warrant by the Judge if the Code Official or his authorized designee is denied access to any property, building or structure that the Code Official has authority to inspect. The Code Official shall, in a supporting affidavit, establish that there is probable cause that a violation of this Ordinance or the City Code exists and that the proposed inspection is reasonable and necessary. Probable cause may be established based on any of the following:
  - (1) Previous inspections have shown violations and the present inspection is necessary to determine whether those violations have been abated.
  - (2) Complaints have been received by the Code Enforcement Division and presented to the issuing code enforcement officer from persons, who by status or position have personal knowledge of the violations of law occurring on the subject property, building or structure.
  - (3) The inspection of the premises in question was to be made pursuant to an administrative plan containing neutral criteria supporting the need for the inspection.
- (b) In executing an inspection warrant on an occupied property, the code enforcement officer shall, before entry, make a reasonable effort to present the person's credentials, authority and purpose to the owner, occupant, agent, manager or person in possession of the property and produce the warrant or a copy thereof upon request. A copy of the warrant shall be left with the owner, occupant, agent, manager or person in possession of the property.

- (c) In executing an inspection warrant on an unoccupied property, the code enforcement officer authorized to execute the warrant need not inform anyone of the person's authority and purpose, but may promptly enter the designated property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case, a copy of the inspection warrant shall be conspicuously posted on the property.
- (d) Any person who willfully refuses to permit an inspection lawfully authorized by warrant issued pursuant to this Section is guilty of a class 1 misdemeanor.
- (e) An inspection warrant shall be executed within five (5) calendar days from its issuance. The warrant shall be returned to the Judge within three (3) court business days after the inspection warrant is executed.

**Article III – Specific Acts, Omissions and Conditions**

|        |  |
|--------|--|
| 14-160 | Buildings and structures.                                  |
| 14-170 | Land maintenance.  |
| 14-180 | Vehicles.  |
| 14-190 | Miscellaneous.   |
| 14-200 | Vacant structures; unsafe structures and unsafe equipment. |
| 14-210 | Demolition.  |

**14-160 Buildings and structures.**

- (a) The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition.
- (b) All dwelling units shall contain plumbing systems, electrical systems, heating systems, ventilating systems, fixtures and appliances that are properly installed maintained in a safe working condition and capable of performing their intended function(s), as required by the Adopted Codes. If a cooling system is installed is shall be maintained in a safe working condition and capable of performing its intended function(s). All utility service connections shall be active for the proper operation of all systems and appliances.
- (c) All exterior property including yards, ground covers, trees, shrubs or other landscaping; and any exterior surfaces of any buildings or structures including, but not limited to, fences, walls, or roofs or appurtenances including, but not limited to, windows, window frames, window screens, doors, garage doors, door frames, canopies, awnings, cornices, porches, stairways, railings or similar items shall be properly maintained and shall not otherwise present a blighted or deteriorated appearance.
- (d) All exterior doors, garage doors, door frames, skylights, windows and window frames shall be maintained in sound condition, securely fit in their frames, be substantially weather tight and shall not otherwise present a deteriorated or blighted appearance. Window screens, if present, shall be free from excessive tears or holes or bent or broken frames. All glazing

materials shall be maintained free from cracks and holes. Boarded window or door openings on an occupied structure are prohibited. Temporary boarding prior to repairs is acceptable.

- (e) All fences, screen walls and retaining walls on the property shall be maintained in a safe and structurally sound condition and shall not otherwise present a deteriorated or blighted appearance. This includes, but is not limited to, leaning or damaged fences, use of tarps, fences missing slats or blocks, deterioration of paint or materials or any other materials that are otherwise broken, damaged or rotting in such amounts as to present a deteriorated or blighted appearance. All materials shall be of typical fence type, uniform, compatible in color and structure and consistent with the design thereof.
- (f) All exterior wood surfaces exposed to weather, except decay resistant woods, shall be protected with paint or other protective covering. All exterior painted surfaces shall be maintained in sound condition. Painted surfaces that represent a blighted or deteriorated appearance including, but not limited to, excessive peeling, flaking, chipping or cracking shall be eliminated and surfaces repainted. This Subsection shall apply to any exterior surfaces of any buildings or structures including, but not limited to, fences, walls, roofs or appurtenances including, but not limited to, windows, window frames, window screens, doors, garage doors, door frames, canopies, awnings, cornices, porches, stairways, railings or similar items in public view or an unsheltered area of the property.
- (g) Roofs and all appurtenances shall be structurally sound and maintained in a safe condition. Roof coverings shall be substantially free from broken, rotted, split or curled materials and shall not otherwise present a deteriorated or blighted appearance. All materials shall be uniform, compatible and consistent with the design thereof.
- (h) All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- (i) All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from deteriorated or blighted appearance or hazardous conditions.

**14-170 Land maintenance.**

- (a) No person shall place any personal property, materials, goods, wares, merchandise or similar items of any kind in or upon any public street, sidewalk, alleyway or right-of-way. Items placed by or approved by the City are exempt from this Subsection.
- (b) No person shall attach or place any sign, placard, poster, banner or any other advertising device to any tree, public utility structure, traffic control device, streetlight standard or any

other device upon the public streets, alleyways, sidewalks or rights-of-way unless pursuant to a permit, license or other approval from the City.

- (c) No person shall place, deposit or leave in or upon any public or private property, public street, alleyway, sidewalk, rights-of-way, park or other City building or property any waste materials, trash, weeds, bottles, glass, cans, graffiti, handbills, posters, pieces of scrap metal, metal articles, paper or other accumulation of debris or items other than placement of refuse for collection in accordance with Chapter 11 of the City Code.
- (d) No owner or occupant of any property shall allow or permit any trees, shrubs or other plant growth on the property to (1) impede, obstruct or interfere with the free passage upon any public street, sidewalk or alleyway; (2) obstruct the visibility of drivers; or (3) interfere with any traffic control device or signs or street lighting. Tree limbs must be maintained to hang no lower than thirteen (13) feet above any public street or alleyway and eight (8) feet above any public sidewalk. Trees below eight (8) feet, shrubs or other plant growth must be maintained away from any public sidewalk.
- (e) No person shall allow the accumulation of rubbish, debris, trash, garbage, refuse or other wastes, except that which is deposited in proper containers for sanitation collection, in unsheltered areas of private property, including items such as, but not limited to, cardboard, bottles, glass, cans, pieces of scrap wood, metal, metal articles, paper, plastic, boxes, tires, vehicle parts or other such materials or items which constitute a hazard to the health and safety of the occupants, the neighborhood, the public or others or creates a blighted condition.
- (f) No person shall place or store furniture, except furniture designed and placed for outdoor use, household equipment, appliances, vehicle parts, landscape material, or construction material (except in accordance with Section 14-170(g) below), cardboard material, plastic material, debris or any similar materials in public view or any unsheltered area of any property.
- (g) No person shall store construction materials in unsheltered areas in which insects may breed or multiply, or which provides harborage for rodents or which constitutes a hazard to the public health or safety. This paragraph shall not apply to any construction material when a valid building permit exists for the property on which the construction material is located and the construction material is intended to be incorporated in the project for which the permit is issued.
- (h) No person owning or occupying any property fronting on any street, alleyway or public place in the City, shall allow thereon grass or weeds characterized as uncontrolled, unmaintained or overgrown when such conditions create a blighted condition or may harbor infestations or are likely to become a hazard to the public health or safety.
- (i) No person shall allow any landscaping conditions that contribute to visual blight including, but not limited to, dirt yards or vegetation of any kind that is substantially dead or damaged or characterized by uncontrolled growth or lack of maintenance or any similar conditions. All landscaped areas shall be finished with a natural topping material including, but not limited to, turf, groundcover, planting, decomposed granite, river rock, expanded shale,

native stone or bark. Ground cover consisting of crushed rock, gravel or similar materials shall be maintained at a sufficient depth that covers all exposed areas of dirt. Parcels with existing undisturbed natural desert vegetation are exempt from this Subsection.

- (j) No person shall allow any palm tree to have an excessive accumulation of dead or dry fronds that descend downward from the base of the lowest living frond that may result in insect or other infestations or result in other conditions that are likely to become a hazard to public health or safety.
- (k) No person shall allow graffiti on any sidewalk, wall, building, fence or sign, or on any other structure or surface owned by such person. The owner shall keep such property free from graffiti when the graffiti is visible from the street or other public way, or any other public or private property. Any surface that has been defaced with graffiti must be restored to its original state by the owner.
- (l) No person shall erect, cause, allow, leave or permit to be or remain in or upon any private lot, building, structure or property any electric fence or razor wire except where the electric fence or razor wire is intended to contain livestock in approved zoning districts. Barbed wire fence shall not be within eight (8) feet of any public street, alleyway, sidewalk or right-of-way or at a height of less than six (6) feet.

**14-180 Vehicles.**

- (a) No person shall park or permit to be parked any vehicle displayed for sale upon any public street or private property including vacant property except where the sale of a vehicle is customary and incidental to the principal use of the property and in accordance with the Zoning Ordinance, except as follows:
  - (1) The display of one (1) vehicle for sale is permitted at a residence when the vehicle is titled to the owner or occupant of the property, is parked on an improved parking surface on the property and is not being sold in connection with an automobile sales business.
  - (2) No more than three (3) vehicles may be displayed for sale at the same residence within a calendar year.
  - (3) No more than one (1) vehicle shall be displayed for sale at any one (1) time.
- (b) No person shall park or permit to be parked any vehicle on any property or vacant property except where the parking of such vehicles is customary and incidental to the principal use of the property and in accordance with the Zoning Ordinance.
- (c) A vehicle cover placed on any vehicle that is visible from any public street or sidewalk must be properly maintained and made exclusively for covering vehicles. A proper cover does not include bed linen, paper, cardboard, plastic sheeting, tarps or any other item or material not manufactured specifically as a vehicle cover. The use of a vehicle cover on any abandoned or inoperable vehicle as defined in this Ordinance is limited to a vehicle that is stored in a carport.

- (d) No person shall store an abandoned or inoperable vehicle, including any vehicle being repaired or restored, that is visible from any public street or sidewalk except where the storage, repair or restoration is customary and incidental to the principal use of the property and in accordance with the Zoning Ordinance. An abandoned or inoperable vehicle, including any vehicle being repaired or restored, may be stored in a carport if the vehicle is covered with a properly maintained vehicle cover made exclusively for covering vehicles as described in Subsection 14-180(c) above.
- (e) Within any residentially zoned district, no person shall perform any minor or major vehicle repairs except as follows:
  - (1) All vehicle repairs performed must be customary and incidental to the principal use of the property.
  - (2) Any vehicle undergoing major or minor repair must be titled to the owner or occupant of the property.
  - (3) Major or minor vehicle repair shall not exceed fifteen (15) calendar days.
  - (4) No more than one (1) major or minor vehicle repair shall be performed at any one (1) time.
  - (5) All major vehicle repairs shall be performed inside a structure or similarly enclosed area designed and approved for such purposes.
  - (6) The painting of vehicles in any residentially zoned district is prohibited.
- (f) No person shall leave, place or park any abandoned vehicle or inoperable vehicle upon any public street, alleyway, public or private parking lot or City property.
- (g) Within any residentially zoned district, no person shall park or permit to be parked any vehicle within a front yard or side yard area except on the driveway or in accordance with the Zoning Ordinance.

**14-190            Miscellaneous.**

- (a) No person shall erect, maintain, use, place, deposit, cause, allow, leave or permit to be or remain in or upon any private lot, building, structure or property or in or upon any public street, alleyway, sidewalk, right-of-way or other public or private place, any condition, thing or act, that constitutes a hazard to public health or safety.
- (b) No person shall abandon, discard, store or keep in any place accessible to children, a refrigerator or any other self-latching container of a capacity greater than one and one-half cubic feet which is outside of any dwelling unit or within any unoccupied or abandoned building or structure without removing the doors, lids, hinges, latches, or securing it to prevent access.

- (c) All property shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water (with the exception of approved retention areas and reservoirs) which may cause a hazardous or unhealthy condition or breed insects.
- (d) No person shall allow any swimming pool, architectural pool, hot tub, spa or pond to remain or be maintained in a condition that (1) may breed insects or result in insect or other infestations, (2) is polluted or stagnant or (3) creates a blighting condition.
- (e) No person shall permit or cause the discharge of water from any swimming pool, architectural pool or spa into any public street, alleyway, rights-of-way or any abutting or adjacent public or private property.
- (f) No person who keeps or controls any animal shall cause, allow or permit any manure or liquid discharge of such animal to be unloaded, left or dumped in or upon any ditch, street, alleyway, sidewalk, place, vacant lot or public property within the City.
- (g) Animal waste such as, but not limited to, manure and droppings shall be removed from pens, kennels, stables, yards and other enclosures at least twice weekly and from residentially zoned properties at least once each week or more frequently if the conditions so necessitate.
- (h) It shall be unlawful for any person to deposit, or permit to be deposited, in an unsanitary manner, upon public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, sewage, household or industrial wastes, or other polluted water or objectionable waste.
- (i) All property shall be kept free of noxious odors. Odors from agriculturally zoned parcels resulting from an approved agricultural use are exempt from this Subsection.
- (j) No person shall cause, allow or permit any pipe, duct, conductor, fan or blower to discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon any abutting or adjacent public or private property, except in accordance with applicable Adopted Codes.
- (k) All buildings, structures, accessory structures, detached garages, fences, walls and storage structures shall be maintained in a structurally sound condition, free from blight and in good repair, and must not be erected, altered or occupied contrary to applicable law.
- (l) Upon issuance of a stop work order, no person shall continue any work on any building, structure, accessory structure, detached garage, fence, wall or storage structure erected, altered or occupied contrary to applicable law.
- (m) No person shall cause, allow, leave or permit to be or remain in or upon any private lot, building, structure or property any insect, bee, wasp, pigeon, rat, rodent or any vector or vermin infestation of any kind. All premises shall be kept free from the presence or apparent evidence of insects and rodent infestation, other noxious pests, nesting places and

any other unsightly or unsanitary condition which could harbor insects, rodents or other vector or vermin.

- (n) Buildings shall have approved premises identification address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four (4) inches high with a minimum stroke width of one-half (1/2) inch.

**14-200 Vacant structures; unsafe structures and unsafe equipment; condemnation.**

- (a) All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause blight or adversely affect the public health or safety.

- (1) Any unsecured vacant or abandoned building or structure that is structurally sound, weatherproof and otherwise safe must be permanently secured to prevent entry by unauthorized persons. Any wood or similar material used to secure a building or structure must be painted a color compatible with the building or structure. A copy of board-up specifications may be obtained from the Code Enforcement Division.

- (2) Unsecured vacant structures and land which have been subject to dumping on more than one occasion shall have signs stating "no dumping" erected thereon in accordance with applicable laws and shall be secured to prevent future occurrences of dumping by installing permanent fencing, ditches or berms, or by placing four (4) foot high posts at four (4) foot intervals, or any other equally effective method approved by the Code Official or Adopted Codes.

- (b) When a structure or equipment is found by the Code Official, working in conjunction with the City building official or fire marshal, as applicable, to be (i) a potential or imminent hazard, (ii) an unsafe structure, (iii) unsafe equipment or (iv) unfit for human use or occupancy, the Code Official is authorized to condemn such structure or equipment pursuant to the provisions of this Subsection.

- (1) When the Code Official or his authorized designee has condemned a premises, building, structure or equipment, the Code Office shall post a notice bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, building and structure, operating the equipment or removing the notice. The notice shall be served on the owner or the person responsible for the property in accordance with Section 14-80 of this Ordinance.

- (2) No person shall occupy any unsafe building or structure condemned by the Code Official.

- (3) No person shall operate any unsafe equipment that has been condemned by the Code Official.

- (4) No owner or responsible party of any property or premises shall allow anyone to occupy any unsafe building or structure condemned by the Code Official.
- (5) No owner or responsible party of any equipment shall allow anyone to operate any unsafe equipment that has been condemned by the Code Official.
- (6) No person shall deface or remove a condemnation notice without the approval of the Code Official.
- (7) Notwithstanding other provisions of this Ordinance, whenever, in the opinion of the Code Official, working in conjunction with the City building official or fire marshal, if applicable, there is imminent danger due to an unsafe condition of a unsecured vacant or abandoned building or structure, the Code Official shall order the necessary work to be done, including the boarding up of openings to render such structure temporarily safe whether or not the legal procedure herein described have been instituted; and shall cause such other action to be taken as the Code Official deems necessary to meet such emergency.

**14-210            Demolition.**

- (a) The Code Official, working in conjunction with the City building official and fire marshal, as applicable, may request the owner or responsible party of any property where a dilapidated building or structure is located that it is unreasonable to repair and that constitutes a hazard to public health and safety to demolish or remove the dilapidated building or structure within 30 days after written notice has been served by the City. The notice shall include the cost of such removal or demolition to the City if the owner or responsible party does not comply.
- (b) If the owner or responsible party fails to comply with the notice within the time frame provided for compliance, the City may, at the expense of the owner or responsible party, remove or demolish the dilapidated building or structure and the owner or responsible party shall be liable for all cost incurred.
- (c) When the City has removed or demolished the dilapidated building or structure, the actual cost of such removal or demolition, including twenty-five percent (25%) for other incidental costs in connection therewith, shall become an assessment upon the property from which the dilapidated building or structure was removed. The owner of record of such property shall be liable for the payment of same. If the actual cost for removal, including twenty-five percent (25%) for other incidental costs in connection therewith, has not been paid within thirty (30) days of billing by the City, such assessment shall be recorded in the office of the County Recorder. From the date of the recording it shall be a lien on such property until paid. Such liens shall be prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes.
- (d) A prior assessment against the property shall not be a bar to a subsequent assessment or assessments for such purposes, and any number of liens on the same property may be enforced in the same action.

- (e) A notice of removal or assessment may be appealed to the City Manager for an administrative hearing for review of such notice. If the City Manager is the designated Code Official, the appeal shall be made to the City civil enforcement officer. A request for an administrative hearing shall be made within the time frame prescribed for compliance in the notice and within 30 days from the date of the assessment.

**Article IV – Residential Rental Property**

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|--------|---|
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**14-220 Purpose.**

The purpose of this article is to establish the minimum standards for residential rental properties to preserve and promote the public health, safety and general welfare of residents of the City of Avondale and to enhance the appearance and quality of neighborhoods in the City of Avondale.

**14-230 Application.**

The provisions of this article are minimum standards that apply to all residential rental properties located within the City of Avondale. Residential rental properties must also comply with the provisions contained in this Ordinance. For the purposes of this article, residential rental properties include single family homes, multi-family units, mobile homes, boardinghouses and hotels/motels.

**14-240 General.**

- (a) All buildings both existing and new and all parts thereof shall be maintained in a safe and sanitary condition. All equipment, devices or safeguards which are required by this Ordinance or any other City Code shall be maintained in a safe and operable condition.
- (b) Every plumbing system, electrical system, heating and cooling system, ventilating system, fixture and appliance shall be properly installed, maintained in a safe working condition and shall be capable of performing the intended function(s).

- (1) The owner, manager, agent or responsible party shall obtain all required permits necessary for any repair, alteration or replacement of any system or appliance.
- (2) All utility service connections shall be active for the proper operation of all systems and appliances.
- (c) All exterior property, premises and common areas shall be maintained in a clean, safe and sanitary condition free from deterioration and blighting conditions.
- (d) The exterior and interior of all buildings and structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**14-250 Plumbing systems and fixtures.**

- (a) *General.* Every residential rental property shall have a plumbing system maintained in good working condition, free from defects, leaks and obstructions. All plumbing fixtures, drains, waste and vent piping shall be maintained in proper working order, connected to an approved disposal system and shall be kept free from obstructions, leaks and defects.
- (b) *Water system.* The water system shall be installed and maintained to provide a supply of water to each fixture in sufficient volume and at pressures adequate such that the fixtures will function safely and properly, free from defects and leaks and will perform their intended function(s).
- (c) *Water heating facilities.* Water heating facilities shall be properly installed and maintained and capable of providing a supply of water in sufficient volume at every required sink, lavatory, bathtub or shower and laundry facility, if provided, at a temperature of not less than one hundred ten (110) degrees.
  - (1) A gas burning water heater shall be installed in accordance with the applicable Adopted Codes.
  - (2) An approved combination temperature and pressure relief valve and relief valve discharge line shall be properly installed and maintained on water heaters.

**14-260 Sanitary facilities.**

- (a) Every residential rental property shall be provided with a bathroom equipped with plumbing fixtures consisting of a water closet, lavatory basin and either a bathtub or shower.
- (b) A lavatory basin is required in, or immediately adjacent to, any room containing a water closet. A kitchen sink may not be substituted for the lavatory basin.
- (c) Each water closet, lavatory basin, bathtub and shower shall be properly installed and maintained free from defects and leaks. Each lavatory basin, bathtub and shower shall be

supplied with hot and cold running water in sufficient volume necessary for its normal operation.

**14-270 Kitchen and laundry facilities.**

- (a) Every residential rental property shall have a kitchen or kitchen area with space to store, prepare and serve food in a sanitary manner.
- (b) Every residential rental property shall be equipped with an oven and range or stove, and a refrigerator. Hot plates, toaster ovens, microwaves, propane cooking equipment or similar devices cannot be used as a substitute to an oven and range or stove. Each appliance shall be properly installed and operating in a manner for which the appliance was designed. The oven and range or stove and refrigerator may be provided by the owner or tenant as part of the rental agreement.
- (c) Every residential rental property shall be provided with a kitchen sink properly installed, maintained free from defects and leaks, and supplied with hot and cold running water in sufficient volume necessary for its normal operation.
- (d) When supplied, clothes washer and dryer appliances shall be installed, operational and maintained in accordance with manufacturer's specifications. All electrical and gas connections must be properly installed and maintained. Clothes washers must properly drain in accordance with the applicable Adopted Code. Clothes dryers must be properly vented to the outside of the building or structure.
- (e) Any kitchen or laundry appliance that is required or provided that has become inoperable must be repaired or replaced.

**14-280 Electrical and lighting.**

- (a) Every residential rental property shall have electrical service and lighting that is maintained in a hazard free condition and in a state of good repair. The capacity of all electrical systems shall be able to safely supply power to the existing appliances, fixtures and facilities in the building or structure.
- (b) The electrical system shall be free from such hazards as broken wiring, non-insulated wiring, exposed wiring, missing or cracked receptacle or switch covers, improper types of wiring, poor connections, overloaded circuits, feeders or services, equipment not properly grounded, over-fused circuits, misuse of wiring, wiring not properly supported, non-approved wiring and wiring exposed to extreme heat, moisture, gases or other harmful vapors or liquids.

**14-290 Heating, cooling and ventilation systems.**

- (a) Heating, cooling and ventilation systems in any building or structure shall be maintained hazard-free, operational and in a state of good repair. All heating, cooling and ventilation systems shall be free from defects and hazards associated with ventilation, equipment status, mounting, electrical connections and other potential defects.

- (b) Heating, cooling and ventilation systems in residential rental dwellings or dwelling units intended to be used for living or sleeping by human occupants shall not be removed except for immediate repair or replacement.
- (c) All heating, cooling and ventilation systems mounting apparatuses shall be structurally sound.
- (d) Where a heating, cooling or ventilation system has previously existed in a residential rental dwelling or dwelling unit but has been removed, such dwelling or dwelling unit shall not be occupied unless the heating, cooling or ventilation system is re-installed.
- (e) The heating or cooling equipment shall be designed and installed in conformance with the Adopted Codes in effect at the time of installation and maintained in accordance with the manufacture's specifications.
- (f) Evaporative cooling equipment shall be maintained in a condition free from excessive accumulation of rust, corrosion or mineral deposits that limit its proper operation.
- (g) All condensate from air cooling coils and overflow from evaporative coolers shall be piped from the roof.
- (h) Unused and deteriorated heating, cooling, evaporative coolers or ventilation systems shall be removed from the building or structure.

**14-300            Emergency escapes and fire protection systems.**

- (a) Any room used or designed to be used for sleeping must have at least one (1) functional window or door unit providing access to the exterior of the building or structure for emergency escape or rescue. The window or door unit shall be operable from the inside and provide a clear, unobstructed opening without the use of separate tools.
- (b) All systems, devices and equipment to detect a fire, actuate a local alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times.
- (c) Smoke alarms shall be installed and maintained in good operating condition in accordance with the City Code in effect when the residential rental property was constructed or altered.
- (d) If smoke alarms were not required when the residential rental property was constructed or altered, or if smoke alarms are not centrally located in each corridor or area giving access to a sleeping area then smoke alarms shall be installed not later than thirty (30) days after the effective date of this Ordinance.
- (e) Smoke alarms required under this Section may be battery operated or may receive power from the building wiring and shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to each sleeping area.

- (f) Smoke alarms shall sound an alarm audible in all sleeping areas of the residential rental unit in which they are located.
- (g) Multi-level residential rental units requiring smoke alarms under this Section shall have no less than one (1) smoke alarm per level.

**14-310 Light and natural ventilation.**

- (a) Habitable rooms within a residential rental property shall be provided with natural light by means of an exterior glazed opening facing to the outside.
- (b) Natural ventilation shall be provided by means of an exterior opening vented directly to the outside. If natural ventilation by means of an exterior opening vented to the outside is not provided, a mechanical ventilating system shall be provided.
- (c) Bathrooms, water closet compartments, laundry rooms and similar rooms shall be provided with natural ventilation by means of operable exterior openings. If natural ventilation by means of an exterior opening is not provided, a mechanical ventilating system connected directly to the outside shall be provided.

**14-320 Interior sanitation.**

The interior of every residential rental property or unit shall be kept free from the presence or apparent evidence of insect, rodent or vermin infestation, and shall be maintained free from any unsafe or unsanitary condition such as, but not limited to, excessive moisture, accumulation of garbage, food waste, trash, rubbish, refuse or litter, human or animal waste, any condition which could promote or harbor infestation by insects, rodents, vermin or other noxious pests or any condition that could create a potential or imminent hazard to its occupants or any others.

**14-330 Interior of buildings.**

- (a) *Structural members.* All structural members, walls, floors, partitions or ceilings shall be structurally sound and be capable of supporting the imposed loads.
- (b) *Interior surfaces.* All interior surfaces, including walls, ceilings, floors, floor coverings and doors shall be maintained in good repair and free from defective conditions.
- (c) *Handrails and guardrails.* Every handrail and guardrail shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in sound condition.
- (d) *Stairways.* Every interior stairway shall be maintained in sound condition and free from any broken, rotted or missing steps or tripping hazards.

**14-340 Exterior of buildings.**

- (a) *Foundations, walls and roofs.* Every foundation, exterior wall, roof and all exterior surfaces shall be structurally sound and maintained in a weather tight, watertight condition and substantially vector and vermin proof.
- (b) *Exterior surfaces.* Exterior surfaces of buildings not naturally resistant to decay shall be treated and maintained to protect against excessive peeling, flaking or chipping with a protective coating of paint or other suitable preservative which will provide resistance to weathering and deterioration.
- (c) *Roof coverings.* Roof coverings and flashings shall be free from any defects that admit rain or cause dampness in the walls or interior portion of the building.
- (d) *Handrails and guardrails.* Every handrail and guardrail shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in sound condition.
- (e) *Stairways and balconies.* Every outside stairway and balcony shall be maintained in sound condition and free from any broken, rotted or missing material or steps or tripping hazards.
- (f) *Doors and windows.* Every door, door frame, window, window frame, locking device and related hardware shall be properly installed and maintained in sound condition. Acrylic glass, plastic or any other material other than glass shall not be used as glazing for doors and windows. Exterior doors and windows that provide access to a residential rental property shall be equipped with locking devices and shall be maintained in a substantially weather tight condition. Window screening, if present, shall be maintained in good condition free from tears or holes or imperfections of the frame that could admit insects or other vermin.

**14-350 Exterior premises and common areas.**

- (a) *Sidewalks, common areas, parking lots and driveways.* All sidewalks, common areas, walkways, parking lots, driveways and similar areas shall be maintained free from potentially dangerous holes, depressions, projections or surface deterioration that may cause tripping or injury to a person or otherwise present a hazardous or blighted condition.
- (b) *Parking areas.* All parking lots, driveways and similar areas designed or used for parking must be an improved surface in accordance with the Zoning Ordinance.
- (c) *Drainage.* All premises shall be maintained to prevent the accumulation of stagnant water when such water may cause an unhealthy or hazardous condition, become a breeding area for insects or cause damage to foundation walls.
- (d) *Grass and weeds.* All premises, including common areas, shall not have grass or weeds characterized as uncontrolled, unmaintained or overgrown when such conditions create a blighted condition or may harbor infestations or are likely to become a hazard to the public health or safety.
- (e) *Landscaping.* All premises, including common areas, shall be kept free from any conditions that contribute to visual blight including, but not limited to, dirt yards, un-landscaped areas

or vegetation of any kind that is substantially dead or damaged characterized by uncontrolled growth or lack of maintenance.

- (f) *Abandoned or inoperable vehicles.* The storage of any abandoned or inoperable vehicle, including any vehicle being repaired or restored, that is visible from any public right-of-way or common area of a residential rental property is prohibited.
- (g) *Rubbish and debris.* All premises shall be maintained free from an accumulation of rubbish, debris, trash, garbage, refuse or other wastes, except that which is deposited in proper containers for sanitation collection, including items such as, but not limited to, cardboard, bottles, glass, cans, pieces of scrap wood, metal, metal articles, paper, plastic, boxes, tires, vehicle parts or other such materials or items which constitute a hazard to the health and safety of the occupants, the neighborhood, the public, or others or creates a blighted condition.
- (h) *Items stored in public view.* No person shall place and/or store furniture, except furniture designed and placed for outdoor use, household equipment, appliances, construction or landscape material, cardboard material, plastic material, debris or similar materials in a location that is visible to a person standing upon any public street or sidewalk or any common area of residential rental property.
- (i) *Exterior pest control.* All premises shall be kept free from the presence or apparent evidence of any insect, bee, wasp, pigeon, rat, rodent or any vector or vermin infestation of any kind and any other unsightly or unsanitary condition which could harbor insects, rodents or other vector or vermin.
- (j) *Swimming pools.* All swimming pools, architectural pools and spas shall be properly maintained so as not to create a health or safety hazard, harbor insect infestation, be polluted, become stagnant or create a blighting condition. All enclosures, gates and doors shall be installed and properly maintained in accordance with the City Code.
- (k) *Fences, screening walls and retaining walls.* All fences, screening walls and retaining walls on the premises shall be safe and structurally sound and shall not otherwise contribute to a deteriorated or blighted appearance. This includes, but is not limited to, leaning or damaged fences or walls, missing slats or blocks or any other materials that are broken or damaged. All fencing and wall materials shall be uniform, compatible and commonly used and recognized as fencing or wall material.
- (l) *Exterior lighting.* All exterior lighting including parking lot, common area and security lighting shall be properly maintained and capable of performing its intended function.
- (m) *Graffiti.* All premises shall be kept free of graffiti visible from any public right-of-way, private street or common area of a residential rental property.
- (n) *Common laundry facilities.* All provided common laundry facilities must be properly maintained and cleaned so as not to affect the health, safety or welfare of the occupants or others. All provided common laundry appliances that become inoperable must be repaired or replaced.

(o) *Exterior sanitation.* All premises and common areas shall be kept sanitary, clean and free of any human or animal waste, hazardous materials or any other condition which may affect the health, safety or welfare of the occupants or others.

**14-360 Residential rental property interior inspections; inspection warrants.**

The Code Official or his authorized designee may conduct an interior inspection of a residential rental property to determine compliance with this article in accordance with Ariz. Rev. Stat. § 9-1302, as amended and Ariz. Rev. Stat. § 33-1904(A)(1), as amended. Inspection warrants for such inspection shall be issued in accordance with Section 14-150 of this Ordinance.

**14-370 Re-occupancy prohibited.**

If a violation of any interior standard of this article is found to exist, the owner will be required to correct all violation(s) within a reasonable amount of time. If during that time the building or unit becomes vacant and unoccupied, the building or unit shall not be leased, rented or occupied until the violation(s) have been corrected, inspected and approved by the Code Official.

**14-380 Owner's responsibility for violations by occupants.**

The owner(s) of a residential rental property shall not permit the occupant(s) of said property to commit a violation of this Ordinance. The owner(s) shall be deemed to have permitted the occupant(s) to commit a violation if the owner fails, after being notified by the Code Official, to take substantial action to prevent the occupant(s) from committing future violations of this Ordinance.

**Article V – Registration of Residential Rental Property**

- 14-390 State registration requirements.
- 14-400 Civil violations.
- 14-410 Notices and orders.
- 14-420 Civil penalties.

**14-390 State registration requirements.**

All owners of residential rental property located within the corporate boundaries of the City shall register with the Maricopa County Assessor the information required by Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes, as amended, in the manner prescribed by the Maricopa County Assessor.

**14-400 Civil violations; civil citations**

(a) It shall be unlawful, punishable by civil penalties as set forth below, for any owner of residential rental property to fail to perform any act or duty required by any provision of Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes and any such owner may be issued a civil citation and is liable for all costs which may be assessed pursuant to state and local law.

- (b) Service of the civil citation may be accomplished and will be deemed proper and complete by any one of the methods set forth in Section 14-410 below. Such civil citation shall be deemed a complaint that notices a violation for purposes of Ariz. Rev. Stat. § 33-1902, as amended.
- (c) The defendant may admit the allegations in the civil citation and pay the fine in Section 14-420, below, by mailing the civil citation, together with a check for the amount of the fine made payable to the Municipal Court.
- (d) A civil citation issued under this article shall:
  - (1) Direct the defendant to appear in Municipal Court within ten (10) days of the issuance of the citation.
  - (2) Include the date, address and parcel number of the residential rental property for which an owner has failed to comply with the provisions of Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes.
  - (3) Include a statement directing that, if the owner complies with the provisions of this article and Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes, written proof of such compliance shall be provided to the City Manager prior to any court hearing ordered.
  - (4) Include a notice that if the defendant fails to appear as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation charged in addition to a penalty for failure to appear as set forth in Subsection 14-400(f) below.
- (e) Within ten (10) days of the issuance of the citation, the defendant shall appear in person or through his attorney in Municipal Court and shall either admit or deny the allegations contained in the civil citation or the defendant may proceed as provided by the provisions of this article. If the defendant admits the allegations, the court shall immediately enter judgment against the defendant in the amount of the fine assessed under Section 14-420, below, for the violation charged. If the defendant denies the allegations contained in the citation, the court shall set a hearing date for trial of the matter.
- (f) If the defendant fails to appear as directed on the civil citation, the court, upon request by the City Manager, or authorized designee, shall enter a default judgment for the amount of the fine indicated for the violation charged. Additionally, the defendant may be fined up to one hundred dollars (\$100.00) for failure to appear at the time and place set for trial of a matter arising under the provisions of this article.
- (g) If, after receiving a notice of violation or civil citation under this article, an owner complies with the provisions of this article and Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes the owner shall provide written proof of such compliance to the Code Official prior to any hearing requested or any court hearing ordered under the provisions of this article.

- (h) The Arizona Rules of Procedure in Civil Traffic Violation Cases shall be followed by the Municipal Court for civil violations of this article, except as modified or where inconsistent with the provisions of the City Code, local rules of the Municipal Court or rules of the Arizona Supreme Court.
- (i) Any person failing to comply with a notice of violation, civil citation or order served in accordance with Section 14-410, below, shall be deemed guilty of a civil violation as determined by the Code Official or authorized designee, and the violation shall be deemed a strict liability offense.

**14-410 Notices and orders.**

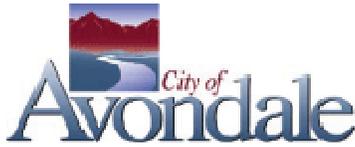
- (a) Whenever the Code Official, or his authorized designee, determines that there has been a violation of this article or Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in this Subsection (b) to a person who is an owner of a residential rental property as specified in this article. If the residential rental property is owned by an entity, notice shall be given to a person described by or registered under Ariz. Rev. Stat. § 33-1902(A)(2), as amended.
- (b) Such notice prescribed in Subsection 14-410(a) above shall be in accordance with all of the following:
  - (1) Be in writing.
  - (2) Include the date, address and parcel number of the residential rental property.
  - (3) Include a statement that the notice of violation shall not be deemed a complaint that notices the violation for the purposes of Ariz. Rev. Stat. § 33-1902.
  - (4) Include a statement of the violation(s) and why the notice is being issued.
  - (5) Include a correction order giving the owner ten (10) days to register the information required by Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes
  - (6) Include a statement directing that, if the owner complies with the provisions of this article and Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes, written proof of such compliance shall be provided to the Code Official, or his authorized designee, prior to any hearing requested under the provisions of this article.

**14-420 Civil penalties.**

- (a) For residential rental property that is acquired by an owner after the date of the notice of assessed valuation and the notice prescribed by Ariz. Rev. Stat. § 42-15103, until the issuance of the next notice of assessed valuation, the City shall assess a civil penalty of one thousand dollars (\$1,000.00) base fine against a person who fails to comply with the provisions of Title 33, Chapter 17, Article 1 of the Arizona Revised Statutes, plus an additional one hundred dollars (\$100.00) for each month after the date of the original

violation until compliance occurs. The court shall not suspend any portion of the civil penalty provided by this Subsection.

- (b) Notwithstanding Section 14-420(a) above, if a person complies within ten (10) days after receiving the complaint that notices the violation, the court or hearing officer shall dismiss the complaint and shall not impose a civil penalty.
- (c) Except for newly acquired residential rental property as prescribed by subsection 14-420(a), if a residential rental property owner fails to register with the County Assessor as prescribed by the provisions of Title 33, Chapter 17, Article 1 of the Arizona Revised Statute, the City may impose a civil penalty in the amount of one hundred fifty dollars (\$150.00) per day for each day of violation after the date of the most recent notice of assessed valuation and the notice prescribed by Ariz. Rev. Stat. § 42-15103. If a person complies within ten (10) days after receiving the notice from the County Assessor, the court shall dismiss the complaint and shall not impose a civil penalty.
- (d) The Code Official shall provide an opportunity to be heard to any person to whom a notice of violation is issued under this article.
- (e) Any person who violates a provision of this article, or fails to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws.
- (f) Any judgment for civil penalties taken pursuant to this article may be enforced as any other civil judgment.
- (g) Violations of this article are in addition to any other violation enumerated within this Ordinance and the City Code and in no way limit the penalties, actions or procedures which may be taken by the City for any violation of this article which is also a violation of any other provision of this Ordinance or any other applicable law. The remedies specified herein are cumulative and the City may proceed under these or any other remedies authorized by law.



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
February 18, 2014  
7:00 PM

**CALL TO ORDER BY MAYOR ROGERS  
PLEDGE OF ALLEGIANCE  
MOMENT OF REFLECTION**

**1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

Regular Meeting of February 3, 2014

**b. CIP BUDGET TRANSFER REQUEST - NORTHSIDE BOOSTER STATION LINE ITEM**

City Council will consider a request to authorize a transfer of funds to the Northside Booster Station Line Item. The Council will take appropriate action.

**c. PROFESSIONAL SERVICES AGREEMENT – ORIDIAN CONSTRUCTION SERVICES, LLC – CONSTRUCTION INSPECTION SERVICES**

City Council will consider a request to approve a Professional Services Agreement with Oridian Construction Services, LLC to provide construction inspection services in the amount of \$300,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. CONSTRUCTION CONTRACT AWARD - BLUCOR CONTRACTING INC. - CENTRAL AVENUE SEWER AND WATER MAINS**

The City Council will consider a request to award a construction contract to Blucor Contracting Inc. for construction of the Central Avenue Water & Sewer Mains in the amount of \$2,839,843.76, authorize the necessary transfers and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. SECOND AMENDMENT TO HOSPITAL BASE STATION AGREEMENT - BANNER ESTRELLA MEDICAL CENTER**

City Council will consider a request to approve a second amendment to the emergency base station agreement with Banner Estrella Medical Center. The Council will take appropriate action.

**f. RESOLUTION 3163-214 - INTERGOVERNMENT AGREEMENT WITH THE UNIVERSITY OF ARIZONA**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the University of Arizona, Norton School of Family and Consumer Sciences, for an amount of \$14,960 to complete a data analysis and program evaluation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

**g. RESOLUTION 3166-214 - PARKS, RECREATION, AND LIBRARIES ADVISORY BOARD**

City Council will consider a resolution consolidating the City of Avondale Parks and Recreation Advisory Board with the Library Advisory Board to establish a new City of Avondale Parks, Recreation, and Libraries Advisory Board and adopting bylaws. The Council will take appropriate action.

**h. ORDINANCES 1532-214 AND 1534-214 - ACQUISITION OF ROW FOR 107TH AVENUE, VAN BUREN AND ROOSEVELT STREET**

City Council will consider two ordinances authorizing the acquisition of a portion of right-of-way along 107th Avenue from and including portions of Roosevelt Street to and including portions of Van Buren Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

**i. ORDINANCE 1533-214 ACQUISITION OF THREE PARCELS OF ROW FOR VAN BUREN MULTI-USE CORRIDOR NEAR AVONDALE BOULEVARD**

City Council will consider an ordinance authorizing the acquisition of three parcels of right-of-way for the Van Buren Multi-Use Corridor located east and west of Avondale Boulevard and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

**4 APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES**

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees. The Council will take appropriate action.

**5 MEMORANDUM OF UNDERSTANDING - AVONDALE POLICE ASSOCIATION**

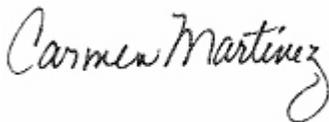
City Council will consider a request to approve a memorandum of understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2014-2015 and 2015-2016 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**6 EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the sale of real property.

**7 ADJOURNMENT**

Respectfully submitted,

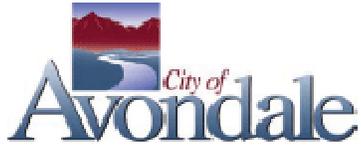


Carmen Martinez  
City Clerk

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

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

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



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
February 18, 2014

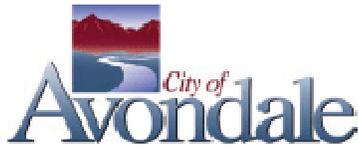
**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**  
Regular Meeting of February 3, 2014

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

CIP Budget Transfer Request - Northside Booster  
Station Line Item

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

**FROM:** Wayne Janis, Public Works Director 623-333-4411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a CIP Budget Transfer of \$49,800 from Line Item 514-1057-00-8520 to 514-1283-00-8520.

**DISCUSSION:**

On December 16, 2013, Staff requested that City Council approve a Professional Services Agreement with Dibble Engineering for the Northside Booster Station Rehabilitation. The Professional Services Agreement was approved by Council at that meeting. The Council Report incorrectly stated that the funding for this item (\$147,946) was available in Line Item 514-1283-00-8520. An additional \$49,800 is needed to fully fund this agreement. Staff is requesting that City Council approve the transfer of this amount from Line Item 514-1057-00-8520.

**BUDGETARY IMPACT:**

Transfer of \$49,800 from Citywide Water Improvement 514-1057-00-8520 to Northside Booster Replacement 514-1283-00-8520. This transfer will not affect other ongoing projects.

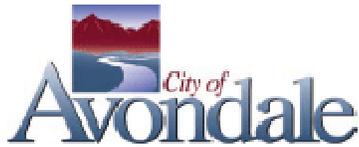
**RECOMMENDATION:**

Funds have been budgeted but not in the specific line item needed for this work. Staff recommends that City Council approve a budget transfer of \$49,800 from Line Item 514-1057-00-8520 to 514-1283-00-8520.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Services Agreement – Oridian  
Construction Services, LLC – Construction  
Inspection Services

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement with Oridian Construction Services, LLC to provide construction inspection services in the amount of \$300,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**DISCUSSION:**

The department has a need for construction inspection services to be provided on an as-needed basis. While the larger projects typically keep one inspector busy full-time, there are other CIP projects that do not require a full-time inspector dedicated to just one project.

The Agreement with Oridian Construction Services, LLC (Oridian) will provide 2 inspectors. There is an upcoming CIP project for Central Avenue which involves water and sewer upgrades and improvements. This project will require a dedicated full-time inspector for a period of 8 months. The second inspector will assist the City with the ongoing yearly CIP projects, private development projects, and utility inspections as needed.

Through the City's Procurement Policy; where qualified, competent professional consultants are chosen for an on-call selection list, a staff committee selected Oridian for this Project. Oridian has successfully provided inspection services for the City in the past. Staff has found Oridian to be competent and qualified.

**BUDGETARY IMPACT:**

Funding for this contract is available in the respective CIP and/or operating budget line items.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Professional Services Agreement with Oridian Construction Services, LLC to provide construction inspection services in the amount of \$300,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[PSA](#)

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ORIDIAN CONSTRUCTION SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of February 18, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”), and Oridian Construction Services, LLC, a Delaware limited liability company (the “Consultant”).

RECITALS

A. The City issued a Request for Qualifications, EN 12-054 “FY 2012/2013 Professional Consultants Selection List,” which was amended on May 14, 2012, by that certain Addendum No. 1 (collectively the “RFQ”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to provide construction inspection services on an as-needed basis relating to the specific services as may be agreed upon between the parties, including the Central Avenue improvement project (the “Services”).

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 28, 2015, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City identifies a need and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Consultant shall provide the specific Services to the City as may be agreed upon between the parties in writing, in the form of a written invoice, quote, purchase order or other form of written acknowledgment between the parties describing the Services to be provided (each, a “Work Order”). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Consultant acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than

City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The City shall pay Consultant an aggregate amount not to exceed \$300,000.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit B.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to

which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by or based upon the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

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

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

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

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

E. Primary Insurance. Consultant’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past

completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

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

be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## 11.2 Required Insurance Coverage.

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

insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

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

## 12. Termination; Cancellation.

12.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is

such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

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

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

### 13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the

other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

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

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

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

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

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

the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

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

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

13.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.13 Offset.

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

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

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Charles P. McClendon, City Manager

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

If to Consultant: Oridian Construction Services, LLC  
7500 North Dreamy Draw Drive, Suite 200  
Phoenix, Arizona 85020-4660  
Attn: KC Brandon

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead

allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

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

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

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2014, before me personally appeared Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

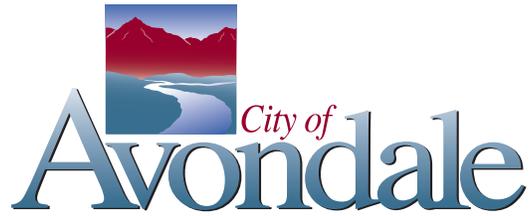
[SIGNATURES CONTINUE ON FOLLOWING PAGE]



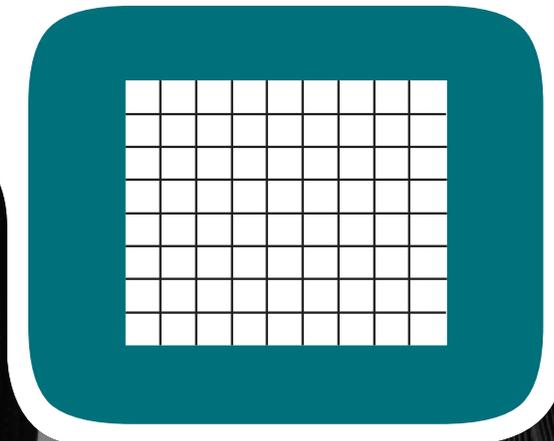
EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ORIDIAN CONSTRUCTION SERVICES, LLC

[Consultant's SOQ]

See following pages.



Statement of Qualifications for  
**FY 2012/2013 Professional  
Consultants Selection List**  
Solicitation Number: EN 12-054



ORIDIAN  
CONSTRUCTION  
SERVICES

May 17, 2012





7500 North DreamyDraw Drive, Suite 200  
Phoenix, Arizona 85020-4660  
Tel. 602-957-3936  
Fax 602-957-1488  
www.orian-services.com

CONSTRUCTION MANAGEMENT

PROJECT MANAGEMENT

CONSTRUCTION STAKING

May 17, 2012

**Ms. Sue McDermott, City Engineer**  
**City of Avondale Engineering Department**  
11465 West Civic Center Drive, Suite 120  
Avondale, AZ 85323

**RE: *Statement of Qualifications for  
FY 2012/2013 Professional Consultants Selection List  
Solicitation Number: EN 12-054***

The City of Avondale is seeking a well-qualified and experienced consulting firm to provide leadership and a strong presence in Construction Management and Inspection Services for upcoming capital improvement projects. Oridian Construction Services has the applicable qualifications and experience to meet these criteria. We specialize in Construction Management and Inspection for public agencies, including the City of Avondale, and we have provided these services since 2001.

The City of Avondale is a highly-valued client to Oridian. Our team will work to provide the level of service you have come to expect from us. Through our previous work with you we have become familiar with your requirements, preferences, policies, and standards.

In the enclosed Statement of Qualifications, we present our qualifications, relevant work history, and the personnel who will be assigned to this contract.

Oridian Construction Services carries all of the required insurance. We supply our field staff with the support and tools they need and we provide you additional support from our senior staff to confirm that the services we provide are of the highest quality.

We look forward to continuing our long-term working relationship with the City of Avondale.

We acknowledge receipt of addendum 1 to the Request for Statements of Qualifications.

Thank you for considering Oridian Construction Services.

Sincerely,  
**Oridian Construction Services, LLC**

**KC Brandon**  
**Senior Project Manager**  
kcbrandon@orian-services.com

## Section 1. General Information

### B. Discipline Specialty Checklist

Our completed checklist is on the next page.

### C. Legal Organization:

Oridian Construction Services, LLC is a limited liability corporation and was incorporated in Delaware in 2001. Oridian is registered with the Arizona Board of Technical Registration, No. 14533, to conduct construction management and inspection services within Arizona.

#### Address:

Oridian Construction Services, LLC  
7500 North Dreamy Draw Drive  
Suite 200  
Phoenix, AZ 85020

#### Contact Concerning this SOQ:

KC Brandon  
7500 North Dreamy Draw Drive  
Suite 200  
Phoenix, AZ 85020  
Phone No. – 602-957-3936

### D. Office Locations:

The primary office location for Oridian Construction Services is listed above. In addition, we have an office located in Goodyear which is available to conduct meetings or other tasks related to this on-call contract:

Oridian Construction Services, LLC  
1626 North Litchfield Road  
Suite 150  
Goodyear, AZ 85395

### E. General Description:

Oridian Construction Services is part of the Dibble and Associates family of companies and has provided construction management and inspection services of civil construction projects in the greater Phoenix area and throughout Arizona for the past 12 years. Oridian is fully insured with general liability and professional liability at

the limits required by each agency. We also carry Worker's Compensation and automobile coverage as required by state law.

Our managers and inspectors are equipped with vehicles, cell phones and personal safety equipment. The company has a written safety program that includes zero tolerance for substance abuse. Oridian is known for our integrity and competence. We have built a reputation for providing quality construction management and inspection. We have an excellent record of high-quality projects completed on time and within budget. Our service capabilities include:



### Contract Administration

Oridian prepares and enforces contract specifications to confirm that you receive the expected level of quality and value from contractors and consultants.

### Construction Management

We oversee all aspects of construction so that the workmanship and materials meet the specifications and requirements.

### Schedule and Budget Control

We utilize our leadership and expertise to keep projects on time and within budget.

### Constructibility Analysis

Oridian evaluates design plans and other contract documents for clarity, consistency, and ease of use in the field. This service often also includes value engineering and independent cost estimating.

### Construction Inspection

We have a staff of experienced and certified inspectors for every kind of construction project.

### Quality Control Program Management

Oridian can prepare and administer the entire quality control program for major projects. We do

**SECTION A**

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IV. DISCIPLINE SPECIALTY CHECK LIST  
FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm: Oridian Construction Services, LLC

Address: 7500 N Dreamy Draw Drive, Suite 200

City: Phoenix State: AZ Zip Code: 85020

Contact Name: KC Brandon

Title: Senior Project Manager

Telephone: 602-957-3936 Facsimile: 602-957-1488

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- |  |  |
|--|--|
| <input type="checkbox"/> Architect                           | <input type="checkbox"/> Landscape Architect                     |
| <input type="checkbox"/> CADD Services                       | <input type="checkbox"/> Plan Review Services                    |
| <input checked="" type="checkbox"/> Construction Management  | <input type="checkbox"/> Property Appraisal Services             |
| <input type="checkbox"/> Economic & Fiscal Impact Analysis   | <input type="checkbox"/> Professional Photography                |
| <input type="checkbox"/> Electrical Design and SCADA         | <input type="checkbox"/> Streetlight Design                      |
| <input type="checkbox"/> Foundation & Structural             | <input type="checkbox"/> Subsurface Utility Investigation        |
| <input type="checkbox"/> Geotechnical & Environmental        | <input type="checkbox"/> Surveying                               |
| <input type="checkbox"/> GIS Programs                        | <input type="checkbox"/> Traffic Engineering                     |
| <input type="checkbox"/> Hydrogeological Engineering         | <input type="checkbox"/> Transportation Engineering              |
| <input type="checkbox"/> Hydrology/Hydraulic Projects        | <input type="checkbox"/> Wastewater Systems                      |
| <input type="checkbox"/> Improvement District Administration | <input type="checkbox"/> Water Distribution and Treatment System |

this either directly for the agency/client or as a sub-consultant to general contractors.

## **F. Terminated Contracts**

Oridian Construction Services, LLC has never been terminated from a contract.

## **G. Claims:**

Oridian Construction Services, LLC has not been involved in any litigation or arbitration in the past five years.

## **H. Vendor Information Form**

Our completed form is included in the Appendix.

# **Section 2: Experience & Qualifications**

## **A. Company Experience:**

We have been an on-call inspection resource for the City of Phoenix (Planning and Development Department) and we are still under contract until 2014. We have held multiple on-call contracts with the Maricopa County Department of Transportation and the cities of Glendale and Goodyear, and we are currently involved with projects for the City of Avondale under an on-call contract. In all cases, our personnel are committed to the priorities of each municipality's contracting department to perform as a member of their team.

## **Project Experience**

Oridian has provided inspectors on an on-call basis since 2001. Those contracts are described below.

## **Professional Consultants Selection List for the City of Avondale, FY 2010/2012**

Oridian is providing civil engineering field inspections of Capital Improvement Projects for the City of Avondale under this on-call services contract. We have provided inspections to support the City's staff on

waterline, sewer, street improvements, and bridge construction projects.

**Reference:** Jim Badowich, 623-333-4222

## **Civil Engineering On Call Field Inspections for the Phoenix Development Services Department, 2000 – 2011**

Oridian provided up to four inspectors at a time to perform off-site permit inspections for the City of Phoenix. Our inspectors worked very closely with the City's Area Supervisors, attending staff meetings and reporting to the applicable area offices. Each inspector handled as many permits as the Area Supervisors required, and functioned as an extension of City staff. Oridian supported the City inspectors with a substitute whenever necessary and with backup vehicles and tools in order to avoid any break in service.

**Reference:** Jim Taschner, 602-495-0464

## **Civil Engineering Field Inspection for Glendale Engineering Department, 2003 – 2004**

Oridian performed construction inspections of permitted off-site work for the City of Glendale on developments related to the Coyotes Arena. When requested, we also furnished a materials technician for sampling and testing construction at the job site. The work included underground utilities, grading and paving, sidewalks, driveways, drainage structures, and landscaping.

**Reference:** Mark Gibson, 623-930-3626



## **Inspection Services for the City of Goodyear, 2006**

Oridian provided inspections of permitted work performed by private developers within public rights of way. Our staff worked independently, but in close coordination with regular City staff to verify that the work was done in accordance with the permits, plans, and all other City requirements.

**Reference:** Gary Jipner, 623-693-0225

### **Civil Engineering Field Inspections for Maricopa County Department of Transportation, 2002 – 2003**

Oridian performed construction inspections for much of the development work done in Anthem, the Rio Verde area, and much of the southeast Valley during this period of time. Our inspectors worked as an extension of the MCDOT field staff, inspecting utility trenches, grading and paving, miscellaneous concrete, decorative paving, drainage structures, street lighting, and landscape.

**Reference:** Paul Cook, 602-506-8606

### **Other Relevant Projects:**

#### **Sanitary Sewer Lift Station #56 for the City of Phoenix**

Oridian provided the lead inspector, Roy Stryker, for this project in the Ahwatukee area. The work completely renovated an existing lift station with new pump equipment, complete new electrical gear and emergency generator, security system, an odor control system, re-coating the wet well and manholes, and site upgrades.

**Reference:** John Masche, 602-534-6997

#### **Well 24 for the City of Avondale**

Oridian provided construction management and inspection for the development of this existing drilled well that included tie-ins to the existing underground raw water line and installation of the well pump and motor, all above ground piping, the electrical gear, communication equipment, and security system. Other site work included grading, paving, domestic water lines, a nitrate analyzer, well water sand separator and drain manhole, piping for a future chlorination system, and all associated water line flushing and testing.

**Reference:** Mike Smith, PE, 623-333-4450

#### **Well 20 for the City of Avondale**

This project, on the north border of the City, started with nothing more than a pre-drilled well casing. Development of the site began with construction of the sites masonry walls, followed by all underground piping, conduit runs, electrical gear and emergency generator, and installation of APS power. Well development included installation of the pump bowls, tube, shaft and column pipe, and electric motor. Well appurtenances included a sand separator and drain manhole, all above ground piping, meter, and valves. The site was equipped with lighting and a security system, paved entry and parking, landscape and decomposed granite, and motorized gate. Roy Stryker provided construction management and inspection duties that included observation and inspection of the construction and observation of all water line flushing and testing.

**Reference:** Mike Smith, PE, 623-333-4450



#### **Broadway Road Sanitary Sewer, 59th Avenue to 75th Avenue**

This project was financed and managed by a private developer. Oridian provided inspections and some construction oversight under contract to the City of Phoenix Water Services Department. The work, completed in early 2009, consisted of two miles of large diameter sewer line. Oridian helped lead the project through difficult issues between the developer and the contractor, looking out for the City's interests at all times.

**Reference:** Roger Olsen, 602-534-2290

#### **Paradise Valley Waterline for the City of Phoenix, 2004-2005**

Oridian provided construction management and inspection services for 2.5 miles of new 20-inch and 30-inch water main and service connections in residential streets. Phoenix is the owner of the water line but the work was done in the Town of Paradise Valley. Oridian worked to serve the inter-

ests of both the City and the Town during construction.

**Reference:** Roger Olsen, 602-534-2290

### **Camelback Road Pedestrian Underpass for the City of Phoenix, 2009**

This CM at Risk project consisted of the construction of a pedestrian crossing beneath Camelback Road between 24th Street and 26th Street. The project scope included relocation of a bus stop facility on 24th Street north of Camelback to a new location further north. Intersection and traffic signal improvements were included at 20th and 24th Streets. This highly visible project involved a significant amount of public art and landscaping elements. During the design phase, Oridian provided constructibility reviews and independent cost estimates, as well as other pre-construction phase services. During the construction phase, Oridian provided construction management services in cooperation with City of Phoenix staff.

**Reference:** Tony Humphrey, 602-495-6841

### **Sky Harbor Airport East Economy Parking Structures 1 & 2 for the City of Phoenix, 2004 & 2005**

Oridian provided full time construction administration and inspection services for the construction of two, 8-level parking structures located at the east end of the East Economy Parking Lot at Sky Harbor. The projects were fast tracked to avoid peak travel seasons; partnering and critical path schedule scheduling were critical. Development of the garages included expansion and improvements to the toll plaza, reconstruction and configuration of the adjacent existing surface parking and bus routes, re-location of a 90-inch regional sewer line, and installation of an automated space count system. Combined cost exceeded \$65 million. *The Phase I garage was selected for the APWA award for Project of the Year for Structures over \$10 Million.*

**Reference:** Allan Smolko, 602-273-4096

### **Phoenix-Mesa Gateway Airport Terminal Remodel, 2000**

This project involved extensive interior and exterior renovations of a one-story office building, converting it into a commercial airport passenger terminal. We provided full construction administration and inspection services for all elements of the work, including site utilities, passenger pick-up and drop-off lanes, parking, building and site demo, and all associated testing. The building improvements included ticketing counters, passenger seating in the gate areas, preparation for security screening equipment, baggage belts and carousel, rest rooms and facilities for food service, rental car agencies, and a gift shop.

**References:** Roger Clark, 480-988-7600

### **Van Buren Street Improvements for the City of Goodyear, 2006**

This CM at Risk project provided the full widening and improvements for 2 miles on Van Buren Street from a 2-lane configuration to a new 5-lane roadway with curb and gutter, storm drain, water, sewer, and irrigation system improvements. The improvements also included a cast-in-place concrete bridge over Bullard Wash and traffic signalization for the intersection of Van Buren Street and Bullard Avenue. *This project received an AGC Building Arizona Award for projects over \$10 million construction cost.*

**Reference:** David Ramirez, 623-882-7954

### **Parking Lot Construction and Off-Site Improvements for Maricopa County Community College District, 2005 - 2012**

Oridian has provided construction management and Inspection on five campuses for new parking lots and off-site roadway improvements at the college entrances. Typically the projects included demolition for tie-in to existing lots or interior roadways, earthwork, underground utilities, drainage systems, lot lighting and security cameras, curbing, paving, irrigation systems and landscape. Two sites required improvements to the adjacent arterial streets, including traffic signals.

**Reference:** Arlen Solochek, 480-731- 8232

### **Sanitary Sewer Relief and Replacement Program for the City of Phoenix, 2006 – 2007**

During this two year program, Oridian provided construction management and Inspection at eight locations where existing sewer lines were operating above capacity. To relieve this situation, the

lines were either replaced with larger diameter pipe, slope re-alignment, or horizontal re-alignment. In all cases new manholes were required and in most cases bypass piping was required.

**Reference:** John Masche, 602-534-6997

## B. References

References are provided for each project listed above.

## Section 3: Project Approach

### A. Philosophy & Approach

The role of Oridian Construction Services during this on-call contract shall be to provide Construction Management and Inspection Services on an as-needed basis for upcoming capital improvement projects within the City of Avondale. Oridian's scope of services shall include all or a part of the following, depending on the City's needs for any given project:

- Oridian shall provide City representation at project meetings and conferences with contractors, City staff, design engineers, public utility companies, and other project stakeholders. We will lead the meetings as requested and provide documentation and any necessary follow-up after the meetings.
- Oridian shall provide inspection services for designated projects to verify that City permitted infrastructure improvements are constructed in accordance with plans and specifications. In addition to physical inspection of the work, Oridian shall confirm that appropriate frequencies and records are maintained by the Engineer of Record, testing laboratories, surveyors, and other required entities. All appropriate test results and other documentation shall be maintained on file for the review by City staff.

- Oridian shall provide construction administration services when requested, including reviewing contractor payment applications; and maintaining project schedules, progress reports, photos, test results and other relevant project documentation. Oridian shall review draft pay applications with the contractor to confirm actual completed work prior to submittal to the City. Contractor schedules shall be closely monitored and reviewed for timely project completion. Close communication with the contractor, City and other stakeholders regarding schedule-related issues will occur on a regular basis in order to anticipate and minimize potential issues that may impact schedule conformance.

- Oridian shall provide other construction management and inspection services as may be directed by the City of Avondale.

### Potential Problems Prior to & During Construction

Potential problems prior to and during construction fall into several categories, all of which are manageable if addressed in a proactive manner using clear communication with the City and other project stakeholders:

- Contractors will, at times, attempt to begin work without the appropriate permits. This needs to be addressed at the pre-construction meeting.
- Existing conditions, including previously installed utilities, public traffic, or the potential for disrupting existing residential or commercial neighborhoods can impact the way the work on a project is performed.
- Addressing environmental concerns, such as dust generation, "track-out", or construction water runoff must be addressed in the contractor's overall project approach.
- The co-existence of contractors, either working on the same project or on adjacent projects must be managed in order to maintain a smooth flow of work.

### Methods to Mitigate Problems

Oridian's approach to providing Construction Management and Inspection Services is essentially to act as an extension of the City of Avondale's staff. We will meet with members of staff to gain

an understanding regarding the schedule, budget, expectations, priorities, goals and concerns for each project. Our priorities are to protect the City's interests as they relate to the schedules, budgets and quality control of infrastructure improvement projects.

### City Standards

All of Oridian's personnel carry both the *Mari-copa Association of Governments (MAG) Uniform Standard Specifications* and all applicable supplements or standards issued by the contracting agency. They are particularly attuned to the sections that define differences in subdivision requirements versus collector and arterial street requirements. Our inspectors automatically cross reference any MAG call-out with the City supplements to check for revisions, if any exist, and they are familiar with the similarity in the detail numbering system. Oridian will also provide all personnel with a 3-ring binder containing the contracting agencies Engineering Construction Inspection Checklist, or if they do not have a checklist, the inspector will refer to the Oridian Inspection Checklist. The binder will also include Agency contacts, testing data requirements and frequencies, approved testing labs, stormwater management procedures, procedures for grading and drainage, sewer line testing, minimum slopes, manhole coatings including insecticides and manhole vacuum testing, waterline pressure leakage and bacteriological testing, fire department access, ADA requirements, as-built requirements, and all other reference materials relevant to the project.

Oridian's Inspection Supervisor, Roy Stryker, has more than 25 years of experience working with MAG Specifications and Local Agency Supplements. One of his responsibilities is to stay abreast of annual changes and to educate the Oridian staff about them.



### Communications

All of Oridian's field personnel carry cell phones and are available at all times throughout the project duration. They will also be equipped with contact information for all relevant personnel from the City, utility companies, contractors, subcontractors, suppliers, and all other project stakeholders. Field inspections and job site meetings are generally scheduled by Oridian at appropriate project milestones, or as requested by the contractor or directed by City personnel. Any issues in the field that may require input from the City Inspector or the Public Works Superintendent will be appropriately communicated immediately. We require our inspectors to be extremely diligent in making field decisions, always keep their supervisors informed, and to record such information on their daily reports.

The Daily Report Form is a primary means by which written communication is provided to the City. If written notice is necessary to the permit holder, our field personnel are trained to use the Inspectors Notice Form or other appropriate document.

Oridian's Inspection Supervisor, Roy Stryker, will communicate with the City's Staff on a regular basis to confirm that Oridian is providing satisfactory service, and to coordinate any additional support and/or staffing needs.

Should the inspector's assignments be permit specific, Oridian's Inspection Supervisor will confirm that the assignments are delegated, understood, and executed properly. He will also monitor the budgeted hours and communicate and coordinate with the City's Superintendent throughout the project.

It is critical that the inspector is on the job every day that work is in progress and that he makes timely inspections so that the contractor is not de-

laid while waiting for an inspection. He must be equipped with every tool he needs to perform the job. In that regard, we have the ability to provide our inspectors with laptop computers and wireless access if needed.

## **B. Compliance with City's Insurance Requirements & Contract Documents**

Oridian is familiar with the City of Avondale's insurance requirements and is prepared to comply with said requirements upon selection for this contract. Our professional liability insurance company, Union Standard, is lawfully authorized to transact insurance business in the State of Arizona. Upon selection for this contract, we will provide you with a Certificate of Insurance naming the City of Avondale as Certificate Holder.

Oridian has previously signed your contract documents and is prepared to do so upon selection for this contract.

## **Section 4: Key Resource Qualifications & Availability**

Oridian's personnel are experienced in all the types of civil construction. The people described below are available for either short term or long term assignments.

### **A. Personnel Resources**

Oridian has five staff members, who are well-versed in the construction management, administration, and inspection.



**Roy Stryker, CET - Inspection Supervisor**

Roy oversees all of Oridian's inspectors and provides support in the form of training, equipment, and backup. Roy is certified NICET level 3 in Highway Construction. He also performs many of our inspections. Projects he has

worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has performed many on-call civil inspections for our clients.



**KC Brandon - Project Manager**

KC has more than 25 years of construction management experience in both public and private markets. His pre-construction responsibilities include facilitating coordination between design consultants, value engineering, constructibility reviews, and creating bid documents that provide clarity amongst bidders while producing competitive and complete project pricing. During construction, KC leads efforts to establish schedules that properly sequence construction while meeting completion deadlines.



**Elliott Gappinger, PE, RLS - Principal**

Elliott has more than 30 years of experience in the design and construction of public works facilities, including geotechnical analysis, pavement design, materials engineering, and construction management. He is a registered civil engineer and land surveyor.



**Jerry Poling, CET - Senior Inspector**

Jerry is certified NICET level 4 in Highway Construction and is also ACI and ATI certified. He has more than 25 years of experience as an inspector and materials field technician. Jerry is especially well qualified in highway structures and both asphalt and concrete paving, but is also very knowledgeable in water and sewer line construction.

### **Kelly Renyer, CET - Senior Inspector**

Kelly has extensive experience as a construction inspector, and also has experience as a contractor. This combination gives him an especially good understanding of how to deal with contractors in the field. He is NICET certified in both Highway Construction and Underground Utilities.

## B. Discipline Matrix

Oridian's completed Discipline Matrix is below.

| Experience of Oridian Staff  | Roy Stryker | KC Brandon | Elliott Gappinger | Jerry Poling | Kelly Renyer |
|------------------------------|-------------|------------|-------------------|--------------|--------------|
| Construction Administration  | ◆           | ◆          | ◆                 |              |              |
| Construction Inspection      | ◆           |            |                   | ◆            | ◆            |
| Quality Assurance Management | ◆           |            | ◆                 |              |              |
| Cost Estimating              |             | ◆          | ◆                 |              |              |
| Shop Drawing Reviews         | ◆           | ◆          | ◆                 |              |              |
| Bid Document Preparation     |             | ◆          | ◆                 |              |              |
| Post Design Services         | ◆           | ◆          | ◆                 | ◆            | ◆            |

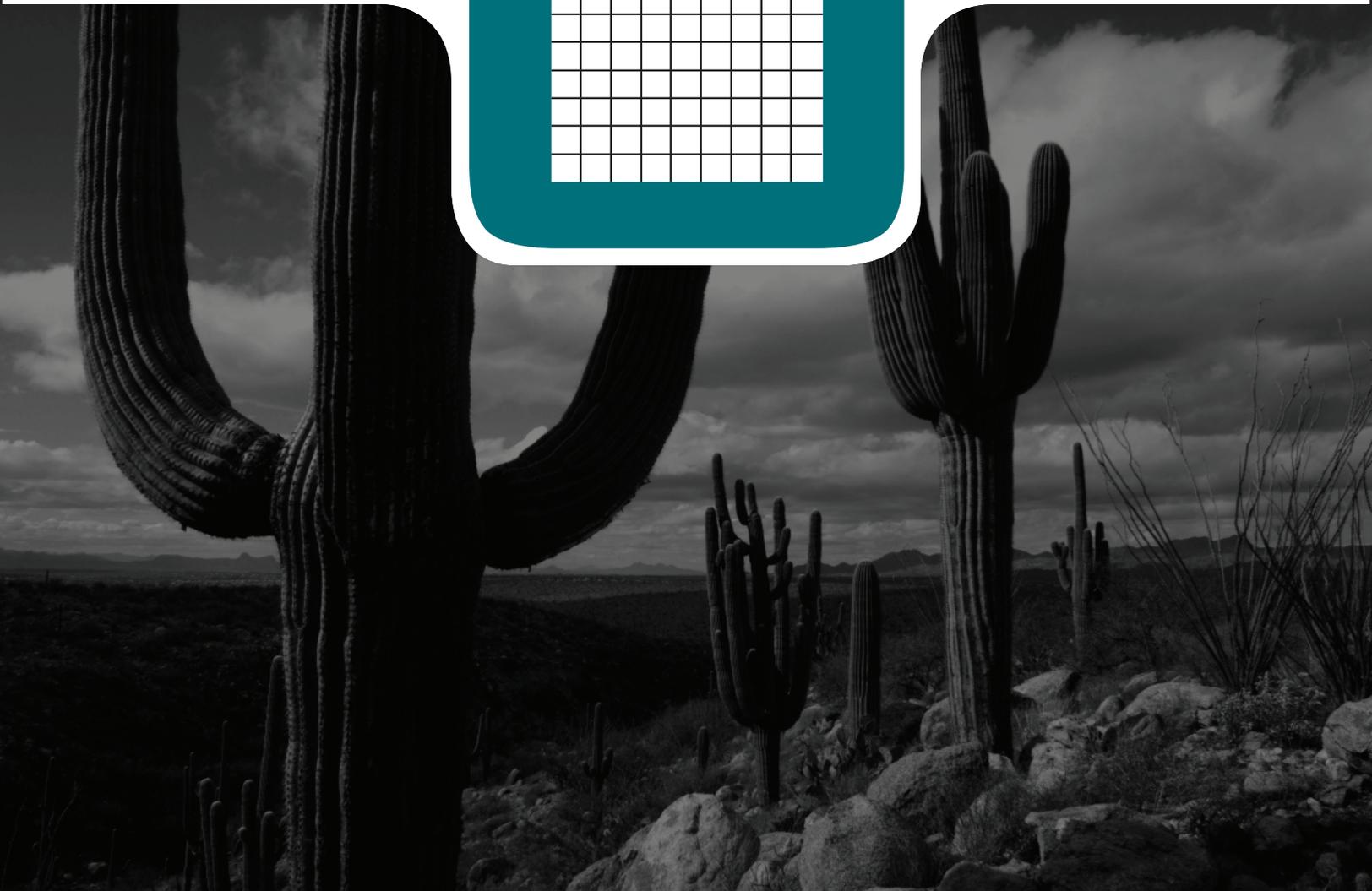
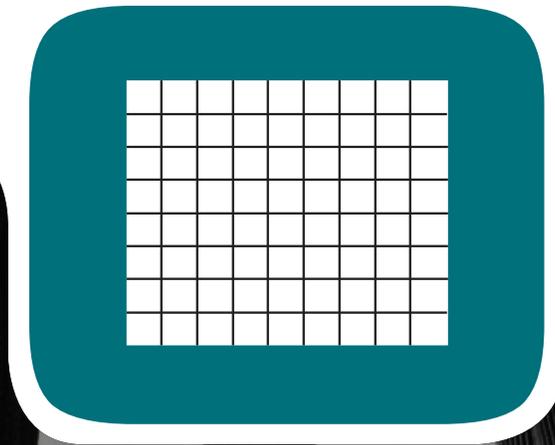
## C. Resumes

Resumes for key personnel are attached in the appendix.

### Why Choose Oridian?

- Oridian has provided on-call construction administration and field inspection services to county and local agencies for the past 12 years.
- We have well qualified and experienced staff who know the work well, and who know how to work within Public Works Departments.
- We provide oversight of our field personnel at no additional cost to the City to confirm that they are properly equipped and trained and that they have additional support when needed.
- We have a written safety program that protects both our staff and the City from careless errors that can lead to accidents.

# APPENDIX



**CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST  
EN 12-054

**ADDENDUM No. 1**

Oridian Construction Services, LLC, affirms that ADDENDUM No. 1 has  
(Name of Bidder/Designee)  
been received and that the information contained in ADDENDUM No. 1 has been incorporated  
in formulating the Bidder's Offer.

  
Signed \_\_\_\_\_, May 17 \_\_\_\_\_ 2012  
Date

KC Brandon  
Print Name

Senior Project Manager  
Title

Oridian Construction Services, LLC  
Company Name

7500 North Dreamy Draw Drive, Suite 200  
Address

Phoenix, AZ 85020  
City, State, Zip Code

END OF ADDENDUM No. 1

SECTION A

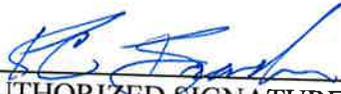
IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Oridian Construction Services, LLC  
VENDOR SUBMITTING SOQ

86-1013996  
FEDERAL TAX ID NUMBER

KC Brandon, Senior Project Manager  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

7500 N Dreamy Draw Drive, Suite 200  
ADDRESS

602-957-3936      602-957-1488  
TELEPHONE                      FAX #

Phoenix, AZ 85020  
CITY                      STATE                      ZIP

May 17, 2012  
DATE

WEB SITE: www.oridian-services.com

E-MAIL ADDRESS: kcbrandon@oridian-services.com

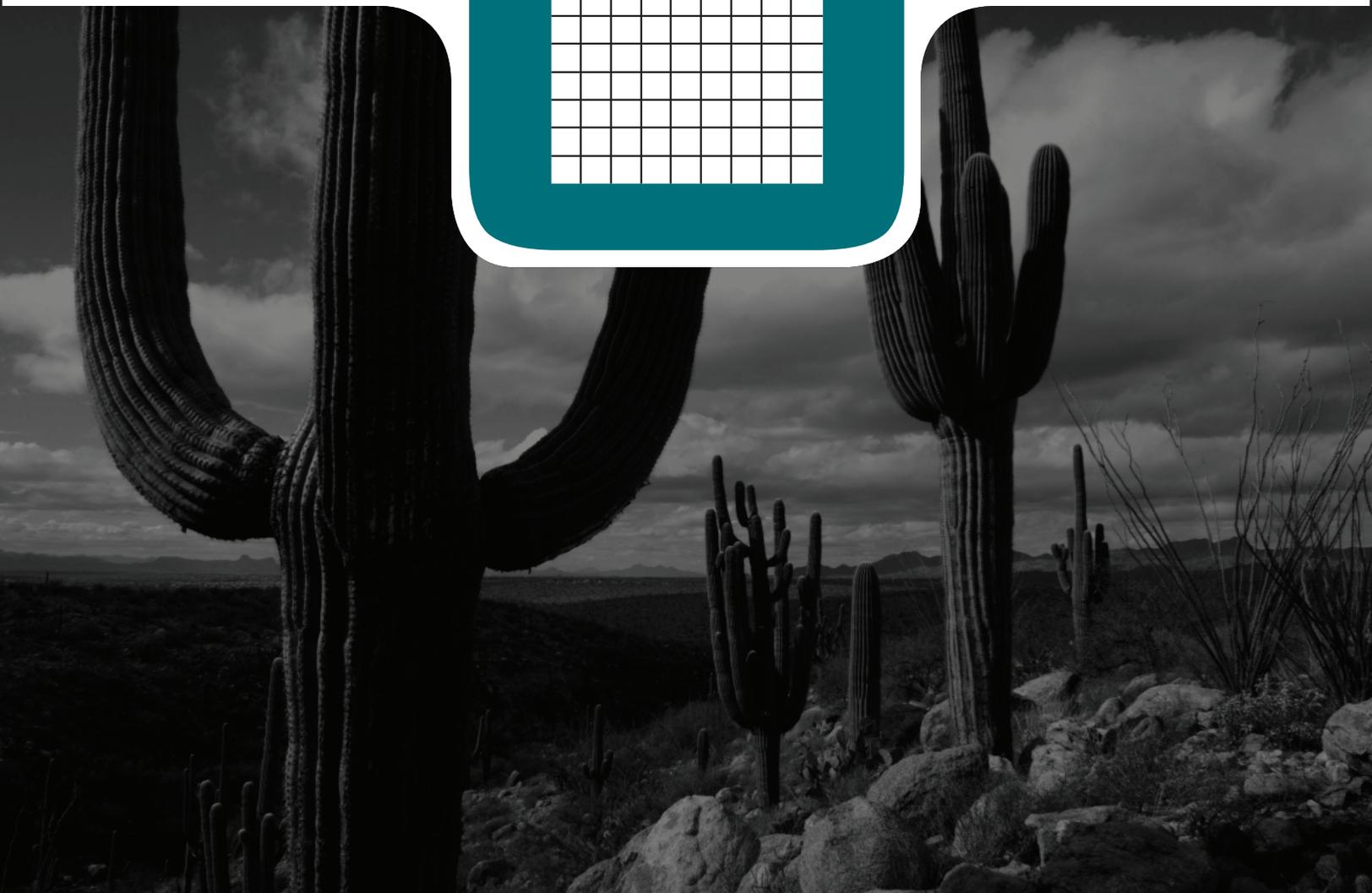
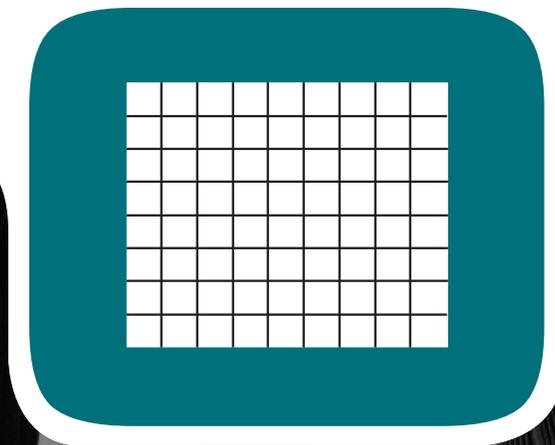
SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

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

# RESUMES



# Roy Stryker, CET



## **Contract Role**

Inspection Supervisor

## **Education**

Civil Engineering courses at Glendale Community College/Phoenix College

## **Registration**

NICET Certified - Level 3 (CET)  
Engineering Technician, Certification  
No. 079380

## **Qualifications**

Roy is a project manager for Oridian, and also functions as general supervisor of all construction inspectors for the company. He has over 25 years of experience related to survey, design and construction administration/inspection on multi-disciplined civil engineering projects throughout Arizona. Projects he has worked on include major arterials, local streets, airport facilities, structures, buildings, drainage, and water and sewer facilities. Roy has advanced through the ranks from inspector to project manager, acquiring impressive skills along the way.

## **Project Experience – Selected Examples**

### **On-Call Field Inspection**

- < **City of Phoenix Development Services Department for the City of Phoenix.** Roy supervised and trained Oridian inspectors assigned to Development Services to perform off-site permit inspections for more than 7 years. These inspections were primarily performed within sub-divisions, although a few monitored private construction or small commercial development. Our inspectors were responsible for site grading, to include Storm Water Management Plans, all underground utility installations and testing, all roadway grade prep, construction of concrete curb and sidewalk, compliance with A.D.A., asphalt paving, storm water collection and storage systems, landscaping, final inspections, and close-out packages that include test reports, as-builts and engineers letter of certification. Roy provided mentoring and field training for the Oridian inspectors, coverage during times of leave, and provided tools and materials as needed.
- < **Off-Site Permit Inspection for the Maricopa County Department of Transportation Engineering Division.** Roy performed as an off-site inspector of permitted work in various locations in Maricopa County, as well as managed a full time Oridian senior inspector performing similar inspections within his specified area of Maricopa County. The inspections included grading and paving; concrete curb, gutter and sidewalk, drainage structures, and box culverts; water, sewer and dry utility trenching, backfill and pavement replacement work; and traffic control implementation compliance. Roy performed these duties under Oridian's inspection contract with MCDOT.
- < **Off-Site Permit Inspections for the City of Avondale Engineering Department.** Roy is providing inspection for the City to assist and cover for their only Inspector on all off-site projects which include roadway re-construction and water/sewer line installations.
- < **Off-Site Permit and Capitol Improvement Inspections, Community Development Engineering Department, City of Goodyear.** Roy secured a two year on-call contract with the City of Goodyear for contract inspections and managed two full time senior inspectors who operated as members of the City of Goodyear's Engineering Department inspection staff. The Oridian inspectors provided inspection of subdivision construction, commercial construction sites and Capital Improvement projects.
- < **Sanitary Sewer Lift Station #56 for the City of Phoenix.** Roy was the lead inspector and Oridian's project manager for this project in the Awatukee area. The project consisted of completely renovating an existing lift station with new pump equipment, complete new electrical gear and emergency generator, security system, an odor control system, re-coating of the wet well and manholes, and site upgrades.
- < **Well 20 & Well 24, City of Avondale.** Development of these two sites started with construction of the sites masonry walls, followed by all underground piping, conduit runs, electrical gear and emergency generator, and installation of APS power. Well development included installation of the pump bowls, tube, shaft and column pipe, and electric motor. Well appurtenances included a sand separator and drain manhole, all above ground piping, meter, and valves. The site was equipped with lighting and a security system, paved entry and parking, and landscape.
- < **Maricopa County Community College District.** Over the past several years Roy has been involved with numerous projects for the community college district as an inspector, inspection supervisor and construction manager. The projects included public roadway widening and utilities, and on-site parking lots, at campuses in Scottsdale, Avondale, Glendale and Phoenix.

# KC Brandon



## **Contract Role**

Project Manager

## **Education**

B.S., Construction, 1984

Arizona State University

## **Certifications**

O.S.H.A. 30-Hour Certification

## **Qualifications**

KC offers over 25 years of extensive construction management experience in both public and private markets. His pre-construction responsibilities include facilitating coordination between design consultants, value engineering, constructability reviews and creating bid documents that provide clarity amongst bidders while producing competitive and complete project pricing. During construction, KC leads efforts to establish schedules that properly sequence construction while meeting completion deadlines. KC's previous work experience includes Vice President of Operations for Soil-Tech, Inc., Director of Land Development for Sunbelt Holdings, Construction Manager for Discovery Land, Director of Land Development for Sunchase Holdings, Project Manager for DMB, Construction Manager for Newhall Land, Project Manager for Newland Communities and Project Manager for Swengel-Robbins.

## *Project Experience – Selected Examples*

**North Economy Parking Lot, Phases 1 and 2 at Phoenix Mesa Gateway Airport.** KC was the Construction Manager for Oridian on this 2800 space parking lot. The project included complete surface and underground infrastructure as well as lighting, revenue control and communication elements, and extensive landscaping and hardscape features. His role included managing the contractor schedule, budget and quality control and coordinating with the City of Mesa and Salt River Project, in addition to the Airport itself.

**Runway Safety Area Extension at Phoenix Sky Harbor International Airport.** KC was the Construction Administrator for Oridian on this project which involved the moving of over 500,000 cubic yards of earth and placement of over 60,000 cubic yards of Cement Stabilized Alluvium to create major improvements of the runway bank protection in the Salt River in order to extend the safety area of the south runway. The work also included extensive drainage improvements involving construction of large storm drain piping and structures as well as electrical and communication distribution work. His role included tracking project documentation, management of project schedule and budget as well as coordination between the contractor, engineering team, airport personnel, quality assurance, quality control and environmental personnel.

**Arroyo Norte Unit 4.** KC was the Construction Manager for Oridian on this 100-lot residential subdivision located in Maricopa County north of Phoenix. 50,000 square feet of Reno Mattress was constructed adjacent to a major 404 wash as part of the drainage improvements for this project. Complete infrastructure also included sanitary sewer, potable water, dry utilities, concrete, paving, landscape and retaining walls. His role included on-going coordination with the client, design engineer and contractor as well as management of all construction contracts with respect to schedule, budget and quality control. APS, Century Link, COX, Southwest Gas, Arizona American Water (Epcor) Maricopa County Planning and Design Department and MCDOT were all associated with the project. Communication and coordination with these agencies were pivotal in order to deliver this finished project to the client on budget and on schedule.

# Elliott Gappinger, P.E.



## **Contract Role**

Principal

## **Education**

B.S. Industrial Design, 1971  
Arizona State University

## **Registration**

Arizona, Professional Engineer No.  
12869  
Arizona, Professional Land Surveyor  
No. 16824

## **Qualifications**

Elliott offers over 30 years of extensive experience in the design and construction of public works facilities, including geo-technical analysis, pavement design, materials engineering, and construction management. He is a registered civil engineer and land surveyor. Elliott's previous work experience includes Area Manager for Kiewit Western, General Manager for ATA Construction, Vice-President of Engineering and Risk Management for Tanner Construction, Area Construction Engineer for the Arizona Department of Transportation District 3, and Materials Field Engineer for the Arizona Department of Transportation.

## **Project Experience – Selected Examples**

- < **Pecos and Germann Roads Bridges and Improvements for the Town of Gilbert.** This \$12 million CM at Risk project included box culverts and bridges over the RWCD irrigation canal and the FCDMC East Maricopa Floodway at both locations, plus roadway widening, water and sewer line construction, and major drainage features. Elliott was the Project Manager during the design phase for the Town. His duties included management of the utility relocation coordination and right of way acquisition activities, constructability reviews, value engineering analysis, cost estimates and negotiation of the GMP. Elliott also led two public information meetings and several design coordination meetings during the project.
- < **East Paradise Lane Improvement District No. 9303 for the City of Peoria.** The Improvement District included one mile of street improvements including traffic signalization, landscaping, two bridges over Skunk Creek, 0.75 miles of 12-inch waterline with well design and a 1 MG reservoir, 0.5 miles of sanitary sewer line, 1,500 feet of storm drain and 1,800 feet of channel improvement. Full construction management services were provided and included pre-construction meeting, pay request review, change order requests, construction staking, construction inspection, final walk through, etc.
- < **Madison Street Water Main Relocation Project for the City of Phoenix.** Elliott was the construction manager for this project, which involved the relocation of a 42-inch water main in downtown Phoenix from 5<sup>th</sup> Avenue to 8<sup>th</sup> Avenue. The project was a cooperative effort between the City and Maricopa County. Elliott's role included leading construction progress meetings, providing general supervision of the inspection and quality assurance testing, and coordinating with the City, the County and the design engineer as well as the contractor.
- < **Val Vista Water Transmission Main Relocation for the City of Phoenix.** This project involved relocating 1,300 linear feet of 84-inch diameter prestressed concrete cylinder pipe and tying in both ends to the existing 72-inch water main. Elliott performed the role of lead inspector and project field engineer on a complex project that required coordination with the Cities of Phoenix, Tempe and Mesa, and with the private developer who owned the site to facilitate quick resolution of potential delay issues.
- < **North Economy Parking Lot, Phases 1 and 2 for Phoenix Mesa Gateway Airport.** Elliott was the principal and senior project manager for Oridian on this large parking lot project. The work included earthwork, asphalt and concrete paving, bus stop and entry/exit structures, lot lighting and signage, revenue control systems and security cameras.
- < **Taxilane Lima Phase 1: Mass Grading and Drainage for Phoenix Mesa Gateway Airport.** Elliott was the resident engineer for this fast-track project. The work included installation of over 4,900 linear feet of storm drain pipe with related manholes and junction structures, excavation of a large retention basin, and construction of the taxilane embankment.
- < **South Area Drainage Project for Phoenix Mesa Gateway Airport.** Elliott was the construction manager for the installation of over 7,200 linear feet of storm drain RGRCP ranging in size from 18 to 54 inches in diameter. The work also included nearly 6,000 SY of new PCCP on the airfield aprons and taxiways. Numerous underground unknowns were encountered and successfully dealt with under Elliott's supervision during the course of construction.

# Jerry Poling, CET



## **Contract Role**

Senior Construction Inspector

## **Certifications**

NICET Level 4 Highway Const.  
ACI, ATI

## **Qualifications**

Jerry has over 30 years experience as a construction inspector. His background includes 15 years as a senior inspector with the Arizona Department of Transportation. He also has extensive experience with field sampling and testing construction materials. The following is a summary of his background:

## **Representative Project Experience:**

- < **Drop 2 Reservoir for the Bureau of Reclamation.** Jerry performed inspection duties on this project, with special responsibility for earthwork and structures on the All American Canal and the new reservoir between Yuma, AZ and El Centro, CA. His role was part of the Quality Control Program Administration for the prime contractor, managed by Oridian.
- < **Taxilane Lima Phase 1 Grading and Drainage for the Phoenix Mesa Gateway Airport in Mesa, AZ.** Jerry was the senior inspector, with Oridian, for this project, which included installation of new storm drain and excavation of a large retention basin. His responsibilities included coordinating with airport staff.
- < **Alma School Road Reconstruction for the Salt River Maricopa Pima Indian Community.** Jerry was the senior inspector for all the grading and paving on this projects. His responsibilities included inspections, reviewing traffic control plans, and coordinating with Oridian staff, as well as calling for special testing when necessary.
- < **Guadalupe Bridge Underpass on I-10 for ADOT.** As an ADOT employee Jerry was the quality control technician for this bridge replacement project. As the chief inspector Jerry collected and delivered to the testing lab all materials samples as needed to monitor the quality control of the bridge construction. He assisted the ADOT project supervisor with review of monthly pay quantities, participated in weekly progress meetings and coordinated with the contractor and the State Highway Patrol for traffic control.
- < **Gila River Bridge on I-10 for ADOT.** Jerry was the chief construction inspector on this project, which included removing and replacing deck joints and placing an asphalt overlay on the bridge deck. Jerry was responsible for field sampling and testing, he inspected traffic control set-ups, attended weekly progress meetings, and assembled the final project punch list. Jerry supervised two other inspectors on this project.
- < **Loop 101 Freeway: Guadalupe Road to Warner Road for ADOT.** Jerry was an inspector for this large project which consisted of three major bridge structures, massive grading and drainage, and other items of work related to urban freeway construction. Jerry supervised three other inspectors on the project.
- < **I-10 and I-8 Asphalt Overlay for ADOT.** Jerry was the lead inspector for the overlay paving. His duties included collecting asphalt samples, running nuclear compaction tests, and monitoring traffic control. Jerry supervised two other inspectors on this project.
- < **Tonto National Park Bridge on SR 87 for ADOT.** Jerry was an inspector on this project near Payson, AZ. He ran compaction tests on soils and asphalt materials, and performed inspections on the bridge and roadway construction.

# Kelly Renyer, CET



## **Contract Role**

Senior Construction Inspector

## **Certifications**

NICET Level 2 Highway Const.  
NICET Level 4 Underground  
Utilities

## **Qualifications**

Kelly has over 30 years experience as a construction inspector. His background includes 25 years working for various public agencies in Arizona. The following is a summary of his background:

## **Representative Project Experience:**

- < **On-Call Inspections for Oridian Construction Services, 2010.** Kelly performed as senior inspector for Oridian on a new parking lot project at Estrella Mountain Community College and at Sanitary Sewer Lift Station #56 (City of Phoenix). Both were part-time on-call assignments that required a broad base of knowledge and the ability to work effectively without supervision.
- < **Inspection Supervisor, City of Peoria, 2003 to 2009.** Perform inspections of capital improvement projects and supervise the performance of other City inspection staff. Work directly with contractors to achieve work in compliance with City standards and project documents.
- < **Project Manager / Estimator, Eagle Mountain Construction (Flagstaff), 1997 to 2003.** Estimate large civil engineering projects such as subdivisions, golf courses, large water and sewer projects, and road construction projects. Manage projects from start to finish, handle all pay requests, design changes, change orders, schedules, crew assignments, and materials orders. Act as a liaison with city and county.
- < **Engineering Construction Supervisor, City of Flagstaff, 1981 to 1997.** Supervisor of Public Work and Utilities inspectors and material testing laboratory for the City of Flagstaff. In charge of as-built plans and ADEQ certification. Inspected major utilities and street projects. Liaison for the city to developers, contractors and engineers.
- < **Construction Inspector, City of Mesa, 1977 to 1981.** Inspector of major construction projects such as water and sewer mains, road construction, and municipal swimming pools.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ORIDIAN CONSTRUCTION SERVICES, LLC

[Work Orders and Fee Proposal]

See following pages.



October 17, 2013

Mr. Jim Badowich  
Construction Manager  
City of Avondale  
11465 W. Civic Center Drive  
#120  
Avondale, AZ 85323-6804

Re: Proposal for Inspection Services

Dear Mr. Badowich,

Oridian Construction Services greatly appreciates the opportunity to submit the following proposal for inspection services for the City of Avondale.

Oridian will provide qualified personnel who are trained and managed by our senior staff to ensure their performance meets Avondale's expectations. Oridian shall represent the City of Avondale by performing the following services:

- Participate as requested in project pre-construction conferences with the Contractor, City, Engineer, testing laboratories, and other project stakeholders.
- Assist the City with the processing of project Contractor submittals.
- Monitor contractor compliance with Construction Schedule, Manpower Schedule, Quality Control Program, and other permits specified in the contract documents.
- Measure and document pay quantities on a daily or as-needed basis, including Time and Materials tracking.
- Review Contractor's monthly pay applications of assigned projects with the Contractor for approval. Forward recommendations for pay applications to the City for payment.
- Monitor the Contractor's progress in relation to the approved project schedule. Notify the Contractor, Engineer and City of any deviations from the approved schedule which may cause a delay to the scheduled completion date. Request schedule recovery plans and revised schedules when needed, to show progress in conformance with contract requirements. Provide comments to schedule updates submitted by the Contractor.
- Review Contractor's red-line "as-built" drawings on a monthly basis. Current, up-to-date red-line drawings will be a condition of an approved progress payment each month.
- Attend weekly progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues.
- Coordinate the services of the QA testing lab as directed by the City.
- Monitor field testing, review materials test reports, and notify the Contractor and City of deficiencies in the work as indicated in the tests and reports. Document and report on Contractor's QC program.
- Prepare daily written reports of activities and observations.
- Enforce the contract documents regarding any special inspections, tests, and reports required to be provided by the Contractor.
- Interpret plans and specifications as necessary if discrepancies arise during construction. Elevate issues as necessary to appropriate City staff.
- Coordinate and schedule any other special inspections that may be required with the appropriate sub consultants and/or other City departments.



- Provide other inspection and administrative services as requested by the City of Avondale.
- Monitor the contractor’s compliance with the SWPPP and NPDES permit requirements for the project and prepare required monthly reports.
- Monitor contractor’s compliance with approved traffic control plans as evident during inspection visits. Report observed deficiencies to the contractor for correction, with copy to the City. (Jobsite safety and compliance with all ADOSH and OSHA requirements is the responsibility of the contractor.)
- Verify Contractor request for final payment, verify final quantities, and make recommendation to the City for final payment.
- Assist the City with final project walk-throughs with the Contractor, Engineer, and City when appropriate.
- Assist the City with project pre-final walk-throughs with the Contractor and Engineer and prepare a punch list for the Contractor’s use prior to the final project walk-through.
- Review Contractor red-line “as-built” drawings at the end of the project and provide comments to the City.

**Fee Summary**

Oridian will provide qualified staff for up to 40 hours per week in accordance with the rates listed below. The work week will consist of either five 8-hour shifts or four 10-hour shifts, whichever the City prefers. Rates for night shifts or weekend shifts will remain the same for up to 40 hours per week. Time worked over 40 hours per week will be paid at a rate of 1.5 times the standard rate per hour. The term of the personnel assignment under this proposal will be for one year with either party having the option to cancel the contract with a 30 day written notification. As you will notice, all of the rates for our personnel are discounted from our standard rates listed in our current on-call contract. We greatly appreciate the working relationship we’ve developed with the City of Avondale and look forward to continuing to work together.

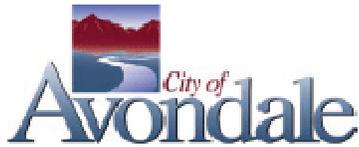
| <b>Personnel</b>   | <b>Rate</b> | <b>Est. Hours</b> | <b>Total</b>         |
|--|-------------|-------------------|----------------------|
| Principal  | \$ 140.00   | 0                 | \$ -                 |
| Project Manager  | \$ 130.00   | 0                 | \$ -                 |
| Resident Engineer  | \$ 105.00   | 0                 | \$ -                 |
| Sen. Inspector (Ann. Rate based on 75%-100% Utilization) | \$ 73.50    | 2000              | \$ 147,000.00        |
| Senior Inspector (Central Ave.)                          | \$ 73.50    | 1400              | \$ 102,900.00        |
| Admin. Assistant   | \$ 48.00    | 0                 | \$ -                 |
| Structural Inspector (sub)                               | \$ 125.00   | 0                 | \$ -                 |
| Electrical Inspector (sub)                               | \$ 125.00   | 0                 | \$ -                 |
| QA Testing Technician (sub)                              | \$ 65.00    | 0                 | \$ -                 |
| Allowance-Overtime, subconsultants                       | 1           | L.S.              | \$ 40,000.00         |
| <b>Total</b>   |             |                   | <b>\$ 289,900.00</b> |

Thank you very much for your consideration of this proposal.

**Oridian Construction Services, LLC**



**KC Brandon**  
**President**



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - Blucor Contracting Inc. - Central Avenue Sewer and Water Mains

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

**FROM:** Wayne Janis P.E., Water Resources Director (623) 333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Blucor Contracting Inc. for construction of the Central Avenue Water & Sewer Mains in the amount of \$2,839,843.76 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City is working with ADOT to reconstruct Central Avenue from Western Avenue to Van Buren Street. As the pavement is going to be reconstructed, the City wants to upgrade or repair the existing water and sewer facilities in Central Avenue and adjacent streets in anticipation of new pavement construction. It was discovered that the existing sewerline in Central Avenue was in need of repair, was very shallow in portions of Central Avenue, and did not have capacity to allow development of the undeveloped land south of Van Buren. A new upsized sewerline was designed to provide the needed capacity. This line will run from the south end of 4th Avenue south of Western, to Central Avenue south of Van Buren Street. This sewer will allow removal of the Lawrence lift station, which is an added bonus. A new 8" waterline will also be constructed in Central Avenue to provide better fire protection. A new waterline will also be constructed in Western Avenue, 3rd Avenue, and 4th Avenue to provide better water supply and fire flows to the school and facilities south of Western.

**DISCUSSION:**

The scope of this project will include construction of approximately 9,500 feet of 6" & 8" water line and approximately 5,700 feet of 8" to 12" sewerline. See attached vicinity map.

Invitation-for-Bid notices were published in the West Valley View on December 10, 2013 and December 17, 2013 and in the Arizona Business Gazette on December 12, 2013. A mandatory pre-bid meeting was held on December 19, 2013. Ten (10) bids were received and opened on February 10, 2014. Each bid package was reviewed. One bid was disqualified. The bids ranged from approximately \$2,840,000 to \$3,500,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

|                        |                |
|------------------------|----------------|
| Blucor Contracting Inc | \$2,839,843.76 |
| SDB Contracting        | \$2,881,043.00 |
| Pierson Construction   | \$2,998,393.09 |
| Standard Construction  | \$3,150,700.00 |

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Blucor Contracting Inc. with a bid of \$2,839,843.76 was determined to have submitted the lowest

responsive bid. Staff contacted references provided and Blucor Contracting Inc. did receive positive recommendations. Blucor Contracting Inc. has completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Blucor Contracting Inc. is competent and qualified for this project. A tentative construction schedule is as follows:

|                       |         |
|-----------------------|---------|
| City Council Approval | 2/18/14 |
| Notice of Award       | 2/19/14 |
| Notice to Proceed     | 3/17/14 |
| Completion            | 12/2014 |

**BUDGETARY IMPACT:**

Funds have been budgeted in Line Item 514-1282-00-8520, Central Avenue Waterline, for the water component of the Central Avenue improvements. Funds have also been budgeted in Line Item 513-1282-00-8520 Central Avenue Sewer, for the sewer component. A transfer of \$54,967 is being requested from Line Item 514-1057-00-8520, Citywide Water Improvements and \$38,223 from Line Item 513-1047-00-8610, Citywide Sewer Improvements to fully fund this project. The budget transfers will not affect other ongoing projects.

**RECOMMENDATION:**

Staff recommends that the City Council award a construction contract to Blucor Contracting Inc. for construction of the Central Avenue Water & Sewer Mains in the amount of \$2,839,843.76, authorize the necessary transfers and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

- [Vicinity map](#)
- [Bid Tabulation Sheet](#)



Central Ave (Van Buren St to Western Ave) Proposed Water & Sewer Exhibit



CITY OF AVONDALE  
 BID TABULATION SHEET  
 PW 14-006 Central Avenue and Western Avenue Water Sewer Improvements  
 BID DATE: February 10, 2014

| Item No.  | Description of Materials and/or Services                             | Qty | Unit  | Blucor Contracting |              | SDB Contracting |              | Pierson Construction |              | Standard Construction |              | Achen Gardner Constr |              |
|-----------|--|-----|-------|--------------------|--------------|-----------------|--------------|----------------------|--------------|-----------------------|--------------|----------------------|--------------|
|           |  |     |       | Unit Price         | Total Price  | Unit Price      | Total Price  | Unit Price           | Total Price  | Unit Price            | Total Price  | Unit Price           | Total Price  |
| 105.30010 | As-built Documentation   | LS  | 1     | \$710.00           | \$710.00     | \$4,800.00      | \$4,800.00   | \$1,173.00           | \$1,173.00   | \$4,000.00            | \$4,000.00   | \$2,400.00           | \$2,400.00   |
| 105.80010 | Construction Staking, Survey and Layout                              | LS  | 1     | \$19,880.00        | \$19,880.00  | \$10,000.00     | \$10,000.00  | \$19,228.00          | \$19,228.00  | \$12,000.00           | \$12,000.00  | \$20,000.00          | \$20,000.00  |
| 107.02000 | AZPDES (NPDES) SWPPP   | LS  | 1     | \$25,683.54        | \$25,683.54  | \$17,000.00     | \$17,000.00  | \$15,459.00          | \$15,459.00  | \$7,000.00            | \$7,000.00   | \$25,000.00          | \$25,000.00  |
| 109.10010 | Mobilization/Demobilization  | LS  | 1     | \$12,500.00        | \$12,500.00  | \$84,000.00     | \$84,000.00  | \$271,000.00         | \$271,000.00 | \$27,315.00           | \$27,315.00  | \$40,000.00          | \$40,000.00  |
| 336.01401 | AC Pavement Section 1, MAG Std Det 200-1, Type A, ABC Backfill       | SY  | 2281  | \$35.00            | \$79,835.00  | \$26.00         | \$59,306.00  | \$33.00              | \$75,273.00  | \$36.00               | \$82,116.00  | \$44.00              | \$100,364.00 |
| 336.01402 | AC Pavement Section 1, MAG Std Det 200-1, Type T-Top, CLSM Backfill  | SY  | 578   | \$35.00            | \$20,230.00  | \$38.00         | \$21,964.00  | \$45.00              | \$26,010.00  | \$38.00               | \$21,964.00  | \$42.00              | \$24,276.00  |
| 336.01403 | AC Pavement Section 2, MAG Std Det 200-1, Type B, ABC Backfill       | SY  | 1736  | \$24.00            | \$41,664.00  | \$14.00         | \$24,304.00  | \$26.00              | \$45,136.00  | \$27.00               | \$46,872.00  | \$37.00              | \$64,232.00  |
| 336.01404 | AC Pavement Section 2, MAG Std Det 200-1, Type T-Top, CLSM Backfill  | SY  | 2285  | \$24.00            | \$54,840.00  | \$18.00         | \$41,130.00  | \$25.00              | \$57,125.00  | \$31.00               | \$70,835.00  | \$27.00              | \$61,695.00  |
| 345.01100 | Adjust Sewer Manhole Frame and Cover to Grade                        | EA  | 23    | \$408.21           | \$9,388.83   | \$310.00        | \$7,130.00   | \$352.00             | \$8,096.00   | \$400.00              | \$9,200.00   | \$360.00             | \$8,280.00   |
| 345.01410 | Adjust Water Valve Box and Cover to Grade                            | EA  | 20    | \$369.68           | \$7,393.60   | \$300.00        | \$6,000.00   | \$322.00             | \$6,440.00   | \$350.00              | \$7,000.00   | \$325.00             | \$6,500.00   |
| 350.01101 | Removal of Existing Storm Drain Pipe & Catch Basins                  | LS  | 1     | \$1,527.07         | \$1,527.07   | \$6,500.00      | \$6,500.00   | \$5,561.00           | \$5,561.00   | \$2,600.00            | \$2,600.00   | \$600.00             | \$600.00     |
| 350.01310 | Removal of Existing Asphalt Concrete Pavement                        | SY  | 6,998 | \$5.48             | \$38,349.04  | \$7.00          | \$48,986.00  | \$3.60               | \$25,192.80  | \$11.00               | \$76,978.00  | \$9.00               | \$62,982.00  |
| 350.01801 | Remove & Replace Curb & Gutter, MAG Std Det 220, Type A              | LF  | 295   | \$22.85            | \$6,740.75   | \$15.00         | \$4,425.00   | \$29.00              | \$8,555.00   | \$22.00               | \$6,490.00   | \$37.00              | \$10,915.00  |
| 350.01802 | Remove & Replace Curb & Gutter, MAG Std Det 220, Type C              | LF  | 35    | \$33.53            | \$1,173.55   | \$19.00         | \$665.00     | \$29.00              | \$1,015.00   | \$22.00               | \$770.00     | \$45.00              | \$1,575.00   |
| 350.01803 | Remove & Replace Curb & Gutter, ADOT Std Det C-05.10, Type G         | LF  | 85    | \$32.24            | \$2,740.40   | \$26.00         | \$2,210.00   | \$28.00              | \$2,380.00   | \$22.00               | \$1,870.00   | \$30.00              | \$2,550.00   |
| 350.01810 | Remove & Replace Valley Gutter and Apron                             | SF  | 208   | \$13.68            | \$2,845.44   | \$9.00          | \$1,872.00   | \$17.00              | \$3,536.00   | \$8.00                | \$1,664.00   | \$30.00              | \$6,240.00   |
| 350.01900 | Remove & Replace Sidewalk, Ramp, Driveway and Slab                   | SF  | 550   | \$10.15            | \$5,582.50   | \$8.00          | \$4,400.00   | \$13.00              | \$7,150.00   | \$10.00               | \$5,500.00   | \$18.00              | \$9,900.00   |
| 350.01901 | Remove & Replace Sidewalk w/2" Compacted Asphalt Cement              | SF  | 840   | \$4.51             | \$3,788.40   | \$5.00          | \$4,200.00   | \$5.00               | \$4,200.00   | \$4.00                | \$3,360.00   | \$8.00               | \$6,720.00   |
| 350.01920 | Remove & Replace Private Concrete Driveway                           | SF  | 345   | \$8.85             | \$3,053.25   | \$11.00         | \$3,795.00   | \$13.00              | \$4,485.00   | \$8.00                | \$2,760.00   | \$18.00              | \$6,210.00   |
| 350.02000 | Remove Existing Water Main   | LF  | 320   | \$3.20             | \$1,024.00   | \$7.00          | \$2,240.00   | \$9.00               | \$2,880.00   | \$9.00                | \$2,880.00   | \$20.00              | \$6,400.00   |
| 350.12001 | Remove Existing Valve Box and Cover                                  | EA  | 18    | \$68.16            | \$1,226.88   | \$283.00        | \$5,094.00   | \$138.00             | \$2,484.00   | \$300.00              | \$5,400.00   | \$360.00             | \$6,480.00   |
| 350.12002 | Remove Fire Hydrant  | EA  | 11    | \$379.37           | \$4,173.07   | \$396.00        | \$4,356.00   | \$450.00             | \$4,950.00   | \$560.00              | \$6,160.00   | \$700.00             | \$7,700.00   |
| 350.12003 | Remove Manhole   | EA  | 2     | \$1,471.40         | \$2,942.80   | \$718.00        | \$1,436.00   | \$974.00             | \$1,948.00   | \$3,300.00            | \$6,600.00   | \$1,000.00           | \$2,000.00   |
| 350.12004 | Remove Manhole Top   | EA  | 21    | \$628.68           | \$13,202.28  | \$365.00        | \$7,665.00   | \$253.00             | \$5,313.00   | \$900.00              | \$18,900.00  | \$800.00             | \$16,800.00  |
| 350.12005 | Remove Lift Station  | LS  | 1     | \$3,203.52         | \$3,203.52   | \$3,800.00      | \$3,800.00   | \$3,065.00           | \$3,065.00   | \$10,000.00           | \$10,000.00  | \$20,000.00          | \$20,000.00  |
| 350.12006 | Remove Check Valves and Vault  | EA  | 2     | \$1,822.43         | \$3,644.86   | \$850.00        | \$1,700.00   | \$1,427.00           | \$2,854.00   | \$1,000.00            | \$2,000.00   | \$1,300.00           | \$2,600.00   |
| 401.01000 | Traffic Control  | LS  | 1     | \$73,414.00        | \$73,414.00  | \$55,200.00     | \$55,200.00  | \$69,761.00          | \$69,761.00  | \$81,127.00           | \$81,127.00  | \$124,228.00         | \$124,228.00 |
| 405.00020 | Survey Monument, MAG Detail 120-1, Type B                            | EA  | 2     | \$185.64           | \$371.28     | \$142.00        | \$284.00     | \$176.00             | \$352.00     | \$400.00              | \$800.00     | \$170.00             | \$340.00     |
| 430.00001 | Restore Landscaping and Irrigation                                   | LS  | 1     | \$480.00           | \$480.00     | \$12,000.00     | \$12,000.00  | \$10,660.00          | \$10,660.00  | \$1,800.00            | \$1,800.00   | \$13,000.00          | \$13,000.00  |
| 610.03204 | 4" Ductile Iron Pipe, Class 350, w/ Restrained Joints, CLSM Backfill | LF  | 125   | \$75.02            | \$9,377.50   | \$110.00        | \$13,750.00  | \$93.00              | \$11,625.00  | \$80.00               | \$10,000.00  | \$121.00             | \$15,125.00  |
| 610.03206 | 6" Ductile Iron Pipe, Class 350, w/ Restrained Joints, CLSM Backfill | LF  | 869   | \$99.05            | \$86,074.45  | \$78.00         | \$67,782.00  | \$93.00              | \$80,817.00  | \$89.00               | \$77,341.00  | \$88.00              | \$76,472.00  |
| 610.03208 | 8" Ductile Iron Pipe, Class 350, w/ Restrained Joints, CLSM Backfill | LF  | 2,212 | \$86.50            | \$191,338.00 | \$80.00         | \$176,960.00 | \$100.00             | \$221,200.00 | \$83.00               | \$183,596.00 | \$83.00              | \$183,596.00 |
| 610.03308 | 8" Ductile Iron Pipe, Class 350, w/ Restrained Joints, ABC Backfill  | LF  | 5,576 | \$72.95            | \$406,769.20 | \$59.00         | \$328,984.00 | \$65.00              | \$362,440.00 | \$72.00               | \$401,472.00 | \$72.00              | \$401,472.00 |
| 610.12000 | Curb Stop with Flushing Pipe   | EA  | 4     | \$1,034.24         | \$4,136.96   | \$770.00        | \$3,080.00   | \$600.00             | \$2,400.00   | \$1,000.00            | \$4,000.00   | \$850.00             | \$3,400.00   |
| 610.13308 | 8" Ductile Iron Pipe, Class 350, ABC Backfill                        | LF  | 826   | \$76.94            | \$63,552.44  | \$53.00         | \$43,778.00  | \$56.00              | \$46,256.00  | \$42.00               | \$34,692.00  | \$65.00              | \$53,690.00  |



CITY OF AVONDALE  
 BID TABULATION SHEET  
 PW 14-006 Central Avenue and Western Avenue Water Sewer Improvements  
 BID DATE: February 10, 2014

| Item No.  | Description of Materials and/or Services                       | Qty | Unit  | Blucor Contracting |              | SDB Contracting |              | Pierson Construction |              | Standard Construction |              | Achen Gardner Constr |              |
|-----------|--|-----|-------|--------------------|--------------|-----------------|--------------|----------------------|--------------|-----------------------|--------------|----------------------|--------------|
|           |  |     |       | Unit Price         | Total Price  | Unit Price      | Total Price  | Unit Price           | Total Price  | Unit Price            | Total Price  | Unit Price           | Total Price  |
| 610.60000 | Fire Hydrant Assembly  | EA  | 12    | \$7,619.63         | \$91,435.56  | \$6,400.00      | \$76,800.00  | \$5,000.00           | \$60,000.00  | \$6,600.00            | \$79,200.00  | \$6,200.00           | \$74,400.00  |
| 610.82008 | 1" Water Service, COA Std Det A1300                            | LF  | 978   | \$49.73            | \$48,635.94  | \$45.00         | \$44,010.00  | \$44.00              | \$43,032.00  | \$32.00               | \$31,296.00  | \$37.00              | \$36,186.00  |
| 610.84008 | 2" Water Service, COA Std Det A1300                            | LF  | 321   | \$82.64            | \$26,527.44  | \$60.00         | \$19,260.00  | \$67.00              | \$21,507.00  | \$52.00               | \$16,692.00  | \$50.00              | \$16,050.00  |
| 615.25206 | 6" PVC Sewer Pipe, SDR 26, CLSM Backfill                       | LF  | 46    | \$128.62           | \$5,916.52   | \$195.00        | \$8,970.00   | \$65.00              | \$2,990.00   | \$74.00               | \$3,404.00   | \$169.00             | \$7,774.00   |
| 615.25208 | 8" PVC Sewer Pipe, SDR 26, CLSM Backfill                       | LF  | 122   | \$114.34           | \$13,949.48  | \$170.00        | \$20,740.00  | \$110.00             | \$13,420.00  | \$98.00               | \$11,956.00  | \$200.00             | \$24,400.00  |
| 615.25210 | 10" PVC Sewer Pipe, SDR 26, CLSM Backfill                      | LF  | 610   | \$118.72           | \$72,419.20  | \$155.00        | \$94,550.00  | \$125.00             | \$76,250.00  | \$122.00              | \$74,420.00  | \$139.00             | \$84,790.00  |
| 615.25212 | 12" PVC Sewer Pipe, SDR 26, CLSM Backfill                      | LF  | 659   | \$132.60           | \$87,383.40  | \$166.00        | \$109,394.00 | \$163.00             | \$107,417.00 | \$175.00              | \$115,325.00 | \$150.00             | \$98,850.00  |
| 615.25308 | 8" PVC Sewer Pipe, SDR 26, ABC Backfill                        | LF  | 534   | \$83.34            | \$44,503.56  | \$103.00        | \$55,002.00  | \$63.00              | \$33,642.00  | \$88.00               | \$46,992.00  | \$75.00              | \$40,050.00  |
| 615.25310 | 10" PVC Sewer Pipe, SDR 26, ABC Backfill                       | LF  | 1,660 | \$91.05            | \$151,143.00 | \$118.00        | \$195,880.00 | \$70.00              | \$116,200.00 | \$88.00               | \$146,080.00 | \$84.00              | \$139,440.00 |
| 615.25312 | 12" PVC Sewer Pipe, SDR 26, ABC Backfill                       | LF  | 3,804 | \$94.40            | \$359,097.60 | \$117.00        | \$445,068.00 | \$85.00              | \$323,340.00 | \$103.00              | \$391,812.00 | \$88.00              | \$334,752.00 |
| 615.60400 | 4" Sewer Service   | LF  | 20    | \$52.51            | \$1,050.20   | \$113.00        | \$2,260.00   | \$48.00              | \$960.00     | \$58.00               | \$1,160.00   | \$147.00             | \$2,940.00   |
| 615.60401 | 4" Sewer Service, COA Std Det A1404                            | LF  | 310   | \$62.65            | \$19,421.50  | \$115.00        | \$35,650.00  | \$91.00              | \$28,210.00  | \$80.00               | \$24,800.00  | \$148.00             | \$45,880.00  |
| 615.60600 | 6" Sewer Service   | LF  | 100   | \$56.87            | \$5,687.00   | \$132.00        | \$13,200.00  | \$61.00              | \$6,100.00   | \$80.70               | \$8,070.00   | \$130.00             | \$13,000.00  |
| 615.60601 | 6" Sewer Service, COA Std Det A1404                            | LF  | 135   | \$85.32            | \$11,518.20  | \$102.00        | \$13,770.00  | \$96.00              | \$12,960.00  | \$89.60               | \$12,096.00  | \$123.00             | \$16,605.00  |
| 615.70800 | Concrete Pipe Plug   | EA  | 113   | \$79.02            | \$8,929.26   | \$230.00        | \$25,990.00  | \$114.83             | \$12,975.79  | \$105.00              | \$11,865.00  | \$108.00             | \$12,204.00  |
| 615.73204 | 4" DIP Sewer, Protecto 401 Lined, CLSM Backfill                | LF  | 100   | \$135.55           | \$13,555.00  | \$80.00         | \$8,000.00   | \$100.00             | \$10,000.00  | \$134.00              | \$13,400.00  | \$164.00             | \$16,400.00  |
| 615.73206 | 6" DIP Sewer, Protecto 401 Lined, CLSM Backfill                | LF  | 80    | \$117.23           | \$9,378.40   | \$72.00         | \$5,760.00   | \$99.00              | \$7,920.00   | \$137.00              | \$10,960.00  | \$170.00             | \$13,600.00  |
| 615.73208 | 8" DIP Sewer, Protecto 401 Lined, CLSM Backfill                | LF  | 165   | \$186.11           | \$30,708.15  | \$87.00         | \$14,355.00  | \$101.00             | \$16,665.00  | \$190.00              | \$31,350.00  | \$181.00             | \$29,865.00  |
| 615.73212 | 12" DIP Sewer, Protecto 401 Lined, CLSM Backfill               | LF  | 136   | \$185.04           | \$25,165.44  | \$108.00        | \$14,688.00  | \$199.00             | \$27,064.00  | \$200.00              | \$27,200.00  | \$172.00             | \$23,392.00  |
| 618.13236 | 36-inch RGRCP  | LF  | 36    | \$203.80           | \$7,336.80   | \$315.00        | \$11,340.00  | \$275.00             | \$9,900.00   | \$400.00              | \$14,400.00  | \$420.00             | \$15,120.00  |
| 625.00030 | Force Main Discharge Manhole, COA Std Det A1403                | EA  | 1     | \$4,992.52         | \$4,992.52   | \$7,300.00      | \$7,300.00   | \$8,314.00           | \$8,314.00   | \$17,000.00           | \$17,000.00  | \$14,500.00          | \$14,500.00  |
| 625.05401 | Std Sewer MH, Type Z   | EA  | 14    | \$5,436.43         | \$76,110.02  | \$4,800.00      | \$67,200.00  | \$4,942.00           | \$69,188.00  | \$6,300.00            | \$88,200.00  | \$10,200.00          | \$142,800.00 |
| 625.05402 | Drop Sewer Manhole, Type Y                                     | EA  | 5     | \$5,452.87         | \$27,264.35  | \$5,200.00      | \$26,000.00  | \$6,935.00           | \$34,675.00  | \$6,600.00            | \$33,000.00  | \$10,500.00          | \$52,500.00  |
| 625.05403 | Sewer MH, Over Exst Sewer, Type X                              | EA  | 8     | \$4,561.30         | \$36,490.40  | \$4,400.00      | \$35,200.00  | \$5,176.00           | \$41,408.00  | \$12,000.00           | \$96,000.00  | \$9,500.00           | \$76,000.00  |
| 625.05404 | 4th Ave, Sewer MH  | EA  | 1     | \$6,408.55         | \$6,408.55   | \$4,500.00      | \$4,500.00   | \$6,770.00           | \$6,770.00   | \$7,000.00            | \$7,000.00   | \$11,200.00          | \$11,200.00  |
| 625.05405 | Drop Sewer MH, Over Exst Sewer, Type W                         | EA  | 3     | \$5,317.39         | \$15,952.17  | \$5,100.00      | \$15,300.00  | \$7,175.00           | \$21,525.00  | \$12,000.00           | \$36,000.00  | \$10,200.00          | \$30,600.00  |
| 625.05406 | Drop Sewer MH, Over Exst Sewer, Type V                         | EA  | 4     | \$5,145.49         | \$20,581.96  | \$5,000.00      | \$20,000.00  | \$7,177.00           | \$28,708.00  | \$14,000.00           | \$56,000.00  | \$10,300.00          | \$41,200.00  |
| 625.05407 | Sewer MH, Remove MH, Connect Exst Sewer, Type U                | EA  | 2     | \$5,681.60         | \$11,363.20  | \$5,300.00      | \$10,600.00  | \$6,247.00           | \$12,494.00  | \$15,000.00           | \$30,000.00  | \$10,500.00          | \$21,000.00  |
| 625.05408 | Drop Sewer MH, Remove MH, Connect to Exst Sewer, Type T        | EA  | 8     | \$6,312.22         | \$50,497.76  | \$5,200.00      | \$41,600.00  | \$9,800.00           | \$78,400.00  | \$15,000.00           | \$120,000.00 | \$6,900.00           | \$55,200.00  |
| 625.05409 | Structural Reinforcement Base                                  | EA  | 5     | \$218.52           | \$1,092.60   | \$1,430.00      | \$7,150.00   | \$1,172.00           | \$5,860.00   | \$3,000.00            | \$15,000.00  | \$200.00             | \$1,000.00   |
| 625.05410 | Storm Drain Conflict Manhole                                   | EA  | 1     | \$6,099.70         | \$6,099.70   | \$21,000.00     | \$21,000.00  | \$15,778.00          | \$15,778.00  | \$12,000.00           | \$12,000.00  | \$12,500.00          | \$12,500.00  |
| 625.15400 | Storm Manhole (4' dia) w/ Base, Frame and Cover, MAG 520 (MOD) | EA  | 2     | \$3,642.05         | \$7,284.10   | \$3,600.00      | \$7,200.00   | \$5,825.00           | \$11,650.00  | \$6,000.00            | \$12,000.00  | \$7,100.00           | \$14,200.00  |
| 630.00004 | 4" Gate Valve, Box and Cover                                   | EA  | 5     | \$1,146.51         | \$5,732.55   | \$1,020.00      | \$5,100.00   | \$776.00             | \$3,880.00   | \$800.00              | \$4,000.00   | \$650.00             | \$3,250.00   |
| 630.00006 | 6" Gate Valve, Box and Cover                                   | EA  | 22    | \$1,356.34         | \$29,839.48  | \$1,300.00      | \$28,600.00  | \$927.00             | \$20,394.00  | \$900.00              | \$19,800.00  | \$800.00             | \$17,600.00  |
| 630.00008 | 8" Gate Valve, Box and Cover                                   | EA  | 53    | \$1,795.59         | \$95,166.27  | \$1,565.00      | \$82,945.00  | \$1,194.00           | \$63,282.00  | \$1,300.00            | \$68,900.00  | \$1,100.00           | \$58,300.00  |
| 631.42200 | #2 Water Meter Box   | EA  | 31    | \$84.21            | \$2,610.51   | \$175.00        | \$5,425.00   | \$130.00             | \$4,030.00   | \$360.00              | \$11,160.00  | \$400.00             | \$12,400.00  |
| 631.42400 | #4 Water Meter Box   | EA  | 8     | \$112.27           | \$898.16     | \$300.00        | \$2,400.00   | \$282.00             | \$2,256.00   | \$575.00              | \$4,600.00   | \$450.00             | \$3,600.00   |
| 650.22000 | Water Main Connection To Existing System                       | EA  | 31    | \$1,468.14         | \$45,512.34  | \$1,040.00      | \$32,240.00  | \$1,845.00           | \$57,195.00  | \$1,400.00            | \$43,400.00  | \$1,300.00           | \$40,300.00  |



CITY OF AVONDALE  
 BID TABULATION SHEET  
 PW 14-006 Central Avenue and Western Avenue Water Sewer Improvements  
 BID DATE: February 10, 2014

| Item No.  | Description of Materials and/or Services          | Qty   | Unit      | Blucor Contracting |                | SDB Contracting |                | Pierson Construction |                | Standard Construction |                | Achen Gardner Constr |                |
|-----------|---|-------|-----------|--------------------|----------------|-----------------|----------------|----------------------|----------------|-----------------------|----------------|----------------------|----------------|
|           |   |       |           | Unit Price         | Total Price    | Unit Price      | Total Price    | Unit Price           | Total Price    | Unit Price            | Total Price    | Unit Price           | Total Price    |
| 650.22001 | Station 110+82, Water Main Connection             | EA    | 1         | \$874.86           | \$874.86       | \$2,400.00      | \$2,400.00     | \$3,224.00           | \$3,224.00     | \$2,500.00            | \$2,500.00     | \$1,900.00           | \$1,900.00     |
| 650.22002 | Station 325+66, Water Meter & Backflow Relocation | EA    | 1         | \$874.86           | \$874.86       | \$2,000.00      | \$2,000.00     | \$699.00             | \$699.00       | \$3,300.00            | \$3,300.00     | \$1,300.00           | \$1,300.00     |
| 650.22003 | Station 67+33, Water Main Connection              | EA    | 1         | \$874.86           | \$874.86       | \$2,100.00      | \$2,100.00     | \$1,900.00           | \$1,900.00     | \$3,000.00            | \$3,000.00     | \$1,400.00           | \$1,400.00     |
| 650.22004 | Station 72+63, Water Main Connection at Van Buren | EA    | 1         | \$829.42           | \$829.42       | \$3,400.00      | \$3,400.00     | \$4,352.00           | \$4,352.00     | \$2,000.00            | \$2,000.00     | \$2,000.00           | \$2,000.00     |
| 650.24000 | Station 21+50, Water Meter Connection             | EA    | 1         | \$874.86           | \$874.86       | \$900.00        | \$900.00       | \$838.50             | \$838.50       | \$1,300.00            | \$1,300.00     | \$650.00             | \$650.00       |
|           | Subtotal  |       |           |                    |                |                 |                |                      |                |                       |                |                      |                |
| 107.15000 | Community Relations (Allowance)                   | Allow | Allowance | \$20,000.00        | \$20,000.00    | \$20,000.00     | \$20,000.00    | \$20,000.00          | \$20,000.00    | \$20,000.00           | \$20,000.00    | \$20,000.00          | \$20,000.00    |
| 109.50010 | Miscellaneous Reimbursable (Allowance)            | Allow | Allowance | \$125,000.00       | \$125,000.00   | \$125,000.00    | \$125,000.00   | \$125,000.00         | \$125,000.00   | \$125,000.00          | \$125,000.00   | \$125,000.00         | \$125,000.00   |
| 401.01100 | Uniformed Off-Duty Officer                        | Allow | Allowance | \$10,000.00        | \$10,000.00    | \$10,000.00     | \$10,000.00    | \$10,000.00          | \$10,000.00    | \$10,000.00           | \$10,000.00    | \$10,000.00          | \$10,000.00    |
|           | TOTAL SUBMITTED BY BIDDER                         |       |           |                    | \$2,839,843.76 |                 | \$2,881,043.00 |                      | \$2,998,393.09 |                       | \$3,150,700.00 |                      | \$3,209,840.00 |
|           | Required attachments included?                    |       |           | Yes                |                | Yes             |                | Yes                  |                | Yes                   |                | Yes                  |                |
|           | Calculation or extension error                    |       |           |                    |                |                 |                |                      |                |                       |                |                      |                |



CITY OF AVONDALE  
 BID TABULATION SHEET  
 PW 14-006 Central Avenue and Western Avenue Water Sewer Improvements  
 BID DATE: February 10, 2014

| Item No.  | Description of Materials and/or Services                             | Qty | Unit  | Redpoint Pipline |              | Team Fischel |              | JJ Sprague   |              | Talis Construction |              | T&T Construction |  |
|-----------|--|-----|-------|------------------|--------------|--------------|--------------|--------------|--------------|--------------------|--------------|------------------|--|
|           |  |     |       | Unit Price       | Total Price  | Unit Price   | Total Price  | Unit Price   | Total Price  | Unit Price         | Total Price  |                  |  |
| 105.30010 | As-built Documentation   | LS  | 1     | \$1,000.00       | \$1,000.00   | \$6,679.00   | \$6,679.00   | \$60,000.00  | \$60,000.00  | \$1,715.12         | \$1,715.12   |                  |  |
| 105.80010 | Construction Staking, Survey and Layout                              | LS  | 1     | \$15,000.00      | \$15,000.00  | \$20,635.55  | \$20,635.55  | \$60,000.00  | \$60,000.00  | \$11,861.00        | \$11,861.00  |                  |  |
| 107.02000 | AZPDES (NPDES) SWPPP   | LS  | 1     | \$10,000.00      | \$10,000.00  | \$19,672.31  | \$19,672.31  | \$30,000.00  | \$30,000.00  | \$16,222.50        | \$16,222.50  |                  |  |
| 109.10010 | Mobilization/Demobilization  | LS  | 1     | \$100,000.00     | \$100,000.00 | \$30,175.34  | \$30,175.34  | \$261,817.14 | \$261,817.14 | \$30,660.00        | \$30,660.00  |                  |  |
| 336.01401 | AC Pavement Section 1, MAG Std Det 200-1, Type A, ABC Backfill       | SY  | 2281  | \$24.00          | \$54,744.00  | \$42.24      | \$96,349.44  | \$32.00      | \$72,992.00  | \$42.37            | \$96,645.97  |                  |  |
| 336.01402 | AC Pavement Section 1, MAG Std Det 200-1, Type T-Top, CLSM Backfill  | SY  | 578   | \$32.00          | \$18,496.00  | \$51.19      | \$29,587.82  | \$37.00      | \$21,386.00  | \$51.87            | \$29,980.86  |                  |  |
| 336.01403 | AC Pavement Section 2, MAG Std Det 200-1, Type B, ABC Backfill       | SY  | 1736  | \$16.00          | \$27,776.00  | \$43.24      | \$75,064.64  | \$26.00      | \$45,136.00  | \$28.67            | \$49,771.12  |                  |  |
| 336.01404 | AC Pavement Section 2, MAG Std Det 200-1, Type T-Top, CLSM Backfill  | SY  | 2285  | \$23.00          | \$52,555.00  | \$24.33      | \$55,594.05  | \$31.00      | \$70,835.00  | \$27.84            | \$63,614.40  |                  |  |
| 345.01100 | Adjust Sewer Manhole Frame and Cover to Grade                        | EA  | 23    | \$250.00         | \$5,750.00   | \$426.92     | \$9,819.16   | \$350.00     | \$8,050.00   | \$368.88           | \$8,484.24   |                  |  |
| 345.01410 | Adjust Water Valve Box and Cover to Grade                            | EA  | 20    | \$180.00         | \$3,600.00   | \$405.49     | \$8,109.80   | \$350.00     | \$7,000.00   | \$283.76           | \$5,675.20   |                  |  |
| 350.01101 | Removal of Existing Storm Drain Pipe & Catch Basins                  | LS  | 1     | \$2,300.00       | \$2,300.00   | \$5,830.67   | \$5,830.67   | \$3,300.00   | \$3,300.00   | \$9,258.03         | \$9,258.03   |                  |  |
| 350.01310 | Removal of Existing Asphalt Concrete Pavement                        | SY  | 6,998 | \$28.00          | \$195,944.00 | \$3.90       | \$27,292.20  | \$6.63       | \$46,396.74  | \$0.92             | \$6,438.16   |                  |  |
| 350.01801 | Remove & Replace Curb & Gutter, MAG Std Det 220, Type A              | LF  | 295   | \$30.00          | \$8,850.00   | \$65.02      | \$19,180.90  | \$20.50      | \$6,047.50   | \$27.00            | \$7,965.00   |                  |  |
| 350.01802 | Remove & Replace Curb & Gutter, MAG Std Det 220, Type C              | LF  | 35    | \$66.00          | \$2,310.00   | \$59.57      | \$2,084.95   | \$24.50      | \$857.50     | \$27.00            | \$945.00     |                  |  |
| 350.01803 | Remove & Replace Curb & Gutter, ADOT Std Det C-05.10, Type G         | LF  | 85    | \$30.00          | \$2,550.00   | \$32.97      | \$2,802.45   | \$22.50      | \$1,912.50   | \$10.00            | \$850.00     |                  |  |
| 350.01810 | Remove & Replace Valley Gutter and Apron                             | SF  | 208   | \$16.00          | \$3,328.00   | \$27.58      | \$5,736.64   | \$9.00       | \$1,872.00   | \$10.00            | \$2,080.00   |                  |  |
| 350.01900 | Remove & Replace Sidewalk, Ramp, Driveway and Slab                   | SF  | 550   | \$13.00          | \$7,150.00   | \$38.72      | \$21,296.00  | \$7.00       | \$3,850.00   | \$10.00            | \$5,500.00   |                  |  |
| 350.01901 | Remove & Replace Sidewalk w/2" Compacted Asphalt Cement              | SF  | 840   | \$6.00           | \$5,040.00   | \$20.59      | \$17,295.60  | \$6.00       | \$5,040.00   | \$9.50             | \$7,980.00   |                  |  |
| 350.01920 | Remove & Replace Private Concrete Driveway                           | SF  | 345   | \$12.00          | \$4,140.00   | \$11.96      | \$4,126.20   | \$6.00       | \$2,070.00   | \$12.00            | \$4,140.00   |                  |  |
| 350.02000 | Remove Existing Water Main   | LF  | 320   | \$15.00          | \$4,800.00   | \$37.27      | \$11,926.40  | \$17.00      | \$5,440.00   | \$20.01            | \$6,403.20   |                  |  |
| 350.12001 | Remove Existing Valve Box and Cover                                  | EA  | 18    | \$150.00         | \$2,700.00   | \$43.81      | \$788.58     | \$135.00     | \$2,430.00   | \$171.51           | \$3,087.18   |                  |  |
| 350.12002 | Remove Fire Hydrant  | EA  | 11    | \$570.00         | \$6,270.00   | \$238.06     | \$2,618.66   | \$310.00     | \$3,410.00   | \$388.02           | \$4,268.22   |                  |  |
| 350.12003 | Remove Manhole   | EA  | 2     | \$2,030.00       | \$4,060.00   | \$2,559.82   | \$5,119.64   | \$875.00     | \$1,750.00   | \$3,070.85         | \$6,141.70   |                  |  |
| 350.12004 | Remove Manhole Top   | EA  | 21    | \$940.00         | \$19,740.00  | \$1,702.59   | \$35,754.39  | \$875.00     | \$18,375.00  | \$1,139.48         | \$23,929.08  |                  |  |
| 350.12005 | Remove Lift Station  | LS  | 1     | \$4,900.00       | \$4,900.00   | \$3,993.99   | \$3,993.99   | \$8,250.00   | \$8,250.00   | \$6,440.88         | \$6,440.88   |                  |  |
| 350.12006 | Remove Check Valves and Vault  | EA  | 2     | \$980.00         | \$1,960.00   | \$2,237.04   | \$4,474.08   | \$2,300.00   | \$4,600.00   | \$5,095.28         | \$10,190.56  |                  |  |
| 401.01000 | Traffic Control  | LS  | 1     | \$150,000.00     | \$150,000.00 | \$111,781.49 | \$111,781.49 | \$140,000.00 | \$140,000.00 | \$241,703.31       | \$241,703.31 |                  |  |
| 405.00020 | Survey Monument, MAG Detail 120-1, Type B                            | EA  | 2     | \$250.00         | \$500.00     | \$307.28     | \$614.56     | \$350.00     | \$700.00     | \$363.21           | \$726.42     |                  |  |
| 430.00001 | Restore Landscaping and Irrigation                                   | LS  | 1     | \$5,400.00       | \$5,400.00   | \$9,406.26   | \$9,406.26   | \$50,000.00  | \$50,000.00  | \$9,758.71         | \$9,758.71   |                  |  |
| 610.03204 | 4" Ductile Iron Pipe, Class 350, w/ Restrained Joints, CLSM Backfill | LF  | 125   | \$108.00         | \$13,500.00  | \$169.03     | \$21,128.75  | \$92.00      | \$11,500.00  | \$80.61            | \$10,076.25  |                  |  |
| 610.03206 | 6" Ductile Iron Pipe, Class 350, w/ Restrained Joints, CLSM Backfill | LF  | 869   | \$85.00          | \$73,865.00  | \$122.22     | \$106,209.18 | \$85.00      | \$73,865.00  | \$90.83            | \$78,931.27  |                  |  |
| 610.03208 | 8" Ductile Iron Pipe, Class 350, w/ Restrained Joints, CLSM Backfill | LF  | 2,212 | \$66.00          | \$145,992.00 | \$115.96     | \$256,503.52 | \$83.00      | \$183,596.00 | \$109.12           | \$241,373.44 |                  |  |
| 610.03308 | 8" Ductile Iron Pipe, Class 350, w/ Restrained Joints, ABC Backfill  | LF  | 5,576 | \$57.00          | \$317,832.00 | \$71.66      | \$399,576.16 | \$59.80      | \$333,444.80 | \$96.52            | \$538,195.52 |                  |  |
| 610.12000 | Curb Stop with Flushing Pipe   | EA  | 4     | \$1,220.00       | \$4,880.00   | \$985.43     | \$3,941.72   | \$475.00     | \$1,900.00   | \$1,698.87         | \$6,795.48   |                  |  |
| 610.13308 | 8" Ductile Iron Pipe, Class 350, ABC Backfill                        | LF  | 826   | \$47.00          | \$38,822.00  | \$60.99      | \$50,377.74  | \$51.80      | \$42,786.80  | \$71.47            | \$59,034.22  |                  |  |



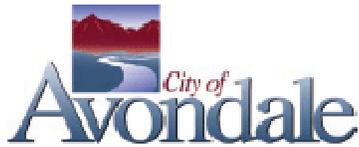
CITY OF AVONDALE  
 BID TABULATION SHEET  
 PW 14-006 Central Avenue and Western Avenue Water Sewer Improvements  
 BID DATE: February 10, 2014

| Item No.  | Description of Materials and/or Services                       | Qty | Unit  | Redpoint Pipline |              | Team Fischel |              | JJ Sprague  |              | Talis Construction |              | T&T Construction |  |
|-----------|--|-----|-------|------------------|--------------|--------------|--------------|-------------|--------------|--------------------|--------------|------------------|--|
|           |  |     |       | Unit Price       | Total Price  | Unit Price   | Total Price  | Unit Price  | Total Price  | Unit Price         | Total Price  |                  |  |
| 610.60000 | Fire Hydrant Assembly  | EA  | 12    | \$6,750.00       | \$81,000.00  | \$5,325.48   | \$63,905.76  | \$6,215.00  | \$74,580.00  | \$4,974.43         | \$59,693.16  |                  |  |
| 610.82008 | 1" Water Service, COA Std Det A1300                            | LF  | 978   | \$41.00          | \$40,098.00  | \$76.02      | \$74,347.56  | \$51.78     | \$50,640.84  | \$29.72            | \$29,066.16  |                  |  |
| 610.84008 | 2" Water Service, COA Std Det A1300                            | LF  | 321   | \$64.00          | \$20,544.00  | \$160.87     | \$51,639.27  | \$63.28     | \$20,312.88  | \$47.51            | \$15,250.71  |                  |  |
| 615.25206 | 6" PVC Sewer Pipe, SDR 26, CLSM Backfill                       | LF  | 46    | \$130.00         | \$5,980.00   | \$221.09     | \$10,170.14  | \$218.30    | \$10,041.80  | \$92.40            | \$4,250.40   |                  |  |
| 615.25208 | 8" PVC Sewer Pipe, SDR 26, CLSM Backfill                       | LF  | 122   | \$116.00         | \$14,152.00  | \$135.50     | \$16,531.00  | \$220.30    | \$26,876.60  | \$130.60           | \$15,933.20  |                  |  |
| 615.25210 | 10" PVC Sewer Pipe, SDR 26, CLSM Backfill                      | LF  | 610   | \$128.00         | \$78,080.00  | \$92.87      | \$56,650.70  | \$164.30    | \$100,223.00 | \$155.78           | \$95,025.80  |                  |  |
| 615.25212 | 12" PVC Sewer Pipe, SDR 26, CLSM Backfill                      | LF  | 659   | \$148.00         | \$97,532.00  | \$140.70     | \$92,721.30  | \$168.30    | \$110,909.70 | \$190.34           | \$125,434.06 |                  |  |
| 615.25308 | 8" PVC Sewer Pipe, SDR 26, ABC Backfill                        | LF  | 534   | \$87.00          | \$46,458.00  | \$76.08      | \$40,626.72  | \$85.85     | \$45,843.90  | \$99.07            | \$52,903.38  |                  |  |
| 615.25310 | 10" PVC Sewer Pipe, SDR 26, ABC Backfill                       | LF  | 1,660 | \$96.00          | \$159,360.00 | \$75.25      | \$124,915.00 | \$87.85     | \$145,831.00 | \$97.81            | \$162,364.60 |                  |  |
| 615.25312 | 12" PVC Sewer Pipe, SDR 26, ABC Backfill                       | LF  | 3,804 | \$102.00         | \$388,008.00 | \$75.73      | \$288,076.92 | \$91.15     | \$346,734.60 | \$118.80           | \$451,915.20 |                  |  |
| 615.60400 | 4" Sewer Service   | LF  | 20    | \$161.00         | \$3,220.00   | \$91.13      | \$1,822.60   | \$215.30    | \$4,306.00   | \$44.86            | \$897.20     |                  |  |
| 615.60401 | 4" Sewer Service, COA Std Det A1404                            | LF  | 310   | \$196.00         | \$60,760.00  | \$153.71     | \$47,650.10  | \$224.80    | \$69,688.00  | \$84.26            | \$26,120.60  |                  |  |
| 615.60600 | 6" Sewer Service   | LF  | 100   | \$173.00         | \$17,300.00  | \$179.44     | \$17,944.00  | \$216.80    | \$21,680.00  | \$54.29            | \$5,429.00   |                  |  |
| 615.60601 | 6" Sewer Service, COA Std Det A1404                            | LF  | 135   | \$180.00         | \$24,300.00  | \$152.66     | \$20,609.10  | \$222.30    | \$30,010.50  | \$115.69           | \$15,618.15  |                  |  |
| 615.70800 | Concrete Pipe Plug   | EA  | 113   | \$120.00         | \$13,560.00  | \$71.87      | \$8,121.31   | \$200.00    | \$22,600.00  | \$54.40            | \$6,147.20   |                  |  |
| 615.73204 | 4" DIP Sewer, Protecto 401 Lined, CLSM Backfill                | LF  | 100   | \$126.00         | \$12,600.00  | \$198.61     | \$19,861.00  | \$249.30    | \$24,930.00  | \$121.39           | \$12,139.00  |                  |  |
| 615.73206 | 6" DIP Sewer, Protecto 401 Lined, CLSM Backfill                | LF  | 80    | \$122.00         | \$9,760.00   | \$203.15     | \$16,252.00  | \$244.30    | \$19,544.00  | \$117.80           | \$9,424.00   |                  |  |
| 615.73208 | 8" DIP Sewer, Protecto 401 Lined, CLSM Backfill                | LF  | 165   | \$144.00         | \$23,760.00  | \$155.72     | \$25,693.80  | \$254.80    | \$42,042.00  | \$163.93           | \$27,048.45  |                  |  |
| 615.73212 | 12" DIP Sewer, Protecto 401 Lined, CLSM Backfill               | LF  | 136   | \$177.00         | \$24,072.00  | \$193.42     | \$26,305.12  | \$261.90    | \$35,618.40  | \$286.29           | \$38,935.44  |                  |  |
| 618.13236 | 36-inch RGRCP  | LF  | 36    | \$200.00         | \$7,200.00   | \$327.66     | \$11,795.76  | \$312.30    | \$11,242.80  | \$140.02           | \$5,040.72   |                  |  |
| 625.00030 | Force Main Discharge Manhole, COA Std Det A1403                | EA  | 1     | \$10,840.00      | \$10,840.00  | \$18,619.68  | \$18,619.68  | \$7,231.00  | \$7,231.00   | \$30,728.25        | \$30,728.25  |                  |  |
| 625.05401 | Std Sewer MH, Type Z   | EA  | 14    | \$9,270.00       | \$129,780.00 | \$10,509.90  | \$147,138.60 | \$5,773.00  | \$80,822.00  | \$5,535.13         | \$77,491.85  |                  |  |
| 625.05402 | Drop Sewer Manhole, Type Y                                     | EA  | 5     | \$10,240.00      | \$51,200.00  | \$13,885.74  | \$69,428.70  | \$6,119.00  | \$30,595.00  | \$14,638.56        | \$73,192.80  |                  |  |
| 625.05403 | Sewer MH, Over Exst Sewer, Type X                              | EA  | 8     | \$7,830.00       | \$62,640.00  | \$9,422.32   | \$75,378.56  | \$5,179.00  | \$41,432.00  | \$8,772.44         | \$70,179.52  |                  |  |
| 625.05404 | 4th Ave, Sewer MH  | EA  | 1     | \$10,240.00      | \$10,240.00  | \$12,792.28  | \$12,792.28  | \$8,222.00  | \$8,222.00   | \$17,536.03        | \$17,536.03  |                  |  |
| 625.05405 | Drop Sewer MH, Over Exst Sewer, Type W                         | EA  | 3     | \$11,080.00      | \$33,240.00  | \$13,834.77  | \$41,504.31  | \$7,280.00  | \$21,840.00  | \$8,551.81         | \$25,655.43  |                  |  |
| 625.05406 | Drop Sewer MH, Over Exst Sewer, Type V                         | EA  | 4     | \$9,990.00       | \$39,960.00  | \$14,056.77  | \$56,227.08  | \$6,711.00  | \$26,844.00  | \$8,324.16         | \$33,296.64  |                  |  |
| 625.05407 | Sewer MH, Remove MH, Connect Exst Sewer, Type U                | EA  | 2     | \$9,370.00       | \$18,740.00  | \$19,376.00  | \$38,752.00  | \$8,445.00  | \$16,890.00  | \$10,656.31        | \$21,312.62  |                  |  |
| 625.05408 | Drop Sewer MH, Remove MH, Connect to Exst Sewer, Type T        | EA  | 8     | \$13,420.00      | \$107,360.00 | \$19,610.41  | \$156,883.28 | \$7,416.00  | \$59,328.00  | \$14,482.75        | \$115,862.00 |                  |  |
| 625.05409 | Structural Reinforcement Base                                  | EA  | 5     | \$1,510.00       | \$7,550.00   | \$207.07     | \$1,035.35   | \$1,000.00  | \$5,000.00   | \$1,856.25         | \$9,281.25   |                  |  |
| 625.05410 | Storm Drain Conflict Manhole                                   | EA  | 1     | \$16,950.00      | \$16,950.00  | \$17,966.57  | \$17,966.57  | \$12,600.00 | \$12,600.00  | \$15,656.06        | \$15,656.06  |                  |  |
| 625.15400 | Storm Manhole (4' dia) w/ Base, Frame and Cover, MAG 520 (MOD) | EA  | 2     | \$8,890.00       | \$17,780.00  | \$6,151.43   | \$12,302.86  | \$6,820.00  | \$13,640.00  | \$6,993.63         | \$13,987.26  |                  |  |
| 630.00004 | 4" Gate Valve, Box and Cover                                   | EA  | 5     | \$770.00         | \$3,850.00   | \$889.94     | \$4,449.70   | \$810.00    | \$4,050.00   | \$1,026.69         | \$5,133.45   |                  |  |
| 630.00006 | 6" Gate Valve, Box and Cover                                   | EA  | 22    | \$990.00         | \$21,780.00  | \$1,089.00   | \$23,958.00  | \$935.00    | \$20,570.00  | \$1,125.87         | \$24,769.14  |                  |  |
| 630.00008 | 8" Gate Valve, Box and Cover                                   | EA  | 53    | \$1,290.00       | \$68,370.00  | \$1,388.28   | \$73,578.84  | \$1,250.00  | \$66,250.00  | \$1,558.91         | \$82,622.23  |                  |  |
| 631.42200 | #2 Water Meter Box   | EA  | 31    | \$140.00         | \$4,340.00   | \$290.21     | \$8,996.51   | \$200.00    | \$6,200.00   | \$340.17           | \$10,545.27  |                  |  |
| 631.42400 | #4 Water Meter Box   | EA  | 8     | \$190.00         | \$1,520.00   | \$336.11     | \$2,688.88   | \$240.00    | \$1,920.00   | \$532.20           | \$4,257.60   |                  |  |
| 650.22000 | Water Main Connection To Existing System                       | EA  | 31    | \$1,000.00       | \$31,000.00  | \$2,016.99   | \$62,526.69  | \$3,300.00  | \$102,300.00 | \$1,075.66         | \$33,345.46  |                  |  |



CITY OF AVONDALE  
 BID TABULATION SHEET  
 PW 14-006 Central Avenue and Western Avenue Water Sewer Improvements  
 BID DATE: February 10, 2014

| Item No.  | Description of Materials and/or Services          | Qty   | Unit      | Redpoint Pipline |                | Team Fischel |                | JJ Sprague   |                | Talis Construction |                | T&T Construction |  |
|-----------|---|-------|-----------|------------------|----------------|--------------|----------------|--------------|----------------|--------------------|----------------|------------------|--|
|           |   |       |           | Unit Price       | Total Price    | Unit Price   | Total Price    | Unit Price   | Total Price    | Unit Price         | Total Price    |                  |  |
| 650.22001 | Station 110+82, Water Main Connection             | EA    | 1         | \$4,360.00       | \$4,360.00     | \$3,927.63   | \$3,927.63     | \$5,650.00   | \$5,650.00     | \$3,099.84         | \$3,099.84     |                  |  |
| 650.22002 | Station 325+66, Water Meter & Backflow Relocation | EA    | 1         | \$2,890.00       | \$2,890.00     | \$3,893.20   | \$3,893.20     | \$3,150.00   | \$3,150.00     | \$1,098.94         | \$1,098.94     |                  |  |
| 650.22003 | Station 67+33, Water Main Connection              | EA    | 1         | \$3,690.00       | \$3,690.00     | \$2,749.67   | \$2,749.67     | \$3,400.00   | \$3,400.00     | \$1,113.53         | \$1,113.53     |                  |  |
| 650.22004 | Station 72+63, Water Main Connection at Van Buren | EA    | 1         | \$4,640.00       | \$4,640.00     | \$9,119.11   | \$9,119.11     | \$5,650.00   | \$5,650.00     | \$4,395.37         | \$4,395.37     |                  |  |
| 650.24000 | Station 21+50, Water Meter Connection             | EA    | 1         | \$4,060.00       | \$4,060.00     | \$2,622.69   | \$2,622.69     | \$2,150.00   | \$2,150.00     | \$826.04           | \$826.04       |                  |  |
|           | Subtotal  |       |           |                  |                |              |                |              |                |                    |                |                  |  |
| 107.15000 | Community Relations (Allowance)                   | Allow | Allowance | \$20,000.00      | \$20,000.00    | \$20,000.00  | \$20,000.00    | \$20,000.00  | \$20,000.00    | \$20,000.00        | \$20,000.00    |                  |  |
| 109.50010 | Miscellaneous Reimbursable (Allowance)            | Allow | Allowance | \$125,000.00     | \$125,000.00   | \$125,000.00 | \$125,000.00   | \$125,000.00 | \$125,000.00   | \$125,000.00       | \$125,000.00   |                  |  |
| 401.01100 | Uniformed Off-Duty Officer                        | Allow | Allowance | \$10,000.00      | \$10,000.00    | \$10,000.00  | \$10,000.00    | \$10,000.00  | \$10,000.00    | \$10,000.00        | \$10,000.00    |                  |  |
|           | TOTAL SUBMITTED BY BIDDER                         |       |           |                  | \$3,255,278.00 |              | \$3,498,727.19 |              | \$3,505,000.00 |                    | \$3,595,865.05 |                  |  |
|           | Required attachments included?                    |       |           | Yes              |                | Yes          |                | Yes          |                | Yes                |                | No               |  |
|           | Calculation or extension error                    |       |           |                  |                |              |                |              |                |                    |                |                  |  |



# CITY COUNCIL REPORT

**SUBJECT:**

Second Amendment to Hospital Base Station Agreement - Banner Estrella Medical Center

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

**FROM:** Paul Adams, Fire Chief (623) 333-6100

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the city council approve a second amendment to the emergency base station agreement with Banner Estrella Medical Center.

**BACKGROUND:**

In 2009 council approved an Emergency Base Station agreement with Banner Medical Center (BMC). The purpose of the agreement is to allow BMC to provide medical direction, a medical director and prehospital coordination for Avondale Fire-Rescue in compliance with state law. In addition the hospital assists with the quality control of medical records and provides a purchase point for pharmaceuticals.

The original agreement was extended in 2011 for a three year term.

**DISCUSSION:**

This will be the second amendment to the original agreement and extends the term until 2016. The amendment also includes language modifications to comply with federal employment law. All other terms and conditions remain the same.

**BUDGETARY IMPACT:**

There is no budgetary impact to the city by approving this amendment.

**RECOMMENDATION:**

Staff recommends that the city council approve a second amendment to the emergency base station agreement with Banner Estrella Medical Center.

**ATTACHMENTS:**

Click to download

[Second Amendment - Banner Health](#)

**SECOND AMENDMENT TO EMERGENCY BASE STATION AGREEMENT**  
**(BH #5355-02-28023 A2)**

THIS SECOND AMENDMENT TO EMERGENCY BASE STATION AGREEMENT ("Amendment") modifies that certain Agreement effective June 1, 2011 (the "Agreement") between **Banner Health**, an Arizona nonprofit corporation d/b/a Banner Estrella Medical Center ("MEDICAL CENTER") and **City of Avondale** ("EMS AGENCY"). Hereafter, MEDICAL CENTER and EMS AGENCY may be referred to individually as the "Party" or collectively as the "Parties".

**WHEREAS,**

The parties entered into the Agreement wherein EMS AGENCY desired to utilize the MEDICAL CENTER as a base hospital medical facility and to receive MEDICAL CENTER administrative medical control and on-line supervision of EMS AGENCY'S Pre-Hospital Providers rendering emergency care to persons; and

The parties have agreed to amend certain terms of the Agreement; and

The parties desire to evidence their agreement by execution of this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration the parties agree as set forth below:

1. Amendment of Agreement. The Parties agree to amend the Agreement as follows:
  - a. The Parties agree that the Agreement is hereby extended through May 31, 2016.
  - b. The Parties agree to supersede Section 4.4 (Compliance with Federal Employment Law) of the Agreement and replace with the following language:

EMS AGENCY agrees to comply with all federal, state, and local laws, regulations, ordinances, and orders governing immigration, equal employment opportunity, and affirmative action that are applicable to EMS AGENCY, including 42 U.S.C. Sec. 2000(e) et seq., the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act, Executive Order 11246 of September 24, 1965, Executive Order 13496 of January 30, 2009, and all amendments and applicable regulations pertaining to any of them, including 41 C.F.R. §§ 60.1.4(a)(7), 60-250.5, 60-300.5 and 60-741.5 (imposing anti-discrimination and affirmative action requirements) and 29 C.F.R. Part 471, appendix A to subpart A.
2. Agreement Effective. Except as otherwise expressly provided herein, all terms and conditions of the Agreement shall remain unmodified and in full force and effect.
3. Precedence of Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern and control.
4. Capitalized Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
5. Incorporation. This Amendment shall be attached to, and made a part of, the Agreement.

***[Signatures on following page]***

This Amendment will not be in effect until signed by both Parties and shall be effective on the later date of execution.

**BANNER HEALTH**, an  
Arizona nonprofit corporation  
d/b/a Banner Estrella Medical Center

**CITY OF AVONDALE**

BY: \_\_\_\_\_

Deb Krmpotic

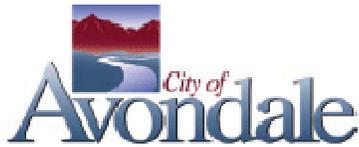
ITS: Chief Executive Officer

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3163-214 - Intergovernment Agreement  
with the University of Arizona

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood and Family Services Director (623) 333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an IGA with the University of Arizona, Norton School of Family and Consumer Sciences, in the amount of \$14,960 which will allow the City of Avondale to complete data analysis and program evaluation of the Care1st Avondale Resource and Housing Center.

**BACKGROUND:**

Funding provided by First Things First supports the services provided to families with children five years of age or younger. Care1st Avondale Resource and Housing Center connects families in the Southwest Valley to a wealth of human services provided in a one-stop location. In fiscal year 2013, an average of 200 parents with children age birth to five years received services, referrals to outside services or information at the Care1st Avondale Resource and Housing Center each month. The Neighborhood and Family Services Department administers the Resource Center.

Some of the services and referrals provided at the Care1st Avondale Resource and Housing Center include the following: parent/cargiver literacy and parent education classes and events for families with children age birth to five years, assistance with renewals and applications for AHCCCS health care, nutrition assistance (food stamps) and for cash assistance, GED, literacy and ESL classes, walk-in services for WIC (Women, Infant and Children), employment services, support groups for various needs, and medicare benefits counseling.

**DISCUSSION:**

As part of efforts to continuously improve services and assure that limited funds are being spent efficiently, the Neighborhood and Family Services Department in partnership with the Finance Department procured professional data analysis and evaluation services to assist NFS. The University of Arizona, Norton School of Family and Consumer Sciences was selected to provide the services through the solicitation.

The University of Arizona, Norton School of Family and Consumer Sciences is uniquely situated to perform evaluation services to perform an evaluation of the Care1st Avondale Resource and Housing Center, as it has completed data analyses and evaluations for the Southwest Maricopa Regional Partnership Council and the Arizona Early Childhood Development and Health Board (First Things First) grant.

**BUDGETARY IMPACT:**

The Care1st Avondale Resource and Housing Center Fiscal Year 2013-14 budget includes funding for this contract. There will be no impact to the general fund.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an IGA with the University of Arizona, Norton School of Family and Consumer Sciences in the amount of \$14,960 to complete a data analysis and evaluation of services provided at the Care1st Avondale Resource and Housing Center.

**ATTACHMENTS:**

Click to download

[Resolution 3163-214](#)

**RESOLUTION NO. 3163-214**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF ARIZONA RELATING TO THE EVALUATION OF THE CARE 1ST AVONDALE RESOURCE AND HOUSING CENTER.

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

SECTION 1. The Intergovernmental Agreement (the “Agreement”) with the Arizona Board of Regents, University of Arizona relating to the evaluation of the Care 1<sup>st</sup> Avondale Resource and Housing Center is hereby adopted in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 18, 2014.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3163-214

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of February 18, 2014, between the City of Avondale, an Arizona municipal corporation (the "City") and Arizona Board of Regents, acting through the University of Arizona, an Arizona university (the "University"). The City and the University are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City operates the Care 1st Avondale Resource and Housing Center (the "Center") to provide human services to residents of the Southwest Valley.

B. The City receives grant funding from the Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board, First Things First ("First Things First") to assist with the provision of human services at the Center (the "Grant"). The Grant requires the City to evaluate the programs offered at the Center on a yearly basis.

C. The City issued a Request for Quotations Small Purchase for Program Evaluations and Data Analysis, NFS 13-046-QSP (the "RFQ"), seeking quotes from qualified vendors to perform a program evaluation and data analysis of the Center.

D. The University submitted a response to the RFQ (the "Response"), attached hereto as Exhibit A and incorporated herein by reference and the City desires to enter into an Agreement with the University to perform an evaluation and data analysis of the human services programs offered at the Center (the "Services").

E. The City and the University are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952.

F. The City and the University desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the performance of the Services.

AGREEMENT

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

1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

2. University Obligations. The University shall:

2.1 Evaluation. Serve as a technical advisor to evaluate whether the services being provided by the Center meet the intent and purpose of the Grant.

2.2 Data Gathering. Contact individual partners to review progress to date to ensure that services provided at the Center are consistent with the goals and objectives of the Grant. Review the information gathering tools utilized by the Center and recommend necessary changes.

2.3 Data Analysis. Analyze the Center's success measures to determine if such measures are appropriate to the purpose and practicalities of the services provided with the Grant. Verify the achievement of outputs and the effectiveness of outcomes as provided in the Grant.

2.4 Data Review. Review all accumulated data generated from activities produced by the Center.

2.5 Reporting. Utilize data collected by the Center and partner agencies to generate a statistically accurate report that establishes a baseline of the community impact of the Center. Produce a final report with findings, conclusions and recommendations to determine the effectiveness of the Center. Final report shall be submitted to the City no later than 5:00 p.m. on Friday, May 30, 2014.

3. City Obligations. The City shall provide the University with data regarding the number of people referred to and serviced by the programs housed in the Center. The City will submit to the University all of the reports generated from the focus groups and surveys conducted by the Center and all of the reports collected from the Center's partner agencies regarding the success of the services provided by the individual partner agencies. The City shall provide the University with financial, outreach, service quality and collaboration objectives of the Grant. The City shall determine if the Grant objectives (i) have been met, (ii) are reasonable and (iii) need to be adjusted.

4. Compensation. The City shall pay the University an aggregate amount not to exceed \$15,000.00 for the Services at the rates as set forth in the Response, attached hereto as Exhibit A.

5. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

6. Arbitration. The Parties agree that should a dispute arise between them concerning this Agreement and neither Party seeks affirmative relief other than monetary damages in the amount of \$50,000.00 or less, exclusive of interest, cost and attorneys' fees, the

Parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, ARIZ. REV. STAT. § 12-3001 et. seq. (the “Act”), whose rules shall govern the interpretation, enforcement and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the Parties.

7. Termination; Cancellation.

7.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 30 days’ written notice to the other Party.

7.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

7.3 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds or the incurring of expenses by the City or the University shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the governing body of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement or if the appropriation is reduced during the fiscal year, the Parties may reduce the scope of this Agreement, if appropriate or this Agreement shall terminate without further duty or obligation of the Parties.

8. Miscellaneous.

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

8.2 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Both Parties shall keep fully informed and shall at all times during the performance of their duties under this Agreement ensure that they and any person for whom the Parties are responsible for abide by, and remain in compliance with, all rules, regulations, ordinances, statutes or laws, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

8.3 Amendments. This Agreement may be modified only by a written amendment approved by the Parties’ respective governing bodies and signed by persons duly authorized to enter into contracts on behalf of the Parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

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

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

8.6 Assignment; Delegation. No right or interest in this Agreement shall be assigned by the University without prior, written permission of the City, signed by the City Manager, or authorized designee. Any attempted assignment or delegation by the University in violation of this provision shall be a breach of this Agreement by the University.

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

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

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

If to City: City of Avondale  
11465 West Civic Center Drive, Suite 220  
Avondale, Arizona 85323  
Attn: Charles P. McClendon, City Manager

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

If to University: Arizona Board of Regents  
University of Arizona  
P.O. Box 210158  
Tucson, Arizona 85721  
Attn: Lee Anne T. Peters, Contract Officer

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the Party giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

8.12 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

8.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Order, the RFQ and the Response, the documents shall govern in the order listed herein.

9. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal

immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

[SIGNATURES ON FOLLOWING PAGE]

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

**“University”**

ARIZONA BOARD OF REGENTS,  
UNIVERSITY OF ARIZONA, an Arizona  
university

\_\_\_\_\_  
Charles McClendon, City Manager

\_\_\_\_\_  
Lee Anne T. Peters, Contract Officer

ATTEST:

ATTEST:

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

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

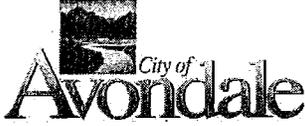
\_\_\_\_\_  
Andrew J. McGuire, City Attorney

\_\_\_\_\_  
Laura Todd Johnson, General Counsel

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
TO  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

[Response]

See following pages.



CITY OF AVONDALE  
Finance & Budget Department  
City of Avondale  
Civic Center 11465 W. Civic Center  
Avondale, AZ 85323-6807

December 11, 2013

Michele E. Walsh, Ph.D.  
Norton School of Family and Consumer Sciences  
University of Arizona  
PO Box 210078  
Tucson, AZ 85721-0078

**Subject:** Request Extension of Irrevocable 365 Day Offer Period –Request for Quotations  
NFS 13-046 Program Evaluation and Data Analysis

Dear Michele E. Walsh:

The above referenced bid was opened May 2, 2013, and the 365 Day Irrevocable Offer Period remains valid through May 2, 2014. The City is requesting the Extension of the irrevocable period making the new irrevocable expiration date June 30, 2014. Additional requests, changes, or decline of this request in part or in whole will require the City to Reject all Bids and Reissue the solicitation in full.

Mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the Option Renewal Period through June 30, 2014.

\_\_\_\_ Yes, University of Arizona, Norton School of Family and Consumer Sciences will accept the offer to extend the same quoted pricing as included in the original bid offered in response to Request for Quotations NFS 13-046 dated May 2, 2013, (as enclosed). The initial term to commence upon the revised contract Effective Date on or about January 6, 2014, with the majority of the work due April 7, 2014.

\_\_\_\_ No, University of Arizona, Norton School of Family and Consumer Sciences will not accept the offer to extend the 365 Irrevocable Period nor the quoted pricing through June 30, 2014.

Please mail or fax your signed response to the attention of Loretta Browning at the mailing address/fax number listed above, no later than **December 19, 2013**.

Sincerely,

  
Loretta Browning  
Procurement Officer  
City of Avondale

Enclosures (1):  
U of A QSP Response

  
Name, Authorized Agent  
University of Arizona, Norton School of  
Family and Consumer Sciences  
Lee Anne T. Peters  
Contract Officer  
Arizona Board of Regents  
University of Arizona

for



CITY OF AVONDALE  
Finance Department  
11465 W. Civic Center Drive, Suite 250  
Avondale, AZ 85323-6807  
Phone: 623-333-2029  
Fax: 623-333-0002

**REQUEST FOR QUOTATION SMALL PURCHASE**  
**For**  
**Program Evaluation and Data Analysis**  
**NFS 13-046-QSP**

**All quotes due by May 2, 2013, 5:00 PM. (Revised Date)**

The City of Avondale (the "City") Neighborhood and Family Services Department is seeking a licensed and qualified vendor to provide all material and labor required for evaluation and data analysis of the City's Care1st Avondale Resource and Housing Center (Family Resource Center) located at 328 W. Western Ave., Avondale, AZ 85323. The services are to be provided beginning May 2, 2013, and completed no later than June 30, 2013.

**Section I –Introduction**

City is seeking professional services to fulfill the requirement of the evaluation component for the Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) grant award titled *Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and City of Avondale*. The overall intent of the grant award is to support increased outreach, improve quality of social services, and promote collaboration among the Care1st Avondale Resource and Housing Center and partner agency service providers in order to strengthen early childhood health and education in the City of Avondale.

The program evaluation and data analysis is to include a review of services provided, customer service, partner agency satisfaction, areas of strength and collaboration and coordination with agencies serving young children and their families. The process will also be used to put in place ongoing customer surveys or another method of ongoing evaluation that will be used for continuous improvement.

The City is committed to positive outcomes for families. The evaluation will be used to help the Center strengthen its role in the system of early childhood health and education. The program evaluation will also be used to identify additional capacity needs of which we may not be aware. City may seek training, and technical assistance, as needed.

**Section II –Background.**

Funding provided by First Things First supports the 6,000-plus-square-foot Care1st Avondale Resource and Housing Center that connects Southwest Valley families to a wealth of human services provided in a one-stop location. In fiscal year 2013, an average of 200 parents with children age birth to five years received resource and referral information and direct services at the Care1st Avondale Resource and Housing Center each month. Some of the Services and referrals provided through the resources center include the following:

- Assistance with renewals and applications for AHCCCS health care, nutrition assistance (food stamps) and cash assistance
- GED, literacy and ESL classes
- Walk-in services for WIC (Women, Infant and Children) the USDA's nutrition program
- Support services for pregnant teenagers and their families
- Employment services
- Behavioral health counseling
- Classes that educate and certify in-home child care providers with CPR, safety and first-aid issues, instruction on positive communication and appropriate developmental play
- Supportive services for developmentally disabled children and adults and their families

AP-23PP7.4B  
Nov 2011

- Legal services (civil cases only)
- Support groups for various groups (victims of domestic violence, sexual abuse, those suffering from depression, grandparents caring for grandchildren)
- First-time home buyer support under the City of Avondale’s Homebuyer Assistance Program
- Workshops for caregivers of Alzheimer patients
- Literacy and Parenting classes for families with children ages birth to five years
- Medicare benefits counseling
- Court-ordered parent information classes
- United States citizenship classes

**Section III—Scope of Services**

- A. The following Task Items are to be completed by the resultant contractor. Contractor shall:
1. Serve as a technical advisor to evaluate that the work being performed meets the intents and purposes of the grant award.
  2. Contact individual partners to review progress to date and to ensure that work being performed is consistent with grant goals and objectives.
  3. Review information gathering tools. Recommend necessary changes.
  4. Utilize data collected by Care1st Avondale Resource Center and partner agencies to generate a statistically accurate report that establishes a baseline of the community impact of the Care1st Resource Center.
  5. Analyze the success measures to determine if they are appropriate to the purposes and practicalities of the work being applied within the grant award.
  6. Verify the achievement of outputs and the effectiveness of outcomes listed in the grant award.
  7. Review all accumulated data generated from activities produced by this project.
  8. Produce a final report with findings, conclusions, and recommendations to determine the effectiveness of the grant project. Final report due date Monday, July 1, 2013, 5:00 p.m.
- B. City Responsibilities. The following is a listing of anticipated data sources to be provided to the resultant contractor:
1. Data regarding number of people referred to and served by programs housed in the Care1st Avondale Resource Center.
  2. Financial, outreach, service quality, and collaboration objectives are enumerated within the grant agreement. Data will be accumulated and needs to be reviewed to determine if these objectives have been met, whether they are reasonable, or need to be adjusted.
  3. Reports generated from focus groups and surveys shall be provided.
  4. Reports from partner agencies regarding the success of their individual services.

**Section IV Pricing**

Use the table below to detail hours and anticipated costs of project requirements. Bid need to include estimated professional fees in an amount not to exceed \$15,000 aggregate total.

| Task Item Description | Projected Date of Completion | Hours Required to Complete | Hourly Rate |
|-----------------------|------------------------------|----------------------------|-------------|
|                       |                              |                            |             |
|                       |                              |                            |             |
|                       |                              |                            |             |
|                       |                              |                            |             |
|                       |                              |                            |             |
| <b>Total Lump Sum</b> |                              |                            |             |

*See Attachment 1*

**FOB POINT**  
 City of Avondale  
 11465 W. Civic Center Drive  
 Avondale, AZ 85323

**Section V – Special Terms and Conditions:**

1. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
2. Insurance.
  - a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. Stat. § 20-206, as amended, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
  - b. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
  - c. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
  - d. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
  - e. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
  - f. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
  - g. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
  - h. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or

this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions: non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

i. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

j. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. 11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City. 12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

3. Termination; Cancellation for City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

4. Non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

a. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

5. Independent Contractor. The Contractor acknowledges that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.

6. Laws and regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it any person for whom the Contractor is responsible remains in compliance

with all rules, regulations, ordinances, statues or laws affecting the Services including he following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration ("OSHA") Standards.

7. Vendor Licensing and Registration. Prior to award of the award or acceptance of the agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have completed a Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the RFQ. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.
8. Material and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the request for quotations. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to commercial laboratory for analysis and test as to whether the material conforms in all respects to the specifications.
9. New Equipment: All items bid shall be new equipment supplied from the manufacturer. Bids for remanufactured equipment will be considered as non-responsive and rejected.
10. Quality: Contract expressly warrants that all good or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
11. Agreement Subject to Appropriation: The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City . If the Cit Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.
12. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT.§ 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

#### **Section VI Instructions and Conditions**

1. Bid price shall be made F.O.B. Avondale to the designated delivery points within the City. Deliveries shall be made to the location designated by the City.
2. Quantities as shown in form are estimates only based upon available information. The City reserves the right to adjust the quantities as necessary to meet its needs.
3. Materials and equipment are for delivery not later than seven (7) days after receipt of a City purchase order unless otherwise stated.
4. Vendors must state the manufacturer of each product quoted on in conformity with the specifications.
5. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Payment Terms are net 30 unless otherwise specified by vendor.
7. Material and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the request for quotations. When deemed necessary, samples of supplies or materials will be taken at random from stock received for analysis and test as to whether the material conforms in all respects to the specifications.

- 8. Award will be made on an individual or overall low basis whichever is most advantageous to the City of Avondale.
- 9. These price quotations are confidential and will not be divulged to others except as the accounts are settled through the auditing department.
- 10. Please submit the Request for Quotation to the address above.

To request a copy of the grant award contact, additional information or have questions please contact Neighborhood and Family Services, Family Services Manager, Stephanie Small at 623-333-2722 or by email [ssmall@avondale.org](mailto:ssmall@avondale.org)

This offer will remain in effect for a period of 365 calendar days from the bid opening date and is irrevocable unless it is the City's best interest to do so.

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

*Lee Anne T. Peters - In the event of award, terms will need to be negotiated*

|                               |                    |
|-------------------------------|--------------------|
| Signature of Authorized Agent | Lee Anne T. Peters |
|                               | Contract Officer   |
| Typed or Printed Name         | Title              |
| 520-626-6000                  | / /                |
| Telephone No                  | Date               |

Company Name: Arizona Board of Regents, University of Arizona  
 Address: PO Box 210158  
 City: Tucson State AZ Zip: 85721-0158  
 Email Address: sponsor@u.arizona.edu

(City Manager Signature required for awards over \$25,000.00). Quotations resulting in \$50,000. or greater will not be authorized and will require a formal procurement process.

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Avondale Use Only)**

The Contractor Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

City of Avondale, an Arizona municipal corporation.

\_\_\_\_\_  
 Charles McClendon, City Manager

# Attachment I

## Section IV Pricing

Use the table below to detail hours and anticipated costs of project requirements. Bid need to include estimated professional fees in an amount not to exceed \$15,000 aggregate total.

| Task Item Description   | Projected Date of Completion    | Hours Required to Complete | Hourly Rate |
|---|---------------------------------|----------------------------|-------------|
| Review Family Resource Center grant documentation and develop partner interview forms to be used to assess progress consistent with grant goals and objectives.   | May 17, 2013                    | 20                         | \$85        |
| Contact individual partners to review progress to date  | June 3, 2013                    | 25                         | \$85        |
| Review information gathering tools to determine if they are appropriate for the purposes of the project.  | June 7, 2013                    | 16                         | \$85        |
| Receive and analyze data collected by Care1st Avondale Resource Center and partner agencies   | June 14, 2013                   | 40                         | \$85        |
| Produce a final report with findings, conclusions, and recommendations to determine the effectiveness of the project to date. Also included will be recommendations for ongoing evaluations to lead to continuous improvements. | Monday, July 1, 2013, 5:00 p.m. | 75                         | \$85        |
| <b>Total Lump Sum</b>   |                                 |                            | \$14,960    |

The University of Arizona's **Frances McClelland Institute for Children, Youth, and Families (FMI)** in the **Norton School of Family and Consumer Sciences** is submitting this response to the City of Avondale's request for quotation for evaluation of the City's Care1st Avondale Resource and Housing Center. Our strong expertise in community-based participatory research and our familiarity with the Arizona early childhood system, including within Maricopa County, make us an ideal vendor for this work.

Since 2009, our team has worked with several First Things First Regional Partnership Councils to conduct community assessments and to make recommendations for improving their services. We served three Regions in the 2010 cycle of assessments, ten Regions in the 2012 cycle (including 2 Maricopa Regions), and will be serving 20 Regions (including all 6 Maricopa Regions) in the 2014 cycle.

Working with FMI (Norton School) provides several key advantages to the City of Avondale:

1. Our mission is to strengthen families and communities through innovative programs, a concern for society, a focus on hands-on experience and cutting-edge research. Our goal is to be a resource and partner to Arizona communities to solve real-world problems that families face. We have worked "on the ground" with State, County and Tribal partners across Arizona.
2. We have direct experience in producing thorough and useful community assessments for Tribal and County-Based FTF Regional Partnership Councils that meet the needs of diverse communities for regionally-specific information to help with planning.
3. In addition to content expertise in early childhood issues, we have experience in a number of qualitative and quantitative evaluation methods, including survey, interview and focus group methodology, and expertise in sophisticated quantitative analysis techniques for examining and reporting on large and small datasets in an accessible way. We have a strong IT infrastructure to support data management and web-based data collection, where appropriate. We have GIS capabilities to allow for data mapping in an informative way.
4. We are intimately familiar with the regional variability of the social and environmental determinants of health and wellness that affect children and families across Arizona. We can bring this knowledge to bear in better understanding the programs being offered through the Avondale Resource and Housing Center and in better interpreting project results.

Partnering with our team will provide value-added to the Southwest Maricopa Regional Partnership Council, because more detailed information about the programs within the Resource and Housing Center could be used to strengthen their Regional Needs and Assets report. Including details about their programming in that Regional report will also help the City of Avondale disseminate information about their efforts to strengthen local families to the FTF Board and to a statewide audience.

Because of the likely synergy with the other work our team is doing for the FTF Southwest Maricopa Regional Partnership Council, we are offering to complete this project for the hourly rate established with FTF for current Regional Needs and Assets work (\$85/hr), which is lower than our typical evaluation services rate of \$120/hour.

Response to Request for Quotation  
Program Evaluation and Data Analysis—NFS 13-046-QSP

Our evaluation team will be led by Dr. Michele Walsh. Dr. Walsh is an evaluation researcher with considerable experience in community-based participatory research. She served as the project director of the 2010 and 2012 UA FTF Regional Needs and Assets team, and will lead the team again this coming year. Dr. Walsh received her BA in psychology and philosophy from Claremont McKenna College, California; her MA in psychology and philosophy from The Queen's College, Oxford University, England; and her PhD in Program Evaluation and Research Methods (minor in Developmental Psychology), from the University of Arizona. Dr. Walsh has been a visiting professor at the University of Mannheim where she taught courses in program evaluation and applied social measurement, and was a Marshall Scholar at Oxford University, England. Dr. Walsh has been a resident of Arizona for over 30 years.

The project will be staffed by core FMI FTF Needs and Assets team members, including Ms. Violeta Dominguez. Ms. Dominguez obtained a Master's degree in Latin American Studies from the University of Texas at Austin with a focus on border and immigrant health issues and on gender studies. She has substantial experience conducting qualitative research on public health and other social issues, particularly among underserved populations. As a native Spanish-speaker, Ms. Dominguez will be able to conduct interviews in Spanish where appropriate.

As further background on the work that our team has done in the state and nationwide, we have attached Dr. Walsh's curriculum vitae. Please feel free to contact her with any additional questions you may have about our team's experience or expertise.

Michele E. Walsh, Ph.D.  
Associate Research Professor  
Frances McClelland Institute for Children, Youth, and Families  
Norton School of Family and Consumer Sciences  
College of Agriculture and Life Sciences  
The University of Arizona  
mwalsh@email.arizona.edu  
520-621-8739

We look forward to hearing from the review committee.

## **Michele Walsh**

Associate Research Professor  
Frances McClelland Institute for Children, Youth and Families  
John & Doris Norton School of Family & Consumer Sciences  
The University of Arizona  
PO Box 210078  
Tucson, AZ 85721-0078  
Tel. (520) 621-8739  
Fax (520) 621-4979

- **Experienced health services researcher and program evaluator**
- **Expertise in grant writing, study design, measurement, and data analysis**
- **Skilled manager and mentor**

### **Education**

- **Ph.D.** 1993-1999. University of Arizona, AZ. Major: Psychology (Program Evaluation & Research Methodology). Minor: Developmental Psychology.
- **M.A.** 1985-1987. The Queen's College, Oxford University, England. Majors: Psychology and Philosophy.
- **B.A.** 1982-1985. Claremont McKenna College, CA. Major: Psychology. Minor: Philosophy (magna cum laude).

### **Experience**

- **Associate Research Professor**, Frances McClelland Institute for Children, Youth, & Families, John & Doris Norton School of Family & Consumer Sciences, University of Arizona, Dec 2010 – present.
- **Associate Director**, Evaluation, Research and Development Unit, Department of Psychology, University of Arizona, August 2002-Dec 2010.
- **Consultant**, TriService Nursing Research Program, Bethesda, MD, April 2002-present.
- **Adjunct Assistant Professor**, Department of Psychology, University of Arizona, September 1999-August 2002.
- **Evaluation Associate/Data Management Department Manager**, LeCroy & Milligan Associates, Inc., September 1999 to August 2002.
- **Visiting Professor**, University of Mannheim, Germany, courses in Program Evaluation and Applied Social Measurement, April 1999 to September 1999.
- **Research Associate**, Evaluation Group for Analysis of Data (EGAD), University of Arizona, August 1994 to present.

## Experience (continued)

- **Health Sciences Specialist**, Research Health Care Group, Veterans Affairs Medical Center, Tucson, AZ, November 1997 to September 1999.
- **Director**, Health Services Research Center, VAMC, Tucson, AZ, July 1996 to November 1997.
- **Program Coordinator**, Health Services Research Center, VAMC, Tucson, AZ, July 1995 to June 1996.
- **Research Associate**, Health Services Research Center, VAMC, Tucson, AZ, January 1995 to July 1995.
- **Data Analyst**, Cancer Prevention Center, University of Arizona, September 1994 to March 1995.
- **Research Assistant**, Women and Family Project, University of Arizona, August 1992 to December 1994.
- **Child and Family Specialist**, La Frontera, November 1990 to May 1992.
- **Research Assistant**, Centre for Human Development and Learning, The Open University, England, April 1988 to September 1990.
- **Editor/Author**, School of Education, The Open University, England, March 1989 to September 1990.
- **Research Assistant/Student Therapist**, Claremont Center for the Study of Autism, August 1983 to May 1985.

## Research Skills

- Grant writing
- Measurement design and analysis, including classical test theory techniques, factor analysis and item response analysis
- Quantitative data analysis techniques, including general linear models, individual growth curve analysis, logistic regression, multi-level modeling, structural equations modeling
- Qualitative techniques including designing, conducting, and analyzing semi-structured interviews, focus groups, concept mapping
- Statistical software proficiency:
  - SPSS
  - SAS
  - AMOS
  - EQS
  - ACCESS
  - EXCEL

## Publications

- Duncan, B., Shen, K. Zou, L., Han, T. Lu, Z. Zheng, H., **Walsh, M.**, Venker, C., Su, Y., Schnyer, R., Caspi, O. (2012). Evaluating intense rehabilitative therapies with and without acupuncture for children with cerebral palsy: a randomized controlled trial. *Archives of Physical Medicine and Rehabilitation*, 93(5), 808-815.
- Herman, P., Rissi, J., & **Walsh, M.** (2011). Health insurance status, medical debt, and the impact of each on access to care. *American Journal of Public Health*. Published online ahead of print, *American Journal of Public Health*, 10.2105/AJPH.2010.300080
- Beck, C. J. A., **Walsh, M.**, Ballard, R., Holzworth-Munroe, A., Applegate, A., and Putz, J. (2010). Divorce mediation with and without legal representation: A focus on intimate partner violence and abuse. *Family Court Review*, 48(4), 631-645.
- Herman, P. & **Walsh M.** (2011). Declines in hospital admissions for acute myocardial infarction, angina, stroke, and asthma after implementation of Arizona's comprehensive statewide smoking ban. *American Journal of Public Health*, 101(3), 491-496.
- Beck, C. J. A., **Walsh, M.**, Mechanic, M. & Taylor, C. (2010). Mediator assessment, documentation, and disposition of child custody cases involving intimate partner abuse: A naturalistic evaluation of one county's practices. *Law and Human Behavior*, 34, 227-240.
- Beck, C. J. A., **Walsh, M.**, & Weston, R. (2009). The difficult balance of safety versus access: Mediation agreements of families with intimate partner abuse. Invited paper. Special Issue of *Family Court Review*, 47(3), 401-415.
- Primack, B., **Walsh, M.**, Bryce, C., & Eissenberg, T. (2009). Waterpipe tobacco smoking among middle and high school students. *Pediatrics*, 123, e282-e288.
- Herman, P., Avery, D., Schemp, C. & **Walsh, M.** (2008). Are cost-inclusive evaluations worth the effort? *Evaluation and Program Planning*, 32, 55-61.
- Brumbach, B., **Walsh, M.**, & Figueredo, A.J. (2007). Sexual restrictedness in adolescence: A life history perspective. *Acta Psychologica Sinica*, 39, 481-488.
- McGuire, J., **Walsh, M.** & LeCroy, C. (2005). Content analyses of Title V Abstinence Only Education Programs: Links between program topics and participant responses. *Sexuality Research and Social Policy*, 2, 18-31.
- Adam, M., McGuire, J., **Walsh, M.**, Basta, J., & LeCroy, C. (2005) Acculturation as a predictor of the onset of sexual intercourse among Hispanic and White teens. *Archives of Pediatric and Adolescent Medicine*, 159, 261-265.
- **Walsh, M.**, Katz, M., Sechrest, L. (2002). Unpacking cultural factors in adaptation to Type II diabetes mellitus. *Medical Care*, 40(1 Supp), 129-139.
- **Walsh, M.**, Smith, R., Morales, A. & Sechrest, L. (2000). *Ecocultural Research: A Mental Health Researcher's Guide to the Study of Race, Ethnicity, and Culture*. Human Services Research Institute: Cambridge, MA.
- **Walsh, M.** (1999). *Unpacking Proxy Variables: Adaptation to Type II Diabetes*. Dissertation Abstracts International, Section A: Humanities & Social Sciences.

### Publications (continued)

- Bell, I., **Walsh M.**, Russek, L., Schwartz, G. (1999). Proposed applications of conventional research concepts and tools to homeopathic clinical research. *Journal of the American Institute of Homeopathy*, 92, 111-128.
- Bell, I., Warg-Damiani, L., Baldwin, C., **Walsh, M.**, & Schwartz, G. (1998). Self-reported chemical sensitivity and wartime chemical exposures in Gulf War veterans with and without decreased global health ratings. *Military Medicine*, 163, 725-732.
- Sechrest, L. & **Walsh, M.** (1997). Dogma or data: Bragging rights. *American Psychologist*, 52, 536-540.
- Bell, I.R., **Walsh, M.**, Goss, A., Gersmeyer, J., Schwartz, G., & Kanof, P. (1997). Cognitive dysfunction and disability in geriatric veterans with self-reported sensitivity to environmental chemicals. *Journal of Chronic Fatigue*, 3, 15-42.
- **Walsh, M.**, Richardson, K., & Faulkner, D. (1993). Perceptual, thematic and taxonomic relations in children's mental representations: Responses to triads. *European Journal of Psychology of Education*, 8, 85-102.
- **Walsh, M.** & Sheldon, S. (1991). Workbook 3: Case Studies. In *Working with Under Fives: An In-service Training Pack*. Course #PE365, produced through the Centre for Human Development & Learning, School of Education, The Open University, England.
- Charlop, M. & **Walsh, M.** (1986). Increasing autistic children's spontaneous verbalizations of affection: An assessment of time delay and peer modeling procedures. *Journal of Applied Behavior Analysis*, 19, 307-314.

### Evaluation Reports

- Daws, J., **Walsh, M.**, Kaplan, D., Dominguez, E.V. (2013) *Approaches to Public-Private Partnerships for Tobacco Cessation in Arizona: Employer Coverage Study*. Prepared for the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease.
- **Walsh, M.**, Dominguez, E.V. & Daws, J. (2013). *Community Partner Concept Mapping Project*. Prepared for the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease.
- **Walsh, M.**, Dominguez, E.V., Daws, J. & Kaplan, D. (2012). *First Things First Community Needs and Assets Reports*. Prepared for the following First Things First Regional Partnership Councils: Colorado River Indian Tribes; Hualapai Tribe; Gila River Indian Community; Navajo Nation; Tohono O'odham Nation; Central Maricopa; La Paz/Mohave; Santa Cruz; Southeast Maricopa; Yavapai.
- Daws, J. & **Walsh, M.** (2012). *Preschool dental-health survey results*. Prepared for Arizona Department of Health Services Office of Oral Health
- Daws, J. & **Walsh, M.** (2012). *Third-grade dental-health survey results*. Prepared for the Arizona Department of Health Services Office of Oral Health

**Evaluation Reports (continued)**

- **Walsh, M.** & Daws, J. (2011). *First Things First Regional Partnership Council Boundaries Review: Findings and Recommendations*. Prepared for the Arizona Early Childhood Development and Health Board.
- Daws, J., **Walsh, M.**, & Herman, P. (2011). *Health Insurance for Adults in Arizona*. Prepared for St. Luke's Health Initiatives.
- **Walsh, M.**, Dominguez, E.V., Avery, D., & Daws, J. (2010). *First Things First Community Needs and Assets Reports*. Prepared for the following First Things First Regional Partnership Councils: Colorado River Indian Tribes; Gila River Indian Community; La Paz/Mohave.
- Herman, P. & **Walsh, M.** (2010). *The Value of Smoking Prevention: An Estimate of the Dollar Value of Preventing One Otherwise-Smoker from Starting*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Daws, J. & **Walsh, M.** (2010). *Youth Access to Tobacco in Arizona During Fiscal Year 2008-09*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Malter, F., Chen, M-K., & **Walsh, M.** (2010). *Arizona Youth Tobacco Report 2009*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Herman, P., Chen, M-K., & **Walsh, M.** (2010). *Predictors for Improved Youth Treatment Program Placement: An Analysis of the GAIN-I Dataset*. Prepared for The Partnership.
- **Walsh, M.**, Herman, P., Chen, M-K. & Dominguez, E.V. (2009). *Report for My Border Research Initiative: Report on the Effect of 'Border Site' on Substance Use and Delinquency of Justice-Involved Minority Youth*. Prepared for The Partnership.
- Daws, J., Herman, P., Malter, F., & **Walsh, M.** (2009). *Tobacco Tax Evasion and Avoidance in Arizona*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Avery, D. & **Walsh, M.** (2009). *Arts for Critical Thinking (ACT): Process Evaluation Pilot*. Prepared for Arts for Critical Thinking.
- Daws, J. & **Walsh, M.** (2009). *Youth Access to Tobacco in Arizona During Fiscal Year 2007-08*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Chen, M-K., Herman, P., & **Walsh, M.** (2009). Mental health and cigarette smoking in Arizona. *Square One*, 6(4).
- Dominguez, E.V. & **Walsh, M.** (2009). *Arizona Department of Health Services Bureau of Tobacco Education and Prevention Evaluability Assessment*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Malter, F., Olderbaek, S., & **Walsh, M.** (2009). Examining the relationship between academic achievement and smoking in Arizona youth. *Square One*, 6(3)

**Evaluation Reports (continued)**

- Rissi, J., **Walsh, M.**, Daws, J., Chen, M-K., Herman, P., Malter, F., & Sechrest, L. (2008). *Health Insurance for Arizona Adults: Findings from the Arizona Health Survey 2008*. Prepared for St. Luke's Health Initiatives.
- Malter, F., Herman, P.M., Schemp, C. S. & **Walsh, M.** (2008). *Evaluation of Arizona's Statewide Smoking Ban – Comprehensive Evidence from Multiple Sources*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Avery, D. & **Walsh, M.** (2008). *Cessation Services Quit Rate Report: July-December 2007*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Malter, F., Olderbaek, S., & **Walsh, M.** (2008). *Arizona Youth Tobacco Survey 2007 Report*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Malter, F., Eisen-Cohen, E., & **Walsh, M.** (2008). Smoker populations in Maricopa County. *Square One*, 6(1).
- Malter, F., Williams, S., & **Walsh, M.** (2008). Statewide smoking ban reduces air pollution in Mohave County establishments by 99 percent. *Square One*, 5(6).
- Dominguez, E.V. & **Walsh, M.** (2007). *Arizona Health Care Cost Containment System (AHCCCS) Project Report: A Collaborative Project to Assess Tobacco-Related Activity among AHCCCS-Affiliated Health Plans, Healthcare Providers and Clients*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- Coffman, S. & **Walsh, M.** (2007). Hookah use gaining in popularity among youth. *Square One*, 4(3).
- Evaluation, Research and Development Unit (2006). *Arizona Youth Tobacco Survey 2005 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- Evaluation, Research and Development Unit (2006). *Arizona Adult Tobacco Survey 2005 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- Malter, J.F. & **Walsh, M.** (2006). *Spanish Adult Tobacco Survey 2005 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- **Walsh, M.** (2005). Young adult never smoker rates: Arizona vs. National. *Square One*, 3(5).
- Brown, C., **Walsh, M.** & Bothe, T. (2005). *Arizona Youth Tobacco Survey 2003 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.

### Evaluation Reports (continued)

- **Walsh, M.**, Basta, J., Nodora, J., Solop, F., Hagen, K., & McCarrier, K. (2004). Adult Tobacco Survey 2002 Executive Report. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- **Walsh, M.** (2004). American Indian Smoking Rates in Arizona. *Square One*, 2(8).
- Basta, J., Chen, M., & **Walsh, M.** (2004). Does Exposure to Smoking in the Home Matter if You are Trying to Quit? *Square One*, 2(6).
- Basta, J. & **Walsh, M.** (2004). Why Quit? Reasons Women and Men Give for Trying to Stop Smoking. *Square One*, 2(5).
- Basta, J., Sechrest, L., & **Walsh, M.** (2004). Self-Reported Adult Cigarette Consumption Declining in Arizona. *Square One*, 2(2).
- **Walsh, M.** (2004). Self-Reported Adult Cigarette Consumption Declining in Arizona. *Square One*, 2(1).
- Elm, A. & **Walsh, M.** (2004). Self-Reported Tobacco Use During Pregnancy. *Square One*, 1(4).
- Bothe, T. & **Walsh, M.** (2004). Patterns in Under-Age Cigarette Purchasing. *Square One*, 1(3).
- LeCroy & Milligan Associates, Inc. (2001). *Juvenile Drug/Family Court and Diversion Program Evaluation: Year 1 Final Report*. Prepared for the Arizona Governor's Division of Drug Policy.
- LeCroy & Milligan Associates, Inc. (2001). *The Arizona Abstinence Only Education Program Evaluation Annual Report June 2001*. Prepared for the Arizona Department of Health Services, Office of Women's and Children's Health.
- LeCroy & Milligan Associates, Inc. (2000). *Evaluation of the Arizona Abstinence Only Education Program: Year Two—Program Process and Short Term Program Outcomes*. Prepared for the Arizona Department of Health Services, Office of Women's and Children's Health.

### Workshops/Colloquia

- Figueredo, A.J., Sechrest, L., **Walsh, M.**, and Olderbak, S. (March, 2013). *Individual Growth Curve Analysis of Longitudinal Data*. Presented for the Department of Psychology, University of Arizona.
- **Walsh, M.** (July 2012, July 2011, July 2009, July 2008). *Health Program Evaluation*. Invited as part of the UA College of Medicine Clinical Leadership and Administration summer intensive.
- **Walsh, M.** (July 2012, July 2011, May 2010, May 2009, May 2008, May 2007, May 2006, May 2005, May 2004, July 2003, July 2002). *Applied Measurement and Statistics; Sampling, Recruitment and Retention; Mentoring*. Invited as part of the TriService Nursing Research Group Grant Development Workshop, presented at the Uniformed Services University, Bethesda, MD and Naval Air Station North Island, San Diego, CA.

**Workshops/Colloquia (continued)**

- **Walsh, M.** (July 2009). *Youth Prevention Program Evaluation*. Invited training for Arizona Youth Partnership's program directors and coordinators.
- Beck, C. J. A., Mechanic, M., Walsh, M., Taylor, C. S. (Nov 2008). *IPV Assessment, Screening and Accommodations: Implications for Court-Based Divorce Mediation*. Presentation to the conference, For the Sake of the Children: Advances in Family Dispute Resolution, Indiana University School of Law, Bloomington, IN.
- Beck, C. J. A., Mechanic, M., **Walsh, M.**, & Taylor, C. S. (2008). *IPV Assessment, Screening and Accommodations: Implications for Court-Based Divorce Mediation*. Presentation to the Arizona Legislative Committee on the Impact of Domestic Violence and the Courts, Phoenix, Arizona.
- Bowman, R. & **Walsh, M.** (May 2007). *Community Evaluation: The Perspective from Arizona*. Invited as part of the Centers for Disease Control's Office on Smoking and Health's evaluation netconference "Community Evaluation in Tobacco Use Prevention and Control: Two States' Perspectives".
- **Walsh, M.** & Baumann, C. (October 2006). *The Benefits of Regional Cooperation on Evaluation: Examples from the Western States Tobacco Control Evaluators Consortium*. Invited as part of the Centers for Disease Control's National Tobacco Control Program and Evaluation Meeting, Atlanta, GA.
- Dominguez, V. & **Walsh, M.** (October 2006). *Practical Interventions for Working with Low Socioeconomic Status Populations*. Invited as part of the Priority Populations and Coalitions Conference, Marina del Rey, CA.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (2005). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Closing Plenary, Arizona Association of Family and Conciliation Courts Annual Conference, Sedona, Arizona.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Invited colloquium presented at the Udall Center for Policy Studies, Tucson, Arizona.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Presented at Governor Janet Napolitano's Ending Domestic Violence, State-Wide Training Conference, Scottsdale, Arizona.
- Figueredo, A.J., & **Walsh, M.** (April 2002). *Construct Validity : The Case of Emergent Variables*. Mini-tutorial. Arizona Evaluation Network Annual Meeting, Tucson, AZ.
- Sechrest, L. and **Walsh, M.** (June, 2001). *Characterizing Rural Communities*. Annual meeting of the National Association for Rural Mental Health Research, Wilmington, NC. Workshop invited and sponsored by the Office of Rural Mental Health, National Institutes of Mental Health.

### Workshops/Colloquia (continued)

- **Walsh, M.**, and LeCroy & Milligan Associates (September 2000). *Evaluation Institute for Arizona Abstinence-Only Education Program Providers*, Tucson, AZ. Sessions included: Designing for Impact: How will the evaluation answer the question “Does the program work?”; Statewide Preliminary Outcome Findings: What we’ve learned and how you can use it; and More News to Use: Utilizing individual site report data.
- **Walsh, M.** (June 1999). *Cultural Factors in Adaptation to Chronic Illness*. Invited colloquium, University of Fribourg, Switzerland.
- Sechrest, L. & **Walsh, M.** (October 1998). *Developing a Nursing Research Program*. Conducted at the College of Nursing, Texas Woman’s University, Denton, TX.
- Figueredo, A.J., Sechrest, L., & **Walsh, M.** (September and November 1998). *Individual Growth Curve Analysis of Longitudinal Data*. Conducted at the Department of Psychology and College of Nursing, University of Arizona, Tucson, AZ.
- Sechrest, L. & **Walsh, M.** (August 1997). *Advancing Understanding of the Rural Experience: the Ecocultural Approach*. Conducted at the National Association of Rural Mental Health Conference, Grand Forks, N.D.
- Figueredo, A.J. & **Walsh, M.** (April 1997). *Evaluating Small Programs*. Conducted as a pre-session to the Arizona Evaluation Network Annual Meeting, Mesa, AZ.
- Sechrest, L., **Walsh, M.** & Stickle, T. (July 1996) *Measurement for Effective Program Evaluation and Program Evaluation: A Basic Course*. Conducted at the Evaluation Institute in Baltimore, MD.
- **Walsh, M.** (April 1996). *Developing Conceptual and Analytic Models*. Conducted as part of two-day seminar conducted by EGAD entitled *Toward a Comprehensive Strategy of Research Design, Method, and Data Analysis*.
- **Walsh, M.** & Gerdeman, A. (December 1995). *Improving the Quality of Data*. Conducted at Tucson VA Medical Center.
- Babcock, J. & **Walsh, M.** (September 1995). *Preparing a Successful Letter of Intent*. Conducted at Tucson VA Medical Center.
- Workshop Associate (March 1997 and September 1995). *Arizona Research Day*, Tucson VA Medical Center.
- Workshop Associate (June 1995). Half-day workshop for the Arizona Evaluation Network.

### Conference Proceedings

- Saul, JE, Guy, MC, **Walsh, M.**, Luckett, P., & Bailey, J. (February 2011). *The Relationship Between Reach and Spending in U.S. Quitlines*. Society for Research on Nicotine and Tobacco, 17th Annual Meeting, Toronto, Canada.
- Beck, C. J. A., **Walsh, M.**, Ballard, R.H, Holtzworth-Munroe, A., Applegate, A.G., Putz, J. W., & Anderson, E. R. (June 2010). *Divorce Mediation & Legal Representation: A Focus on Intimate Partner Violence and Abuse*. Presented at the 47th Annual Conference of the Association of Family and Conciliation Courts, Denver, CO.

**Conference Proceedings (continued)**

- Saul, J., Connell, C., MacNevin, P., Avery, D., & **Walsh, M.** (November 2009). *North American Quitlines in 2008: Results of the NAQC Annual Survey of Quitlines*. Presented as a poster at the Canadian National Conference on Tobacco or Health, Montréal, Québec.
- **Walsh, M.**, Malter, F., Daws, J., & Herman, P. (November 2009). *Using Multiple Sources of Evidence to Evaluate Policy Changes: Examining the Impact of the 2007 Smoke-Free Arizona Act*. Presented at the American Evaluation Association Annual Meeting, Orlando, FL.
- **Walsh, M.**, Saul, J., & Leischow, S. (November 2009). *Evaluating Collaboration Effectiveness in Disperse and Diverse Contexts: The Case of Tobacco Quitlines in North America*. Presented as part of the panel *Taming, Testing and Tapping Collaboration: A Panel Discussion on Multi-level Methods and Models for Evaluating Communities of Practice* at the American Evaluation Association Annual Meeting, Orlando, FL.
- Beck, C.J.A., **Walsh, M.**, Weston, R., & Mechanic, M. (November 2009). *Analysis of Divorce Mediation Agreements of Families Reporting Intimate Partner Abuse/Violence*. Presented at the Association of Behavioral and Cognitive Therapies Annual Convention, New York, NY.
- Doyle, J., **Walsh, M.**, Malter, F., Daws, J., Herman, P. (June 2009) *Illegal Trafficking of Commercial Tobacco*. Presented at the National Conference on Tobacco or Health, Phoenix, AZ.
- Beck, C.J.A., **Walsh, M.**, Mechanic, M., & Tehee, M. (May 2009). *Mediator identification and response to IPV in couples participating in divorce mediation*. Presented at Association of Family and Conciliation Courts, 46<sup>th</sup> Annual Conference in New Orleans, LA.
- Beck, C. J. A., **Walsh, M.** Mechanic, M., Taylor, C. S. (March 2009). *A Naturalistic Evaluation of Mediator Assessment, Documentation, and Disposition of Child Custody Cases Involving IPV*. Presented at the American Psychology-Law Society Annual Conference, San Antonio, TX.
- Beck, C. J. A., Mechanic, M., **Walsh, M.**, Taylor, C. S. (March 2008). *IPV Assessment in the Context of Divorce Mediation*. Presented at the American Psychology-Law Society Annual Conference, St. Petersburg, Florida.
- Bowman, R. & **Walsh, M.** (November 2007). *Implementing Process Evaluation in a Dispersed State Program*. Presented at the American Evaluation Association Annual Meeting, Baltimore, MA.
- Voelker, S., Daws, J., & **Walsh, M.** (November 2007). *Applications of Geographic Information Systems in Local and Statewide Evaluation*. Presented at the American Evaluation Association Annual Meeting, Baltimore, MA.
- **Walsh M.** & Herman PM. (November, 2007). *Costs and effects from several sources? Putting it all together with a Monte Carlo simulation*. Presented as part of the panel *Money Talks: Including Costs in Your Evaluation* at the American Evaluation Association Annual Meeting, Baltimore, MA.

**Conference Proceedings (continued)**

- Dominguez, E.V. & **Walsh, M.** (June, 2007). *Tobacco Use among American Indians in Arizona: What we know and what we need to learn*. Invited presentation at the American Indian Tobacco Cessation and Health Conference, Sedona, AZ.
- **Walsh, M.** & Dominguez, E.V. (February, 2007). *Examining American Indian Smoking Rates*. Poster presented at the Society for Research in Nicotine and Tobacco Annual Meeting, Austin, TX.
- **Walsh, M.** (October, 2006). *An Overview of Bootstrapping for Program Evaluation*. Presented as part of the panel *Introduction to the Application of Bootstrapping in Program Evaluation* at the American Evaluation Association Annual Meeting, Portland, OR.
- **Walsh, M.** (October, 2006). *Moving Beyond Surveillance Methodology as a Primary Measurement Tool in a Public Health Program Evaluation and Health Policy Consequences of Evaluation Data*. Presented as part of the panel *The Use of Multiple Methodologies to Inform Public Health Evaluations* at the American Evaluation Association Annual Meeting, Portland, OR.
- **Walsh, M.** (October, 2006). *Surveillance Methods in Evaluation: Survey Methods*. Presented at the Joint International Conference of the European and UK Evaluation Societies, London, England.
- **Walsh, M.** & Menke, J.M. (September, 2006). *Clearing the Air in Flagstaff, AZ*. Invited presentation at the *Coalition for Tobacco Free Arizona Annual Meeting*, Tempe, AZ.
- Malter, J.F., Dominguez, E.V., & **Walsh, M.** (July 2006). *Methodological Issues in Tobacco Use Surveillance of Hispanics in the Southwest*. Poster presented at the 13th World Conference on Tobacco and Health, Washington, D.C.
- Malter, J.F., Williams, S., & **Walsh, M.** (June, 2006). *Smoking Disparities Lead to Cancer Disparities—Tackling a ‘Smoker Stronghold’*. Presented at Reducing Cancer Disparities in Arizona, Chandler, AZ.
- Menke, J.M., **Walsh, M.**, Hagen, K., Sechrest, L., Najab, J., McKnight, P. (November, 2005). *Modification of p53 Mediated Risk from ETS by Reducing Cigarette Smoke in Flagstaff, Arizona*. Poster presented at 11 th Annual Duke Nicotine Conference, Durham, NC.
- **Walsh, M.** , Brown, C., & Voelker, S. (October, 2005). *Use of Geographic Information Systems in Program Evaluation*. Presented at the American Evaluation Association Annual Meeting, Toronto, Canada.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (August, 2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Presented at Governor Janet Napolitano’s Ending Domestic Violence Statewide Training Conference, Scottsdale, AZ.
- Beck, C. J. A., **Walsh, M.**, Mechanic, M. & Taylor, C. (March, 2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Presented at the American Psychology-Law Society Conference, Scottsdale, AZ.

**Conference Proceedings (continued)**

- Nodora, J., **Walsh, M.**, Basta, J. (December 2003). *Developing an evaluation plan for a comprehensive tobacco control program*. Presented at the National Conference on Tobacco or Health, Boston, MA.
- **Walsh, M.** (November 2003). *Surveillance and measuring reduction of tobacco use as part of the panel: Improving Outcomes Assessment of (Tobacco) Prevention and Control Programs*. Presented at the American Evaluation Association Annual Meeting, Washington, D.C.
- **Walsh, M.** & Figueredo, A.J. (July 2003). *Calibration and the measurement of change as part of the panel Measuring and Understanding Individual Differences in Change*. Presented at the 11 th biennial meeting of the International Society for the Study of Individual Differences, Graz, Austria.
- **Walsh, M.** & Figueredo, A.J. (June 2003). *Sexual restrictedness in adolescence as part of the panel Life History Strategy as an Individual Difference*. Presented at the 15 th Annual Meeting of the Human Behavior and Evolution Society, Lincoln, Nebraska.
- Figueredo, A.J. & **Walsh, M.** (March 2003). *Structural modeling of emergent variables in psychology and the social sciences*. Presented at the 6th National and 5th International Conference on Thinking and Language, at the University of Sonora, Hermosillo.
- **Walsh, M.** (November 2002). Getting NECGD: The search for converging evidence as part of the panel Ruling in the Program: Challenges of a Multi-site Abstinence Only Education Program Evaluation. Presented at the American Evaluation Association Annual Meeting, Washington, D.C.
- Adam, M., Reyna V.F., & **Walsh, M.** (March 2002) *Health Educators' Biases in Risk Estimation of Sexually Transmitted Infections*. Presented at STD Prevention Conference, San Diego, CA.
- Figueredo, A.J., & **Walsh, M.** (March 2002). *Identificación y estudio de variables latentes y emergentes por medio de modelos de ecuaciones estructurales*. Invited Paper. III Congreso Nacional de Estadística, Colegio de Profesionales en Ciencias Económicas de Costa Rica, San José, Costa Rica.
- **Walsh, M.** (November 2001). *Beyond proxy variables: Measuring what you mean as part of the panel: Variables, Relationships and Theories: Choosing Your Battles and Measures*. Presented at the American Evaluation Association Annual Meeting, St. Louis, Missouri.
- **Walsh, M.** (November 2001). *Status variables as causes as part of the panel: Causal Explanations in Program Evaluation*. Presented at the American Evaluation Association Annual Meeting, St. Louis, Missouri.
- **Walsh, M.** and Davis, M. (September 2001). *Toward a taxonomy of methods as part of a panel on identifying and measuring method variance*. Presented at the 6 th European Conference on Psychological Assessment, Aachen, Germany.

**Conference Proceedings (continued)**

- **Walsh, M.** and Sechrest, L. (September 2001). *Dimensions of residential geography: rural vs. urban*. Presented at the 6 th European Conference on Psychological Assessment, Aachen, Germany.
- McGuire J., **Walsh M.**, Adam M., Wilhelm O. (April, 2001). *Running the bases: Development of sexual behavior in adolescence*. Presented at the Society for Research in Child Development, Minneapolis, MN.
- **Walsh, M.** (November 2000). *Issues in power analysis: Reliability, validity and design* as part of the panel: *Power in Multivariate Analysis*. Presented at the American Evaluation Association Annual Meeting, Honolulu, Hawaii.
- **Walsh, M.** (November 2000). *Assessing the impact of the Arizona abstinence-only education programs*. Invited presentation at the Arizona Evaluation Network Fall Conference, Phoenix, AZ.
- **Walsh, M.**, Basta, J. & McGuire, J. (October 2000). *Cultural factors in teen pregnancy prevention: Data from the Arizona Abstinence-Only Until Marriage program evaluation*. Plenary session at the Arizona Coalition on Adolescent Pregnancy and Parenting conference Cultural Considerations: Healthy Youth, Healthy Sexuality, Teen Pregnancy, Teen Parenting, Mesa, AZ.
- **Walsh, M.** (November 1999). *The entitivity of adaptation to chronic illness* as part of the panel: *The Entitivity of Emergent Variables II: Applicable Quantitative Methods*. Presented at the American Evaluation Association Annual Meeting, Orlando, FL.
- **Walsh, M.** (November 1999). *Measuring eco-cultural factors in health services research* as part of the panel: *Methodological Issues in Health Care Evaluations* Presented at the American Evaluation Association Annual Meeting, Orlando, FL.
- **Walsh, M.** (August 1999). *Assessing ethnicity and race in mental health research*. Presented at the 5 th European Conference on Psychological Assessment, Patras, Greece.
- **Walsh, M.** (November 1998). *Cultural factors in adaptation to chronic illness*. Presented at the American Evaluation Association Annual Meeting, Chicago, IL.
- Bell, I., **Walsh, M.**, and Schwartz, G. (November 1998). *Proposed applications of conventional research tools to homeopathic clinical research*. Presented at the 4 th Annual Homeopathic Research Network Symposium, Washington, DC.
- Figueredo, A.J. and **Walsh, M.** (June 1998). *Longitudinal data analysis in rehabilitation research*. Presented at the 6 th European Congress on Research in Rehabilitation: Improving Practice by Research, Berlin, Germany.
- Kroesen, K. and **Walsh, M.** (April 1998). *U.S. veterans' accommodation to chronic illness*. Presented at the Society for Applied Anthropology Annual Meeting, San Juan, Puerto Rico.
- **Walsh, M.**, Kroesen, K., Bernheimer, C., and Katz, M. (February 1998). *Cultural factors in adaptation to chronic illness*. Presented at the Veterans Affairs Health Services Research and Development Service Sixteenth Annual Meeting, Washington D.C.

### Conference Proceedings (continued)

- **Walsh, M.** (November 1997). *Beyond sex, race, and education: improving on the use of proxy variables in evaluation*. Presented at the American Evaluation Association Annual Meeting, San Diego, CA.
- **Walsh, M.** and Sechrest, L. (October 1997). *Making the most of small data sets*. Presented at the Australasian Evaluation Society Conference, Adelaide, Australia.
- Sechrest, L. and **Walsh, M.** (April 1997) *Research methodology and rural mental health research*. Presented at *From Research to Practice: A Conference on Rural Mental Health Research*, Oxford, MS. Sponsored by NIMH and the University of Mississippi.
- **Walsh, M.** (November 1996). *Growth curve analysis in health services research*. Presented at the American Evaluation Association Annual Meeting, Atlanta, GA.
- **Walsh, M.** (November 1996). *Calibration of measures in health services research*. Presented at the American Evaluation Association Annual Meeting, Atlanta, GA.
- **Walsh, M.**, Babcock, J., & Gerdeman, A. (November 1995). *Race as a construct: measurement issues*. Presented at the International Evaluation Conference, Vancouver, Canada.

### Research Support

#### Current Funding

- FRS 456660 (Walsh, PI) 2010-2013  
Blanket contract for evaluation services to the Arizona Department of Health, Division of Public Services, Public Health Prevention Services. Clients include the Bureau of Women's & Children's Health, Bureau of Tobacco & Chronic Disease, Bureau of Nutrition & Physical Activity, and Bureau of Health Systems Development  
Role: Principal Investigator  
Funding Agency: Arizona Department of Health
- FRS 4206490 (Walsh, P.I.) 2013  
Navajo Nation Regional Needs and Assets Report completion.  
Role: Principal Investigator  
Funding Agency: First Things First
- FRS 4206510 (Walsh, P.I.) 2013  
Statewide Needs and Assets Data Tables.  
Role: Principal Investigator  
Funding Agency: First Things First
- FRS 4206520 (Walsh, PI) 2012-13  
First Things First Regional Boundary Review.  
Role: Consultant to Taskforce  
Funding Agency: First Things First

## Completed Funding

- EPS 090070-24 (Walsh, PI) 2009-2013  
Blanket contract for program evaluation, needs assessment and survey research services for the Governor's Office for Children, Youth and Families  
Role: Principal Investigator  
Funding Agency: Arizona Department of Administration
- FRS 222310 (Walsh, PI) 2009 – ongoing  
Decision Support, Evaluation Services and Education account. Clients have included Asian Pacific Community in Action (2009-2011), Vermont Program for Quality in Health Care (2009), Arts for Critical Thinking (2009), Arizona Youth Partnership (2009)
- FRS 422640 (Walsh, P.I.; Mastergeorge, Co-P.I.; Borden, Co-PI) 2011-2012  
Regional Needs and Assets Reports for the following Regional Partnership Councils: Central Maricopa, Colorado River Indian Tribes, Gila River Indian Community, Hualapai Indian Tribe, La Paz/Mohave, Santa Cruz, Southeast Maricopa, Tohono O'odham Nation, Yavapai. Funding Agency: First Things First
- FRS 25150 (Walsh, P.I.) 2011  
Statewide Needs and Assets Data Tables.  
Role: Principal Investigator  
Funding Agency: First Things First
- FRS 422640 (Walsh, PI) 2011  
First Things First Regional Boundary Review.  
Role: Principal Investigator  
Funding Agency: First Things First
- R01 CA 128638-01A1 (Leischow, PI) 2008-2011  
Knowledge Integration in Quitlines: Networks that Improve Cessation  
Role: Co-investigator  
Funding Agency: National Institutes of Health
- NIJ 2007-WG-BX-0028 (Beck, PI) 2007-2010  
Intimate Partner Violence in Mandatory Divorce Mediation: Outcomes from a Long-Term Multi-cultural Study  
Role: Data Analyst  
Funding Agency: National Institute of Justice
- FRS 448380 (Walsh, PI) 2009-2010  
Evaluation of Specialized Navajo Traditional Treatments  
Role: Principal Investigator  
Funding Agency: Navajo Department of Behavioral Health

**Completed Funding (continued)**

- FRS 452570 (Walsh, PI) 2009-2010  
Community Needs and Assets Assessment: La Paz/Mohave, Colorado River Indian Tribes, and Gila River Indian Community Regions  
Role: Principal Investigator  
Funding Agency: Arizona Early Childhood Development and Health Board (First Things First)
- AZ ISA HS655323 (Sechrest, PI) 2002-2010  
Tobacco Education and Prevention Program Evaluation  
Role: Senior Evaluator  
Funding Agency: Arizona Department of Health Services
- FRS 444530 (Bowman, PI) 2009-2010  
Management and Analysis of Annual North American Quitline Consortium Survey  
Role: Co-Investigator  
Funding Agency: North American Quitline Consortium
- FRS 441660 (Walsh, PI) 2009  
Development of Grantee Data Reporting Requirements and Templates  
Role: Principal Investigator  
Funding Agency: Arizona Early Childhood Development and Health Board (First Things First)
- FRS 407130 (Walsh, PI) 2008- 2010  
MyBorder Project Data Analysis  
Role: Principal Investigator  
Funding Agency: Pima Prevention Partnership
- FRS 442880(Bowman, PI) 2008-2010  
Arizona Health Survey Data Portal Development  
Role: Co-Investigator  
Funding Agency: St. Luke's Health Initiatives
- FRS 433870(Walsh, PI) 2008-2009  
Management and Analysis of Arizona Health Survey  
Role: Principal Investigator  
Funding Agency: St. Luke's Health Initiatives
- FRS 430190 (Walsh, PI) 2008-2009  
Management and Analysis of Annual North American Quitline Consortium Survey  
Role: Principal Investigator  
Funding Agency: North American Quitline Consortium

### **Completed Funding (continued)**

- HSR&D PCC-98033 ( Bell, PI) 1998-1999  
Complementary Medical Treatment Among Veterans Accessing VA Primary Care  
Role: Co-Investigator  
Funding Agency: VA Health Services Research and Development
- HSR&D ECV 97-009 (Katz, PI) 1997-1998  
Cultural Factors in Adaptation to Chronic Illness  
Role: Project Director  
Funding Agency: VA Health Services Research and Development
- HSR&D DEV 94-024 (Katz, PI) 1994-1997  
Established a Health Services Research Center within Research Service at the Tucson Veterans Affairs Medical Center  
Role: Co-Investigator  
Funding Agency: VA Health Services Research and Development
- Alzheimer's Association of Arizona (Kaszniak, PI) 1996-1997  
Pilot Evaluation of the Arizona Model Alzheimer's Disease Specific Residential Care Program  
Role: Project Director  
Funding Agency: Alzheimer's Association

### **Academic Honors and Awards**

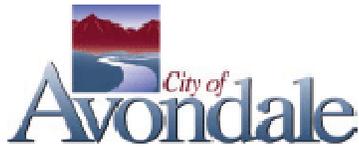
- University of Arizona Graduate Assistantships, 1993-1994.
- Marshall Scholarship, 1985-87.
- Outstanding Research in Behavioral Analysis, Claremont McKenna College, 1985.
- Departmental Honors, Psychology & Philosophy, Claremont McKenna College, 1985.
- Army ROTC Scholarship, 1982-83.
- Outstanding ROTC Cadet, Greater Los Angeles Area, 1983.
- ROTC Cadet of the Year, Claremont Colleges, 1983.

### **Professional Service**

- Member, Pima County Juvenile Justice Data Committee, 2011-2013
- Associate Member, University of Arizona Cancer Center, Cancer Prevention and Control Program, 2008 - present
- Panel reviewer, Canadian Tobacco Control Research Initiative's Quitline Evaluation, 2006-2007

**Professional Service (continued)**

- Vice-President for Budget and Finance, Arizona Evaluation Network, May 2000-May 2002
- Member, Electronic Communications Committee, American Evaluation Association, April 1998-April 1999
- Member, VA HSR&D Databases Advisory Board, August 1997 to August 1998.
- Chair, Electronic Communications Committee, American Evaluation Association, October 1996 - March, 1998
- Ad Hoc Reviewer: American Journal of Public Health; Journal of Consulting and Clinical Psychology; Metabolism; Psychological Methods; Quality of Life Research; American Journal of Evaluation



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3166-214 - Parks, Recreation, and Libraries Advisory Board

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the merger of the Parks and Recreation Advisory (the Parks) Board and the Library Advisory Board (LAB) into the Parks, Recreation, and Libraries (PRL) Board.

**DISCUSSION:**

On February 10, 2014 at the City of Avondale City Council work session, staff provided the City Council with information on the proposed merger of the Parks Board and the LAB. The current boards have similar goals and objectives, which supports the merger. Both boards:

- Provide citizen input to council and staff on quality of life issues for City of Avondale residents
- Are staffed by the Parks, Recreation, and Libraries Department
- Are responsible for the development of a citizen-focused perspective on the needs, priorities, and funding of library and recreation projects and programs

The combined board bylaws will be consistent with the bylaws of other City of Avondale Boards, Commissions, and Committees (BCC). Over the past few years, the City of Avondale has standardized all of the BCC bylaws. The combined board will follow the standard bylaws, with the following exceptions:

- Membership will include seven regular members and one alternate. However, upon consolidation, all current members of the former boards will automatically become members of the combined board for a period of time equal to their current respective terms or resignation. The combined board members shall serve as voting members of the combined Board until the dates that would have been the conclusion of their respective terms, after which time the Board membership shall be composed of seven regular members and one alternate member.
- The combined board will initially have a total of 12 members: 7 current Parks and Recreation Board members and 5 current Library Advisory Board members.
- The combined board will also serve as the designated Avondale Tree Board, and coordinate and review the naming process of all City of Avondale facility naming requests. The Parks Board members currently serve in both capacities.

Both the Library Advisory Board and the Parks Board unanimously approved the merger. The City Council also reviewed the merger during the February 10, 2014 work session and suggested the newly formed board be named the Parks, Recreation, and Library Board.

**BUDGETARY IMPACT:**

There is no budgetary impact involved with this City Council Request.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution consolidating the City of Avondale Parks and Recreation Advisory Board with the Library Advisory Board to establish a new City of Avondale Parks, Recreation, and Libraries Advisory Board and adopting bylaws.

**ATTACHMENTS:**

Click to download

[Resolution 3166-214](#)

**RESOLUTION NO. 3166-214**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CONSOLIDATING THE CITY OF AVONDALE PARKS AND RECREATION ADVISORY BOARD WITH THE LIBRARY ADVISORY BOARD OF THE CITY OF AVONDALE INTO A NEW CITY OF AVONDALE PARKS, RECREATION, AND LIBRARIES ADVISORY BOARD AND ADOPTING BYLAWS.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) previously created (i) the City of Avondale Parks and Recreation Advisory Board (the “Parks and Recreation Advisory Board”) to advise the City Council and staff on matters relating to Parks and Recreation services and (ii) the Library Advisory Board of the City of Avondale (the “Library Advisory Board”) to promote library interests and foster closer relations between the Avondale Public Library and the community; and

**WHEREAS**, based on the common interests of the Parks and Recreation Advisory Board and the Library Advisory Board, the City Council desires to consolidate those two boards and to create the City of Avondale Parks, Recreation, and Libraries Advisory Board (the “Parks, Recreation, and Libraries Advisory Board”) to advise the City Council and staff on matters relating to the quality of life for Avondale residents and visitors; and

**WHEREAS**, the City Council desires to adopt bylaws for the Parks, Recreation, and Libraries Advisory Board, which will govern the operation of the Parks, Recreation, and Libraries Advisory Board.

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

**SECTION 1.** The Parks and Recreation Advisory Board and the Library Advisory Board are hereby consolidated into a new Parks, Recreation, and Libraries Advisory Board.

**SECTION 2.** The City of Avondale Parks and Recreation Advisory Board Bylaws, Amended and Restated May 3, 2010, and the Bylaws of the Library Advisory Board of the City of Avondale (Amended and Restated 6-1-09) are hereby deleted in their entirety.

**SECTION 3.** The City of Avondale Parks, Recreation, and Libraries Advisory Board Bylaws are hereby adopted substantially in the form attached hereto in Exhibit A, and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 18, 2014.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3166-214

[City of Avondale Parks, Recreation, and Libraries Advisory Board Bylaws]

See following pages.

**CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES ADVISORY BOARD  
BYLAWS**

I. Name. The name of this organization shall be the *City of Avondale Parks, Recreation, and Libraries Advisory Board* (the “Board”).

II. Powers and Duties of the Board. The Board shall:

A. Advisory Body. Advise the City Council and City staff on matters and issues pertaining to the quality of life for Avondale residents and visitors, particularly relating to parks, recreation and libraries. This includes, but is not limited to, the planning of future parks and libraries, the modification of existing facilities, the planning of current and future programs and activities and input in the preparation of department strategic plans.

B. Tree Board. Serve as the designated Avondale Tree Board in accordance with the requirements of the City of Avondale’s Tree City USA designation. It shall be the duty of the Tree Board to advise and provide input to City staff on matters pertaining to an annual comprehensive tree plan, which includes, but is not limited to, tree care, preservation, pruning, planting, removal or disposal of trees and shrubs in City parks, along streets and in other public areas.

III. Membership and Composition.

A. Consolidation. Effective as of February 18, 2014, the City Council approved consolidation of the Parks and Recreation Advisory Board and the Library Advisory Board (the “Former Boards”). Upon consolidation, all current members of the Former Boards will automatically become members of the Board for a period of time equal to their current respective terms on the Former Boards or until their earlier resignation. Until the expiration of the terms, or earlier resignation or removal, of the members of the Former Boards, the total membership of the Board shall be the number of former members who choose to serve on the Board. These transitioned Former Boards board members shall serve as voting members of the Board until the dates that would have been the conclusion of their respective terms on the Former Boards, after which time the Board membership shall be as set forth in Section III(B) below.

B. Number of Board Members. Except as provided in Section III(A), the Board shall be composed of seven regular members (collectively, the “Members”). The Board also shall have one alternate member (“Alternate Member”) who shall attend and may participate in Board meetings but shall not vote in any Board meeting.

C. Membership Eligibility and Appointment. Each of the Members and the Alternate Member shall be Avondale residents and shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. Appointment of Members and the Alternate Member shall be conducted according to the City Council Rules of Procedure.

D. Term. Unless appointed to fill a vacancy mid-term, each Member’s or Alternate Member’s term of office shall be three years, unless the Member or Alternate Member resigns sooner or is removed from his or her position.

E. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.

F. Vacancy. Any vacancy on the Board shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council pursuant to the established procedures. If an Alternate Member has not been appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.

G. Attendance. All Members and the Alternate Member are required to attend all Board meetings unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and the Member shall be grounds for removal as outlined in Section G below.

H. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council; provided, however, that in the case of removal of a Member or Alternate Member due to excessive absences, it shall be assumed that said Member or Alternate Member has chosen to forfeit his or her seat on the Board. The Board may vote to remove said Member or Alternate Member upon a seven-day notification to the Member or Alternate Member of the Board's intent to vote on his or her removal.

I. Statement of Ethics. Members and the Alternate Member shall observe the Statement of Ethics, attached hereto as Appendix A and incorporated herein by reference.

#### IV. Board Officers and Staff.

A. Chairperson and Vice-Chairperson. At the first regularly scheduled Board meeting of each calendar year, the Board shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Board meetings, (ii) decide all points of order and procedure, (iii) appoint committees if necessary and coordinate the work of the committees, (iv) serve as a representative of the Board to other governmental units on such matters as have been approved and designated by the Board and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Board and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a simple majority vote of the Members then present at the next meeting of the Board.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a Board meeting by an affirmative vote of a three-fourths majority of the Members then present.

E. City Staff Liaison. The City of Avondale Parks, Recreation and Libraries Director or authorized designee shall serve as the City Staff Liaison to furnish support to the Board as requested or as required to advise and furnish professional and technical advice.

F. Legal Counsel. The Board may request that the Avondale City Attorney or authorized designee provide legal advice on points of order, procedure, or other matters related to the Board's duties.

V. Board Meetings.

A. Frequency. Board meetings shall be held monthly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Board Meetings. Additional Board meetings may be held (i) on the call of the Chairperson, (ii) by the request of two or more Members or (iii) by giving notice to all the Members and the Alternate Member by electronic, telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law, at least 24 hours before the meeting.

C. Participation by the Public. Board meetings shall be open to the public. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A Board meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. The Alternate Member may not vote at any Board meeting.

E. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Board meeting in accordance with the Arizona Open Meeting Law.

F. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

G. Open Meeting Law. The Board is subject to the Arizona Open Meeting Law.

VI. Standing and Special Committees.

A. Standing Committees. The Board may create standing committees at the beginning of each calendar year as it deems necessary to carry on the work of the Board. The

term shall be for the remainder of the calendar year or until terminated by a vote of the Board at a regular meeting.

B. Special Committees. The Board may create special committees for specific purposes as it deems necessary. Such committees shall automatically dissolve when their work is completed and after their final report has been accepted by the Board.

VII. Amendments. Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members then present. The Board will then forward the recommendations for amendments to the Bylaws to the City Council for its approval.

APPENDIX A  
TO  
CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES ADVISORY BOARD  
BYLAWS

[Statement of Ethics]

See following page.

## STATEMENT OF ETHICS

Board Members must promote a high level of service while observing ethical standards.

Board Members must avoid situations in which personal interests might be served.

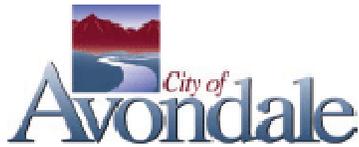
It is incumbent upon any Board Member to immediately disqualify himself or herself whenever an actual conflict of interest exists or the appearance of a conflict of interest exists.

Board Members must distinguish clearly in their actions and statements between their personal philosophies and attitudes and those of the organization, acknowledging the formal position of the Board even if they personally disagree.

A Board Member must respect the confidential nature of Board business while being aware of and in compliance with applicable laws governing freedom of information.

A Board Member may not represent the Board in any official capacity except as provided for in the Bylaws or as such authority is granted and approved by the Board at a regular or special meeting of the Board.

A Board Member shall not receive a salary or other compensation for services as a Board Member.



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinances 1532-214 and 1534-214 - Acquisition of ROW for 107th Avenue, Van Buren and Roosevelt Street

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt two ordinances authorizing the acquisition of a portion of right-of-way along 107th Avenue from and including portions of Roosevelt Street to and including portions of Van Buren Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

**BACKGROUND:**

On November 4, 2013, City Council approved the Municipal Aesthetics Program Funding Agreement with SRP for relocating SRP power and irrigation facilities. The project on 107th Avenue from Roosevelt Street to Van Buren Street was identified as a priority project. Right-of-way dedication for improvements within this project area is also a stipulation in the Pre-Annexation Development Agreement for the Roosevelt Park Development, through Resolution No. 2254-01 approved by City Council on July 16, 2001. Portions of this right-of-way are requested to be dedicated in advance of development to allow for design and construction undergrounding the open irrigation lateral located along the west side of 107th Avenue north of Van Buren Street. Other improvements under design include relocation of the overhead 69Kv transmission line and widening of 107th Avenue roadway.

**DISCUSSION:**

This action is to approve the acquisition of an approximately 1.75 acre area of right-of-way owned by CCM Parcap Roosevelt, LLC. and about 9.31 acres from the Anderson family and trusts needed for the 107th Ave improvement project along with planned improvements on Roosevelt and Van Buren. The right-of-way consists of the north 85 feet of Van Buren to 931 feet west of 107th Avenue which includes a 20 foot wide strip for the Van Buren multiuse path; portions of the west half of 107th Avenue from Van Buren to Roosevelt Street include 30 foot wide strips needed for Power Transmission relocation and separate 30 foot wide strips required for SRP Irrigation easements with USA Fee exchange. The balance of right-of-way is for transportation and irrigation facilities and consist of the south 90 foot wide half of Roosevelt to quarter mile west of 107th Avenue. The Roosevelt right-of-way width is planned to accommodate future light rail. A curvilinear leftover portion of the previous Roosevelt Park layout alignment of Corporate Drive/Roosevelt right-of-way extending to 111th Avenue is required to remedy and realign that remnant.

**BUDGETARY IMPACT:**

Funding for the dedication, purchase or condemnation and associated legal fees for the acquisition of the property is available in CIP Street Fund Line Item No 304-1330-00-8420.

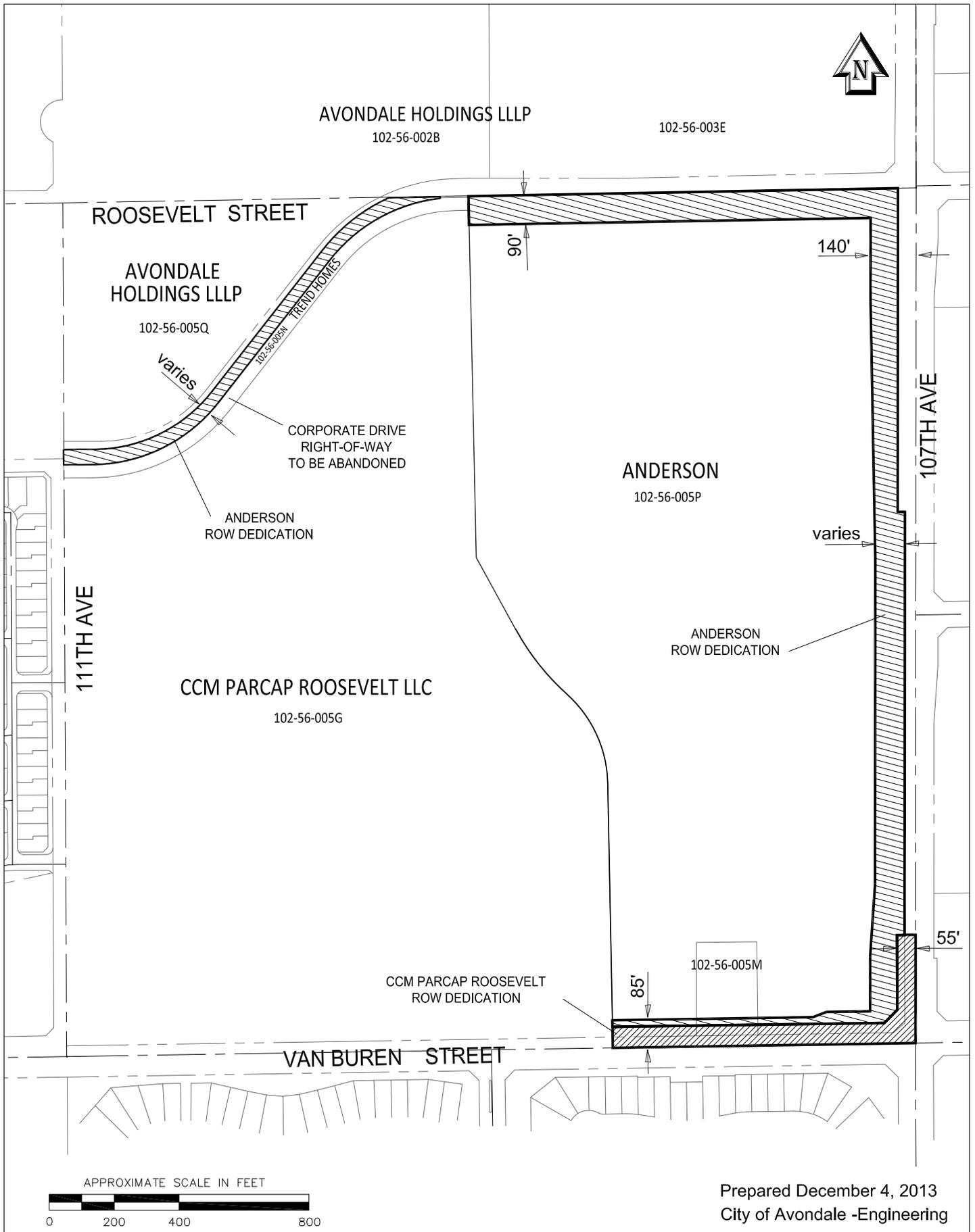
**RECOMMENDATION:**

Staff recommends that the City Council adopt two ordinances authorizing the acquisition of a portion of right-of-way of 107th Avenue from and including portions of Roosevelt Street to and including portions of Van Buren Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

**ATTACHMENTS:**

Click to download

- [Location Map](#)
- [Ordinance 1532-214](#)
- [Ordinance 1534-214](#)



Van Buren, 107th Ave and Roosevelt St Right-of-way  
**LOCATION MAP**

Prepared December 4, 2013  
 City of Avondale -Engineering

**ORDINANCE NO. 1532-214**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR PUBLIC USE.

**WHEREAS**, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of applicable law; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to acquire certain real property to provide (i) for the construction and relocation of power facilities along the west side of 107th Avenue, north of Van Buren Street and (ii) for the future development of the multiuse corridor project on Van Buren Street from 99th Avenue to the Agua Fria River area.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The dedication of real property comprising  $\pm$  0.810 acres, Maricopa County Assessor’s parcel numbers: 102-56-005G, 102-56-005K and 102-56-005L, generally located on the north side of Van Buren Street, west of 107th Avenue in Avondale, Arizona (the “Property”), as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (“Parcel 1”), is hereby accepted.

SECTION 3. The dedication of real property comprising  $\pm$  0.938 acres, Maricopa County Assessor’s parcel numbers: 102-56-005G, 102-56-005K and 102-56-005L, generally located on the north side of Van Buren Street, west of 107th Avenue in Avondale, Arizona (the “Property”), as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (“Parcel 2”), is hereby accepted.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 18, 2014.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1532-214

[Legal Description and Maps]

See following pages.

**LEGAL DESCRIPTION  
RIGHT OF WAY DEDICATIONS  
(CCM PARCAP ROOSEVELT, LLC)**

The following described Parcels located in the southeast quarter (SE1/4) of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

**PARCEL NO. 1 (new right of way)**

Commencing at the southeast corner of said Section 6, being marked by a City of Avondale brass cap in hand hole, from which for a bearing reference the south quarter corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole per point 54231-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, bears South 89° 05' 04" West, 2613.68 feet (combined grid to ground scale factor 1.000126616); and from which for a second bearing reference the east quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole, bears North 00° 02' 16" East, 2636.74 feet (combined grid to ground scale factor 1.000126616);

Thence along the south line of said Section 6, South 89° 05' 04" West, 931.02 feet;

Thence leaving said south line, North 00° 54' 56" West, 33.00 feet to the north line of the south 33.00 feet of said Section 6, also potentially being the north line of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1983-0390976, and the POINT OF BEGINNING;

Thence leaving said north line, continuing North 00° 54' 56" West, 32.00 feet to the north line of the south 65.00 feet of said Section 6, being an angle point of the parcel described in Maricopa County Recorders Office instrument no. 2006-0457064;

Thence along the north line of said parcel described in instrument no. 2006-0457064, also being the last said north line of the south 65.00 feet of Section 6, North 89° 05' 04" East, 837.08 feet to a point on the west line of the east 95.00 feet of said Section 6;

Thence leaving last said north line of the south 65.00 feet, along the northwesterly line of said parcel described in instrument no. 2006-0457064, North 44° 34' 09" East, 57.04 feet to a point of intersection on the north line of the south 105.00 feet of said Section 6 and the west line of the east 55.00 feet of said Section 6, said west line also being a west line of said parcel described in instrument no. 2006-0457064;

Thence leaving said northwesterly line, along said west line of the east 55.00 feet of Section 6, also being a said west line of the parcel described in instrument no. 2006-0457064; North 00° 02' 16" East, 230.00 feet to the east-most north line of said parcel described in instrument no. 2006-0457064;

Thence leaving said west line, along last said north line, South 89° 57' 44" East, 22.00 feet to the west line of the east 33.00 feet of said Section 6, also potentially being the west line of the "Road Declared" as recorded in Maricopa County Records Office Instrument no. 1985-0131462;

Thence leaving last said north line, along last said west line, South 00° 02' 16" West, 281.63 feet to a point on the north line of the south 53.00 feet of said Section 6 per roadway easement recorded in Maricopa County Records Office instrument no. 1985-0223266;

Thence leaving last said west line, along the northwesterly line of said roadway easement instrument no. 1985-0223266, South 44° 33' 40" West, 28.52 feet to the intersection of the west line of the east 53.00 feet of said Section 6 with the said north line of the south 33.00 feet of Section 6, said intersection per said roadway easement instrument no. 1985-0223266;

Thence leaving said northwesterly roadway easement line, along said north line of the south 33.00 feet of Section 6, also being said potential north line of the "Road Declared" as recorded in Maricopa County Records Office Instrument no. 1983-0390976, South 89° 05' 04" West, 878.56 feet to the POINT OF BEGINNING;

Parcel no. 1 contains 35,298 square feet or 0.810 acres, more or less.

Exhibit Map, pages 1 and 2 attached and made a part hereon.

**PARCEL NO. 2 (any potential underlying fee interest)**

The east 931.00 feet of the south 33.00 feet AND the south 334.00 feet of the east 33.00 feet of said southeast quarter (SE1/4) of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, said south 33.00 feet potentially being the width of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1983-0390976, and the east 33.00 feet potentially being the width of the "Road Declared" as recorded in Maricopa County Recorders Office Instrument no. 1985-0131462;

AND

Per the roadway easement recorded in Maricopa County Recorders Office instrument no. 1985-0223266, transcribed as follows:

That portion of the Southeast one-quarter (SE1/4) of Section Six (6), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as:

Beginning at the Point of Intersection of the North line of the South Thirty-three (33) feet and the West line of the East Thirty-three (33) feet of said Southeast one-quarter (SE1/4) of Section Six (6); THENCE Westerly, Twenty (20) feet along said North line of the South Thirty-three (33) feet to a point; THENCE in a Northeasterly direction to a point on said West line of the East Thirty-three (33) feet that is Twenty (20) feet Northerly from said Point of Intersection; THENCE Southerly to the Point of Intersection.

Parcel no. 2 contains 40,874 square feet or 0.938 acres, more or less.

Exhibit Map, pages 1 and 2 attached and made a part hereon.

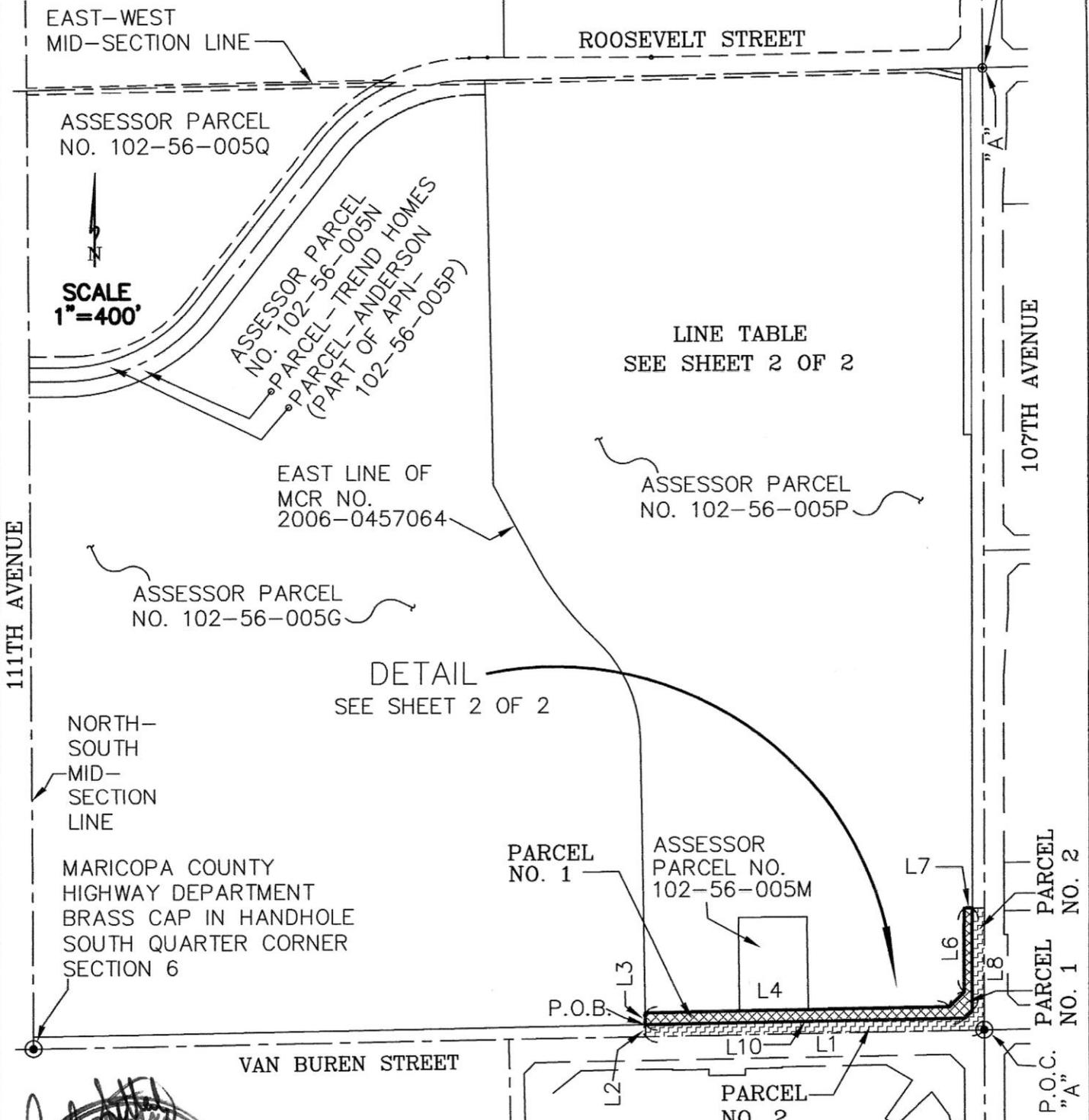


EXPIRES 03/31/2016

# EXHIBIT MAP

PAGE 1 OF 2

EAST QUARTER  
CORNER SECTION 6



SCALE  
1"=400'

LINE TABLE  
SEE SHEET 2 OF 2

DETAIL  
SEE SHEET 2 OF 2

MARICOPA COUNTY  
HIGHWAY DEPARTMENT  
BRASS CAP IN HANDHOLE  
SOUTH QUARTER CORNER  
SECTION 6

REVISED 01/30/2014



-  PROPOSED RIGHT OF WAY
-  POTENTIAL UNDERLYING FEE

"A" = CITY OF AVONDALE  
BRASS CAP IN HANDHOLE  
MCR = MARICOPA COUNTY  
RECORDERS  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCING

**CRS**  
CONSULTANT REGISTERED  
SURVEYING  
8732 E. PICCADILLY ROAD  
SCOTTSDALE, ARIZONA  
480-620-1382

EXPIRES 03/31/2016

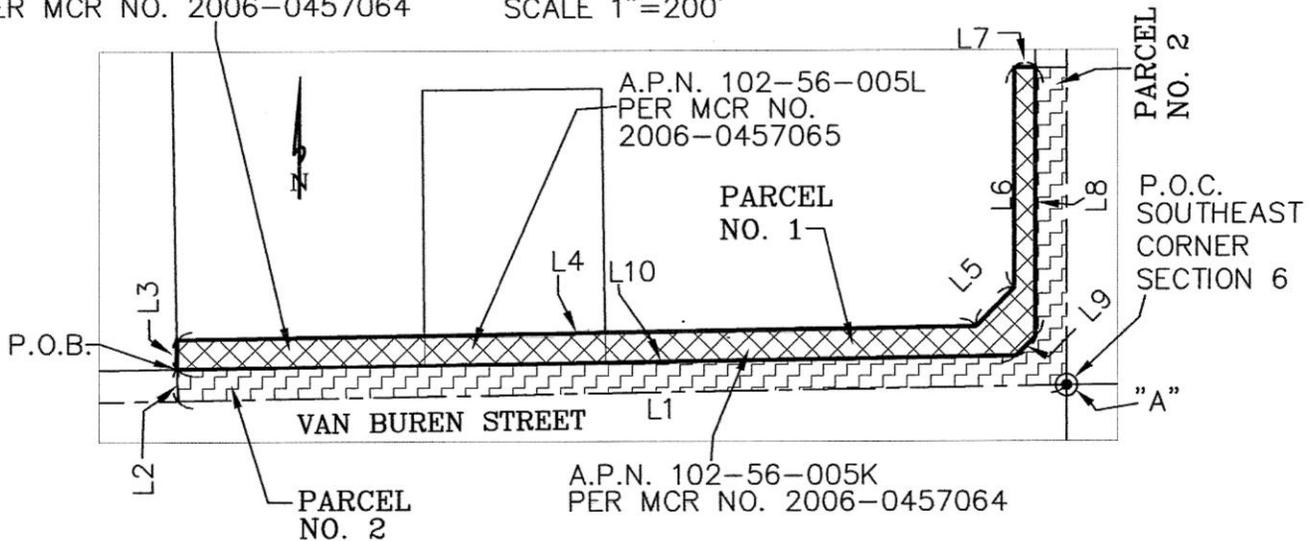
# EXHIBIT MAP

PAGE 2 OF 2

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 931.02 | S89°05'04"W |
| L2         | 33.00  | N00°54'56"W |
| L3         | 32.00  | N00°54'56"W |
| L4         | 837.08 | N89°05'04"E |
| L5         | 57.04  | N44°34'09"E |
| L6         | 230.00 | N00°02'16"E |
| L7         | 22.00  | S89°57'44"E |
| L8         | 281.63 | S00°02'16"W |
| L9         | 28.52  | S44°33'40"W |
| L10        | 878.56 | S89°05'04"W |

A.P.N. 102-56-005G  
PER MCR NO. 2006-0457064

DETAIL  
SCALE 1"=200'



EXPIRES 03/31/2016

-  PROPOSED RIGHT OF WAY
-  POTENTIAL UNDERLYING FEE

"A"= CITY OF AVONDALE  
BRASS CAP IN HANDHOLE  
MCR=MARICOPA COUNTY  
RECORDERS  
P.O.B.= POINT OF BEGINNING  
P.O.C.= POINT OF COMMENCING

REVISED 01/30/2014

**CRS**  
CONSULTANT REGISTERED  
SURVEYING  
8732 E. PICCADILLY ROAD  
SCOTTSDALE, ARIZONA  
480-620-1382

**ORDINANCE NO. 1534-214**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

**WHEREAS**, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of applicable law; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to acquire certain real property to provide (i) for the construction and relocation of power facilities along the west side of 107th Avenue, north of Van Buren Street (ii) for the future development of the multiuse corridor project on Van Buren Street from 99th Avenue to the Agua Fria River area and (iii) for other municipal purposes as the City Council deems appropriate.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition of certain real property comprising  $\pm$  1.224 acres, being a portion of Maricopa County Assessor’s Parcel No. 102-56-005P, generally located east of 111th Avenue, south of Roosevelt Street, in Avondale, Arizona, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (“Parcel 1”), is hereby authorized.

SECTION 3. The acquisition of certain real property comprising  $\pm$  8.090 acres, being a portion of Maricopa County Assessor’s parcel numbers: 102-56-005P and 102-56-005M generally located north of Van Buren Street, west of 107th Avenue, south of Roosevelt Street, in Avondale, Arizona, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (“Parcel 2”), is hereby authorized.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 18, 2014.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1534-214

[Legal Description and Maps]

See following pages.

**LEGAL DESCRIPTION  
RIGHT OF WAY DEDICATIONS  
(ANDERSON PROPERTIES)**

The following described Parcels no. 1 and 2 located in the southeast quarter (SE1/4) of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

**PARCEL NO. 1 (111<sup>th</sup> Avenue to Roosevelt old Corporate Drive Alignment Remnant)**

Commencing at the south quarter corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole per point 54231-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, from which for a bearing reference the southeast corner of said Section 6, being marked by a City of Avondale brass cap in hand hole, bears North 89° 05' 04" East, 2613.68 feet (combined grid to ground scale factor 1.000126616).

Thence along the north-south mid-section line of said Section 6, North 00° 16' 43" West, 1835.37 feet to the west most northwest corner of that parcel described in Maricopa County Recorders Office Instrument no. 2007-0099665, also being the POINT OF BEGINNING;

Thence continuing along said north-south mid-section line North 00° 16' 43" West, 38.00 feet to the west most southwest corner of that parcel described in Maricopa County Recorders Office Instrument no. 2007-0933123;

Thence leaving said north-south mid-section line, along the south line of said parcel described in Maricopa County Recorders Office Instrument no. 2007-0933123, North 89° 43' 15" East, 95.00 feet to a tangent curve concave northwesterly, having a radius of 460.00 feet;

Thence continuing along said south line of the parcel described in Maricopa County Recorders Office Instrument no. 2007-0933123, along said tangent curve, along an arc length of 413.57 feet, subtended by a angle of 51° 30' 47";

Thence continuing along said south parcel line, along a tangent line, North 38° 12' 28" East, 557.98 feet to a tangent curve concave southeasterly, having a radius of 540.00 feet;

Thence continuing along said south parcel line, along said tangent curve, along an arc length of 269.46 feet, subtended by an angle of 28° 35' 27", to the south line of said parcel described in Instrument no. 2007-0933123, also being the east-west mid-section line of said Section 6, from which the center quarter corner of said Section 6, marked by a 5/8" rebar with 2 inch washer stamped "CRS 28742" per Maricopa County Recorders Office Results of Survey recorded in Book 1075, Page 20, bears South 88° 59' 24" West, 1014.76 feet;

Thence along said south line of parcel Instrument no. 2007-0933123 and along said east-west mid-section line, North 88° 59' 24" East, 159.20 feet to a non-tangent curve, concave southeasterly, having a radius of 502.00 feet and a radial bearing of North 06° 07' 29" West, also being a point on the northerly line of that said parcel described in Maricopa County Recorders Office Instrument no. 2007-0099665, said point being South 88° 59' 24" West, 1454.33 feet from the east quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole in the position of point 54214-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43;

Thence leaving said east-west mid section line, along the said northerly line of said Maricopa County Recorders Office Instrument no. 2007-0099665, along said non-tangent curve an arc length of 400.12 feet, subtended by an angle of 45° 40' 03";

Thence continuing along said northerly line of Maricopa County Recorders Office Instrument no. 2007-0099665, along a tangent line, South 38° 12' 28" West, 557.98 feet to a tangent curve concave northwesterly, having a radius of 498.00 feet;

Thence continuing along said northerly line of Maricopa County Recorders Office Instrument no. 2007-0099665, along said tangent curve, having an arc length of 447.74 feet, subtended by an angle of 51° 30' 47";

Thence continuing along said northerly line, South 89° 43' 15" West, 95.00 feet to the POINT OF BEGINNING.

Parcel no. 1 contains 53,305 square feet or 1.224 acres, more or less.

Parcel no. 1 is subject to any interests described in 1923 Maricopa County Recorders Office Book 175 of deeds, Page 206 and in 1922 Maricopa County Recorders Office Book 132 of deeds, Page 392.

Exhibit Map, pages 1, 2, and 3 attached and made a part hereon.

**PARCEL NO. 2 (Roosevelt Street, 107<sup>TH</sup> Avenue, and Van Buren Street Alignments)**

Commencing at the east quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole in the position of point 54214-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, from which for a bearing reference the southeast corner of said Section 6, being marked by a City of Avondale brass cap in hand hole, bears South 00° 02' 16" West, 2636.74 feet (combined grid to ground scale factor 1.000126616).

Thence along the east-west mid-section line of said Section 6, South 88° 59' 24" West, 55.01 feet to the west line of the east 55.00 feet of said Section 6, being the POINT OF BEGINNING;

Thence along said west line, South 00° 02' 16" West, 1000.08 feet;

Thence leaving last said west line, parallel with said east-west mid-section line, North 88° 59' 24" East, 22.00 feet to the west line of the east 33.00 feet of said Section 6;

Thence along last said west line, South 00° 02' 16" West, 1301.97 feet to the east most north line of the parcel described in Maricopa County Recorders Office instrument no. 2006-0457064;

Thence leaving last said west line, along said north parcel line, North 89° 57' 44" West, 22.00 feet back to the said west line of the east 55.00 feet of Section 6;

Thence along last said west line, also being the east most west line of said parcel described in Maricopa County Recorders Office instrument no. 2006-0457064, South 00° 02' 16" West, 230.00 feet to the north line of the south 105.00 feet of said Section 6;

Thence leaving last said west line, continuing along said parcel line per instrument no. 2006-0457064, South 44° 34' 09" West 57.04 feet to the intersection of the west line of the east 95.00 feet of said Section 6, with the north line of the south 65.00 feet of said Section 6;

Thence along said north line of the south 65.00 feet of Section 6, continuing along said parcel line per instrument no. 2006-0457064, South 89° 05' 04" West, 837.08 feet to the west most east line of said parcel per instrument no. 2006-0457064;

Thence leaving said north line of the south 65 feet of Section 6, along said west most east line of parcel per instrument no. 2006-0457064, North 00° 54' 56" West, 20.00 feet to the north line of the south 85.00 feet of said Section 6;

Thence leaving said west most east line of parcel per instrument no. 2006-0457064, along last said north line, North 89° 05' 04" East, 613.45 feet;

Thence leaving last said north line, North 68° 38' 52" East, 42.96 feet to the north line of the south 100.00 feet of said Section 6;

Thence along last said north line, North 89° 05' 04" East, 138.96 feet to the west line of the east 140.00 feet of said Section 6;

Thence leaving last said north line, along last said west line, North 00° 02' 16" East, 167.56 feet;

Thence leaving last said west line, North 03° 51' 04" East, 225.54 feet to the west line of the east 125.00 feet of said Section 6;

Thence along last said west line, North 00° 02' 16" East, 1008.93 feet;

Thence leaving last said west line, North 01° 03' 23" West, 785.58 feet back to said west line of the east 140.00 feet of said Section 6;

Thence continuing along last said west line, North 00° 02' 16" East, 259.52 feet to the south line of the north 90.00 feet of the said southeast quarter of Section 6;

Thence leaving last said west line, along said south line, South 88° 59' 24" West, 1226.42 feet back to said west most east line of the parcel per instrument no. 2006-0457064;

Thence leaving said south line, along said west most east line, North 01° 00' 39" West, 90.00 feet back to said east-west mid-section line of Section 6;

Thence along said east-west mid-section line, North 88° 59' 24" East, 1313.09 feet to the POINT OF BEGINNING;

Parcel no. 2 contains 352,392 square feet or 8.090 acres, more or less.

Parcel no. 2 is subject to any interests described in 1922 Maricopa County Recorders Office Book 132 of deeds, Page 392.

Exhibit Map, pages 1, 2, and 3 attached and made a part hereon.



*expires 3/31/16*

# EXHIBIT MAP

EAST QUARTER  
CORNER SECTION 6

PARCEL NO. 2

PAGE 1 OF 3

EAST-WEST  
MID-SECTION LINE

(SEE SHEET  
3 OF 3)

P.O.B. - SEE SHEET 3 OF 3

P.O.B.

ROOSEVELT STREET

P.O.C.

ASSESSOR PARCEL  
NO. 102-56-005Q

ROAD R/W  
PER DEED  
2007-0933123

PARCEL  
NO. 1

ASSESSOR PARCEL  
NO. 102-56-005N  
PARCEL - TREND HOMES  
(PART OF APN -  
102-56-005P)

SOUTH LINE  
MCR BOOK 132,  
PAGE 392 OF DEEDS

SCALE  
1"=400'

LINE AND CURVE TABLES  
SEE SHEET 3 OF 3

P.O.B.  
SEE  
SHEET  
2 OF 3

ASSESSOR PARCEL  
NO. 102-56-005G

EAST LINE OF  
MCR NO.  
2006-0457064

ASSESSOR PARCEL  
NO. 102-56-005P

PARCEL  
NO. 2

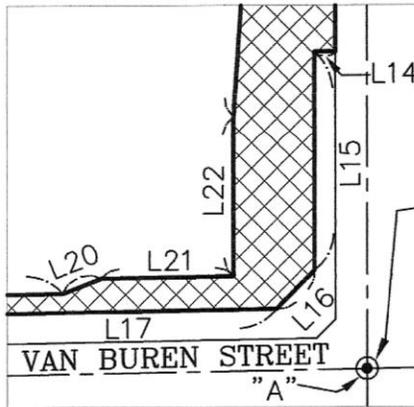
NORTHERLY LINE  
OF MCR NO.  
2007-0099665

111TH AVENUE

## DETAIL

SCALE 1"=200'

NORTH-SOUTH  
MID-SECTION LINE



SOUTHEAST  
CORNER  
SECTION 6

ASSESSOR  
PARCEL NO.  
102-56-005M

107TH AVENUE

P.O.C.

MARICOPA COUNTY  
HIGHWAY DEPARTMENT  
BRASS CAP IN HANDHOLE  
SOUTH QUARTER CORNER  
SECTION 6

PER MCR NO. 2006-0457064



EXPIRES 03/31/2016

PROPOSED RIGHT OF WAY

"A" = CITY OF AVONDALE  
BRASS CAP IN HANDHOLE  
MCR = MARICOPA COUNTY  
RECORDERS

P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCING

# CRS

CONSULTANT REGISTERED  
SURVEYING  
8732 E. PICCADILLY ROAD  
SCOTTSDALE, ARIZONA  
480-620-1382

CENTER QUARTER CORNER  
MONUMENT 5/8" REBAR  
SECTION 6

# EXHIBIT MAP

PAGE 2 OF 3

EAST QUARTER  
CORNER SECTION 6  
"A"

SOUTH LINE  
MCR BOOK 132,  
PAGE 392 OF DEEDS

L9

R2  
RADIAL

L8

L6

R1  
RADIAL

ROAD R/W PER DEED  
2007-0933123

UNDEFINED WIDTH  
MCR BOOK 175,  
PAGE 206 OF DEEDS

PARCEL  
NO. 2  
(SEE SHEET  
1 OF 3)

ASSESSOR PARCEL  
NO. 102-56-005N (P)  
PARCEL ANDERSON

PARCEL  
NO. 1

ASSESSOR PARCEL  
NO. 102-56-005N  
PARCEL TREND HOMES

ASSESSOR PARCEL  
NO. 102-56-005G

NORTHERLY LINE  
OF MCR NO.  
2007-0099665

UNDEFINED WIDTH  
MCR BOOK 175,  
PAGE 206 OF DEEDS

LINE AND CURVE TABLES  
SEE SHEET 3 OF 3

P.O.B.

111TH AVENUE

NORTH-  
SOUTH  
MID-  
SECTION  
LINE

SOUTH QUARTER CORNER  
SECTION 6  
MARICOPA COUNTY  
HIGH WAY DEPARTMENT  
BRASS CAP IN HANDHOLE



SCALE  
1"=200'



EXPIRES 03/31/2016

P.O.C.



PROPOSED RIGHT OF WAY

"A"= CITY OF AVONDALE  
BRASS CAP IN HANDHOLE

MCR=MARICOPA COUNTY  
RECORDERS

P.O.B.= POINT OF BEGINNING

P.O.C.= POINT OF COMMENCING

## CRS

CONSULTANT REGISTERED  
SURVEYING  
8732 E. PICCADILLY ROAD  
SCOTTSDALE, ARIZONA  
480-620-1382

# EXHIBIT MAP

PAGE 3 OF 3

| LINE TABLE |         |             |
|------------|---------|-------------|
| LINE       | LENGTH  | BEARING     |
| L1         | 1835.37 | S00°16'43"E |
| L2         | 38.00   | N00°16'43"W |
| L3         | 95.00   | N89°43'15"E |
| L4         | 557.98  | N38°12'28"E |
| L5         | 95.00   | S89°43'15"W |
| L6         | 1454.33 | S88°59'24"W |
| L7         | 557.98  | S38°12'28"W |
| L8         | 159.20  | N88°59'24"E |
| L9         | 1014.76 | S88°59'24"W |
| L10        | 55.01   | S88°59'24"W |
| L11        | 1000.08 | S00°02'16"W |
| L12        | 22.00   | N88°59'24"E |
| L13        | 1301.97 | S00°02'16"W |
| L14        | 22.00   | N89°57'44"W |
| L15        | 230.00  | S00°02'16"W |
| L16        | 57.04   | S44°34'09"W |
| L17        | 837.08  | S89°05'04"W |
| L18        | 20.00   | N00°54'56"W |
| L19        | 613.45  | N89°05'04"E |
| L20        | 42.96   | N68°38'52"E |
| L21        | 138.96  | N89°05'04"E |
| L22        | 167.56  | N00°02'16"E |
| L23        | 225.54  | N03°51'04"E |
| L24        | 1008.93 | N00°02'16"E |
| L25        | 785.58  | N01°03'23"W |
| L26        | 259.52  | N00°02'16"E |
| L27        | 1226.42 | S88°59'24"W |
| L28        | 90.00   | N01°00'39"W |
| L29        | 1313.09 | N88°59'24"E |

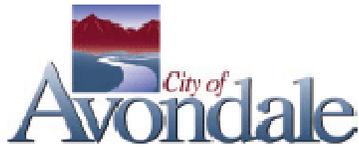
| CURVE TABLE |        |        |           |
|-------------|--------|--------|-----------|
|             | R      | L      | DELTA     |
| C1          | 460.00 | 413.57 | 51°30'47" |
| C2          | 540.00 | 269.46 | 28°35'27" |
| C3          | 502.00 | 400.12 | 45°40'03" |
| C4          | 498.00 | 447.74 | 51°30'47" |

| RADIAL TABLE |             |
|--------------|-------------|
| R1           | N06°07'29"W |
| R2           | N23°12'05"W |



EXPIRES 03/31/2016

**CRS**  
 CONSULTANT REGISTERED  
 SURVEYING  
 8732 E. PICCADILLY ROAD  
 SCOTTSDALE, ARIZONA  
 480-620-1382



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1533-214 Acquisition of Three Parcels of ROW for Van Buren Multi-Use Corridor near Avondale Boulevard

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance authorizing the acquisition of three parcels of right-of-way for the Van Buren Multi-Use Corridor project located east and west of Avondale Boulevard and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

**BACKGROUND:**

On May 20, 2013, City Council approved by Resolution 3110-513 the Intergovernmental Agreement with Maricopa County Flood Control District for the Van Buren Drainage-Recreation Corridor Project commonly named the Van Buren Multiuse Corridor Project. Staff has completed the necessary due diligence to request approval to acquire three (3) of the required parcels of right-of-way for the project.

**DISCUSSION:**

The right-of-way consists of three (3) parcels of property on the north side of Van Buren Street; two (2) adjoining rectangular parcels with a combined area of 3.53 acres are located about 757 feet east of Avondale Boulevard at the Park Avenue alignment and one (1) square parcel with a gross area of one acre is located about one quarter mile west of Avondale Boulevard. An approximate 120 foot wide strip of right-of-way through the parcels will be used for the corridor. The balance of the remaining property will be dedicated as right-of-way for transportation, used as open space or combined with adjacent property upon development.

**BUDGETARY IMPACT:**

Funding is available in CIP Street Fund Line Item No. 304-1286-00-8420. The Flood Control District is expected to pay a proportionate share of the right-of-way cost under the terms of the IGA.

**RECOMMENDATION:**

Staff recommends that City Council adopt an ordinance authorizing the acquisition of three parcels of right-of-way for the Van Buren Multi-Use Corridor project located east and west of Avondale Boulevard and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

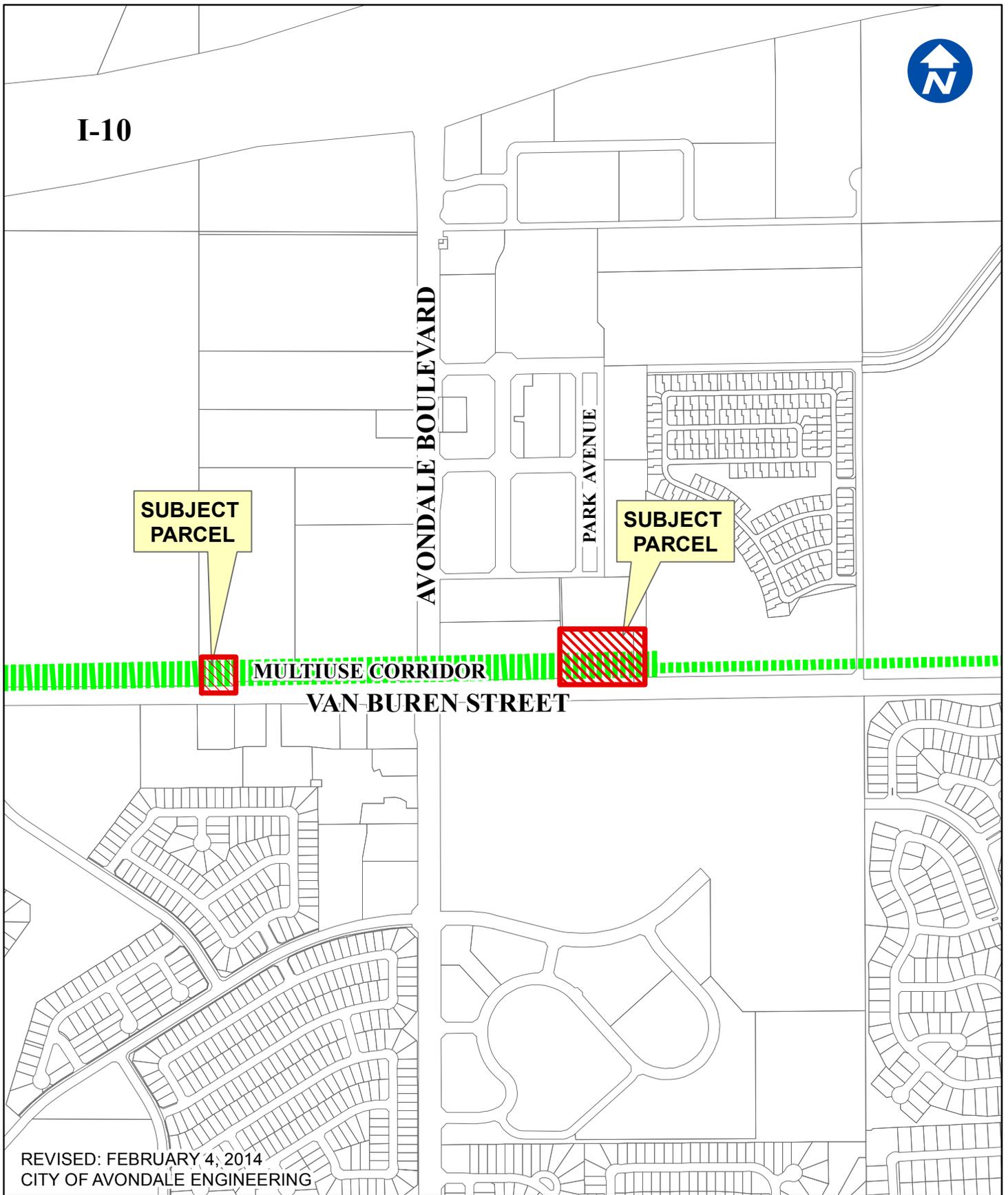
**ATTACHMENTS:**

Click to download

[Location Map](#)

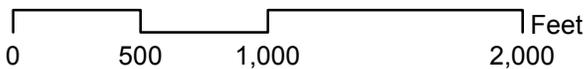
[Ordinance 1533-214](#)

# LOCATION MAP



REVISED: FEBRUARY 4, 2014  
CITY OF AVONDALE ENGINEERING

## APPROXIMATE SCALE



## Van Buren Multiuse Corridor Parcel Acquisition East and West of Avondale Boulevard

**ORDINANCE NO. 1533-214**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

**WHEREAS**, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

**WHEREAS**, the City Council desires to authorize the acquisition of certain real property generally located on Van Buren Street from 99th Avenue to the Agua Fria River area for the Van Buren Street Channel project.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase or dedication of two parcels of real property totaling ± 3.53 acres, Maricopa County Assessor’s parcel numbers: 102-57-009A and 102-57-002B, generally located east of Avondale Boulevard, north of Van Buren Street, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Toles Parcels”), is hereby authorized.

SECTION 3. The acquisition, by purchase or dedication of a ± 1.01 acre parcel of real property, Maricopa County Assessor’s Parcel No. 500-01-007F, generally located west of Avondale Boulevard, north of Van Buren Street, as more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Swanson Parcel”), is hereby authorized.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 18, 2014.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1533-214

[Legal Description and Map of Toles Parcels]

See following pages.

Van Buren Multiuse Corridor  
Right-of-way  
Toles Parcels 102-57-009A and 102-57-002B

## LEGAL DESCRIPTION

### PARCEL NO. 1:

That part of the Southwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Southeast corner of Lot 7 of said Southwest quarter;

Thence East, along the South line of said Southwest quarter, a distance of 72.00 feet;

Thence North 0 degrees 45 minutes East, a distance of 346.00 feet to a set pipe;

Thence Westerly, a distance of 73.00 feet to a point on the East line of said Lot 7, which bears North 0 degrees 29 minutes East, a distance of 346.00 feet from the Southeast corner thereof;

Thence South 0 degrees 29 minutes West, along the East line of said Lot 7, a distance of 345.00 feet to the Point of Beginning;

EXCEPT the South 33 feet.

### PARCEL NO. 2:

The East 517 feet of the South 346.00 feet of Lot 7 of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part described as follows:

Beginning at a point on the South line of said Lot 7, which bears West a distance of 517.00 feet from the Southeast corner thereof;

Thence East along the South line of said Lot 7, a distance of 102.17 feet to a point;

Thence North 0 degrees 25 minutes West, a distance of 346.00 feet to a point in the North line of the South 346.00 feet of said Lot 7;

Thence West, along the North line of the South 346.00 feet of said Lot 7, a distance of 96.70 feet to a point in the West line of the East 517.00 feet of said Lot 7;

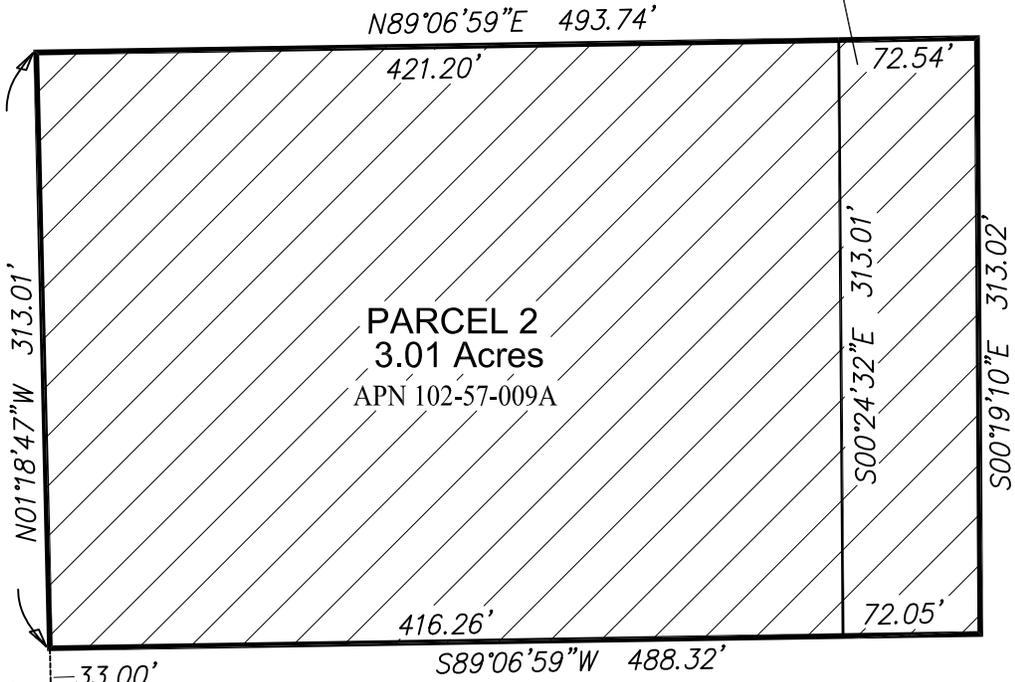
Thence South 0 degrees 29 minutes West, along the West line of the East 517.00 feet of said Lot 7, a distance of 346.00 feet to the Point of Beginning;

and also Except the South 33 feet.



AVONDALE BOULEVARD

PARCEL 1  
0.52 Acres  
APN 102-57-002B



PARCEL 2  
3.01 Acres  
APN 102-57-009A

VAN BUREN STREET

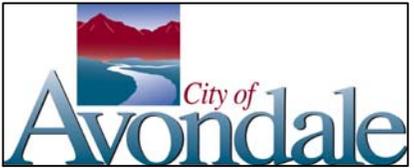
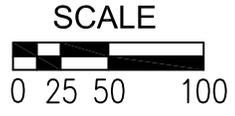
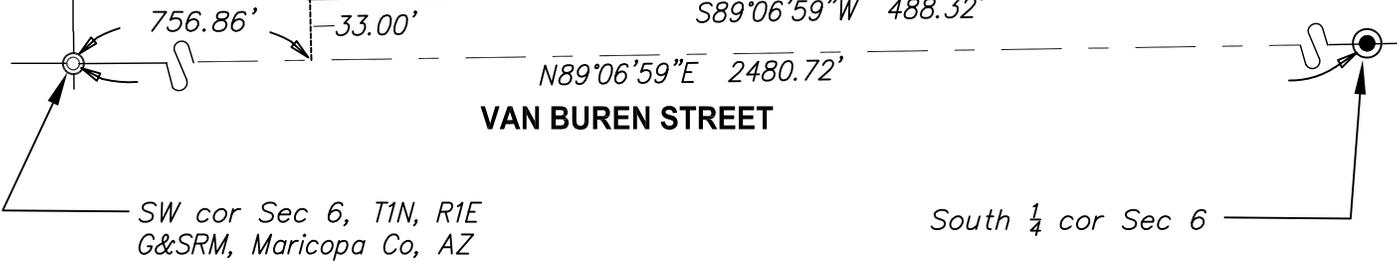


EXHIBIT MAP  
 VAN BUREN MULTIUSE CORRIDOR  
 Right-of-way Parcels  
 102-57-009A and 102-57-002B  
 Toles Property

ENGINEERING  
DEPARTMENT

DATE: 1-16-2014  
 DSN: \_\_\_\_\_  
 DRN: LS  
 CHK: \_\_\_\_\_

PROJECT NAME  
 Van Buren Drainage

PAGE  
 1 OF 1

EXHIBIT B  
TO  
ORDINANCE NO. 1533-214

[Legal Description and Map of Swanson Parcel]

See following pages.

Van Buren Multiuse Corridor  
APN 500-010007F Swanson

Legal Description

That part of the Southeast quarter of the Southeast quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

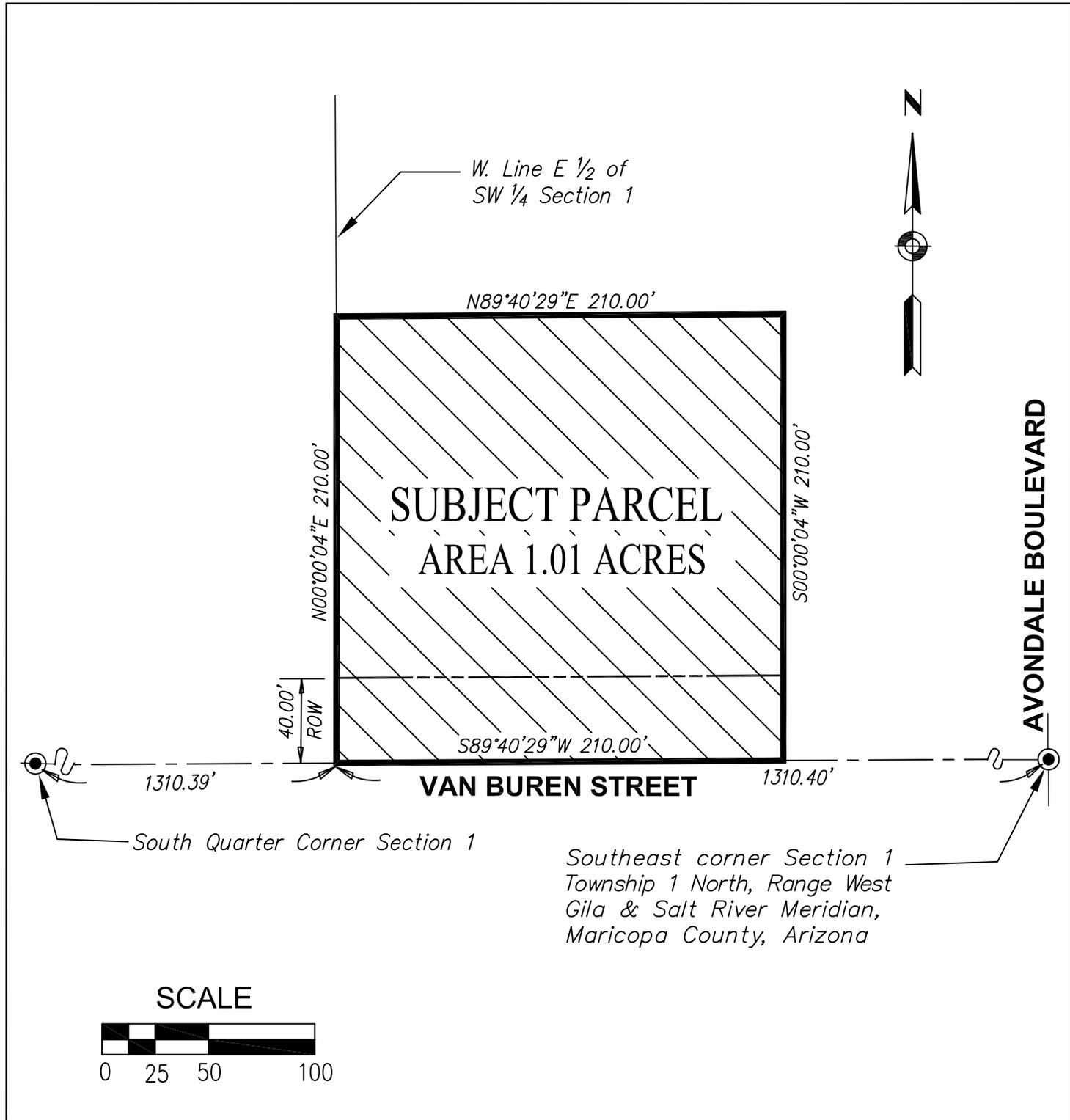
Beginning at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 1;

Thence North along the quarter mile line 210 feet;

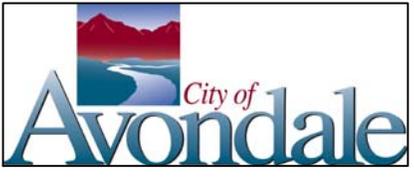
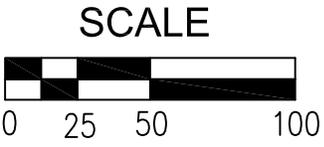
Thence Easterly parallel to the South Section line, a distance of 210 feet;

Thence South 210 feet to the South Section line;

Thence West 210 feet to the Point of Beginning.



*Southeast corner Section 1  
Township 1 North, Range West  
Gila & Salt River Meridian,  
Maricopa County, Arizona*

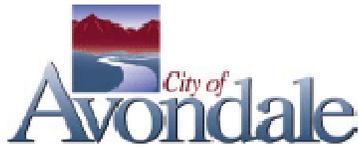


ENGINEERING  
DEPARTMENT

EXHIBIT MAP  
VAN BUREN MULTIUSE CORRIDOR  
Right-of-Way Parcel 500-01-007F  
Leonard Swanson

DATE: 1-09-2014  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
Van Buren Drainage  
Channel ST1286  
PAGE 1 OF 1



# CITY COUNCIL REPORT

**SUBJECT:**

Appointment of Members to the City's Boards,  
Commissions and Committees

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees.

**BACKGROUND:**

On October 21, 2013, the City Council established the Judicial Advisory Board to evaluate and recommend to the City Council a list of three of the best qualified applicants for the position of City Judge in cases where there is a vacancy and to evaluate and recommend to the City Council whether a sitting judge should be retained.

Per the ordinance, membership in the Judicial Advisory Board shall include the presiding judge of the Arizona Superior Court for Maricopa County or his designee, an active member of the State Bar Association, an active member of the Maricopa County Bar Association, a municipal court judge and four resident members.

**DISCUSSION:**

Five of the eight positions were filled in December of 2013 when the Council appointed the four residents members and the Honorable Elizabeth Finn.

On November 22, 2013 Superior Court Presiding Judge Norman J. Davis ordered the designation of the Honorable Joseph Kreamer as his representative in the Avondale Judicial Advisory Board.

Staff expects to receive the recommendations from the State Bar Association by the end of February. A Meet and Greet will be scheduled and a recommendation for appointment will be presented to Council in March.

The recommendations from the Maricopa Bar Association were received on January 23, 2014. On February 4th the Council Subcommittee conducted a Meet and Greet with the three candidates and is recommending the appointment of Edward Maldonado to the Avondale Judicial Advisory Board. Per the adopting ordinance, his term will expire on July 1, 2017.

On a related subject, the Council considered the subcommittee's recommendations for appointment to the City's various Boards, Commissions and Committees on December 2, 2013. The appointment of Kathryn McKinney (with a term expiration date of December 31, 2017) to the Public Safety Retirement Pension Board was discussed by the subcommittee but was inadvertently left out of the final list submitted to City Council for approval.

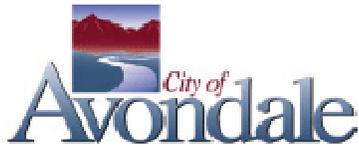
**RECOMMENDATION:**

Staff is recommending approval of the Council Subcommittee's recommendations for appointment of Mr. Edward Maldonado to the Avondale Judicial Advisory Board with a term expiration of July 1, 2017 and Ms. Kathryn McKinney to the Public Safety Retirement Pension Board with an expiration date of December 31, 2017.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Memorandum of Understanding - Avondale Police Association

**MEETING DATE:**

February 18, 2014

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests the City Council approve a Memorandum of Understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2014-2015 and 2015-2016 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**BACKGROUND:**

The City of Avondale and the Avondale Police Association (AvPA) entered into their first Memorandum of Understanding (MOU) in February 2012. The MOU was amended in February 2013 to address wages only. The Avondale Police Association (AvPA) submitted their request to meet and confer in accordance with Avondale City Ordinance 1323-808. The City Manager reviewed their request and found it to be in compliance with the requirements of the ordinance.

**DISCUSSION:**

Representatives of the AvPA and management met and conferred on wages and benefits starting on November 6, 2013. Negotiations were substantially completed on January 29, 2014 resulting in a new two (2) year Memorandum of Understanding which includes a revision to the base wage step plan to reflect market conditions and a minimum two (2) step (5%) increase for all represented members. It also includes clarifications to certain sections of the previous MOU. This MOU will be effective from July 1, 2014 through June 30, 2016.

The existing MOU was reincorporated into this new agreement with the following changes or additions:

Section 1.4 – Distribution of Association Information formally prescribes when, where and how association information shall be distributed to their members while on city property.

Section 4.1- Base Rates of Pay establishes the base rate of pay for the members and placement of new and promoted employees in the step plan upon successful completion of their probationary period. Retention of Police Officers in their first 5 years of service was a significant concern for the negotiation team. This section adjusts the step plan to ensure the pay plan is competitive with the market by eliminating the bottom 4 steps and adding 4 steps to the top. This plan increases the entry pay for officers and sergeants by approximately 10% but maintains the existing 16 and 12 step pay plan for officers and sergeants respectively.

The new plan also creates pay classifications for non-represented officers while in the Police Academy (Police Cadet) and while on their original probation subsequent to graduation from the academy (Police Trainee). Upon successful completion of their original probation, Police Trainees will be placed in Police Officer Step 1 of the pay plan.

Represented members will be granted a minimum two (2) step (5% total) merit increase for Fiscal Year 2014-15. The MOU also provides a two (2) step (5% total) merit increase in Fiscal Year 2015-16. Merit increases are subject to satisfactory employee performance rating and funding is available and authorized by the City Council.

Attachments A and B are included in this new MOU where Attachment A is an implementation guide illustrating the placement of represented employees in the pay plan and Attachment B is the revised Hourly Wage Scale.

Section 4.2 Specialty Pay includes clarifications regarding wages used as the basis for calculating specialty pay.

Section 4.2.A includes clarifies that the Chief of Police or designee determines Field Training Officer (FTO) assignments and pay. It also clarifies the use of temporary FTOs and that a temporary FTO assignment would be for a complete pay period.

Section 4.3.B Compensatory Time Off – Increases compensatory time off accrual limits from 50 hours to 70 hours of actual overtime.

Section 4.5.A and B Ballistic Vest Allotment allows the expenditure of the existing \$690 ballistic vest allotment to include vest carriers and/or carrier systems. There is no increase to costs associated with this change.

Section 4.6 Market Salary Survey was modified to include specific cities and towns in the Phoenix metropolitan region in our salary surveys. These cities are: Buckeye, Chandler, Glendale, Gilbert, Goodyear,

Section 7.1 Sick Leave and Section 7.2 Bereavement Leave were modified to include domestic partner as a qualifier for use of leave.

Section 10.5 Grievance Procedure for Alleged MOU Breach was added to provide a formal method to address alleged violations of the MOU.

#### **BUDGETARY IMPACT:**

During the City Council goal setting retreat, Council established a goal for the compensation plan in the range of 3-5%. The Finance and Budget Department estimated the financial impact of this agreement to be approximately as follows:

FY 2014-15 Wages: \$510,000 (5.9%)

FY 2015-16 Wages: \$491,000 (5.4%)

The City Manager will include the 2014-2015 costs in his proposed 2014-2015 budget submittal to council in the near future. The proposed 2014-15 budget will also include an increase in City contributions to the Public Safety Retirement System from 17.15% to 17.43% which is estimated to be \$18,690 for Police Department represented employees. This increase was not included in the negotiations but is an additional expense to be addressed in future budgets.

#### **RECOMMENDATION:**

Staff recommends that the City Council approve a Memorandum of Understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2014-2015 and 2015-2016 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

## ATTACHMENTS:

Click to download

[AvPA MOU 2014-2016](#)

# **MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2014 THROUGH JUNE 30, 2016**

**CITY OF AVONDALE**

**AND**

**AVONDALE POLICE OFFICERS ASSOCIATION**

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## **PREAMBLE**

This Memorandum of Understanding is entered into between the City of Avondale and the Avondale Police Association.

**WHEREAS:** The parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding (MOU) the full and entire understanding of the parties mutual agreement concerning wages, hours, benefits, (excluding healthcare), and such other items mutually agreed upon by the employee organization and the City Manager as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

**WHEREAS:** The parties hereby acknowledge that the provisions of MOU are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statutes of the State of Arizona, code or ordinance of Avondale; and

**WHEREAS:** The purpose of this MOU is to promote and ensure harmonious relations, cooperation and understanding between Avondale and the Employee Organization.

**NOW THEREFORE,** Avondale and the employee organization, having reached this complete agreement, concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this MOU to the Mayor and the City Council of Avondale with their joint recommendation that the body adopts its terms.

**ARTICLE 1**  
**RIGHTS OF THE EMPLOYEE ORGANIZATION**

Section 1.1 Recognition

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Avondale Police Association (“Employee Organization”) as the official and exclusive representative for the purpose of “Meet and Confer” for all employees who are represented by the Avondale Police Association as described below:

Police Employee Group - All full-time sworn regular, non-probationary, City Police Officers, and all classifications up to and including the rank of Sergeant will be referred to as unit members.

- B. All personnel acting as official city or employee group representative during any process set forth in this division must have completed the FMCS “Interest Based Problem Solving” training program. (Ord. No. 1323-808, 2, 8-18-08)
- C. The Association agrees that they will represent all employees, without discrimination based on membership or non-membership in the Association, in dealings with the City regarding this MOU.
- D. The Association agrees that they will individually and collectively perform loyal and efficient work for the City and service to the public; and, that they will cooperate in the promoting and advancing the welfare of the City and the protection of its service to the public at all times.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance 1323-808 and this MOU for the term of the MOU.
- B. All employees will have the right to have the Association serve as their “Meet and Confer” representative as set forth in Ordinance 1323-808, without discrimination based on membership or non-membership in the Association. Whether the employee becomes a member or not, items subject to negotiation are expressly excluded from consideration outside of the process.
- C. Grievances of policies not related to issues within the scope of negotiable items outlined in the Ordinance shall be pursued as prescribed in the City of Avondale Policies and Procedures Manual, Chapter 19, Sections A through D.2.
- D. Represented Employees are entitled to rights as defined in ARS 38-1101 through ARS 38-1106.

### Section 1.3 Membership Dues Deduction

- A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this MOU to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.
- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend Employee Organization payroll deductions by written authorization at any time during the term of the MOU. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.
- D. If a court of competent jurisdiction concludes that the Employee Organization's indemnification is invalid for any reason in reference to association dues deduction any action pursuant to this Section, the Employee Organization agrees to pay the City's defense costs and any judgment resulting from said action.

### Section 1.4 Distribution of Association Information

- A. The Association is granted the following specific rights:
  - a. Distribution of Association Material: The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City grants the Association permission to use City provided mail boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

- b. The City will furnish to the Association, through a written request from AvPA president on letterhead, a listing of Association members on payroll deduction in July and January during the term of this agreement indicating name, mailing address and job assignment. The Association further agrees to use this list solely for the purpose of communicating with employees and will not share this information.
  - c. The City agrees that sworn representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the Chief or designee. Such visitation shall be for the reasons of the administration of this agreement, disseminating information or providing information the new recruits during an orientation or post academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees and that officer representatives performing these activities shall be on non-work status.
- B. The City will distribute Association produced and provided material to new hires at the time they report to the Human Resources Department to execute final hiring documents. The City assumes no responsibility or liability for the availability or content of said material. The City shall not distribute material that contains content in violation of any City ordinance or policy.
- C. The City shall provide the Association with space for bulletin boards up 3' by 2' (width by height) for the exclusive use of Association in mutually agreeable locations within the Avondale Police Department facilities (excluding the Advocacy Center). Authorized Association representatives shall have the sole and exclusive right to post any notice of Association activities and matters of Association business on these bulletin boards which is not in violation of any City ordinance, policy. The City retains the exclusive right to relocate these bulletin boards or remove these bulletin boards if they are abused or misused upon notice.

## **ARTICLE 2 MANAGEMENT RIGHTS**

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this MOU for the term of the MOU. Nothing in this MOU can contradict or abrogate any City Ordinance, state or federal law. The provisions in the Ordinance dealing with management rights are reincorporated fully herein by reference.

## **ARTICLE 3 PROHIBITION OF STRIKES AND WORK INTERRUPTIONS**

Strikes, lock outs and related employment actions as defined in Ordinance 1323-808 are prohibited and shall be subject to discipline as specified in the Ordinance.

## **ARTICLE 4**

### **EMPLOYEE COMPENSATION AND HOURS OF WORK**

#### Section 4.1 Base Rates of Pay

- A. For Fiscal Year 2014-2015 unit members will be placed in the adjusted hourly base rate of pay plan as shown in Attachment A; effective the first pay period of the new fiscal year. Placement in the adjusted pay plan is subject to the unit member receiving a performance rating that is satisfactory (“meets standards”) and that funding is available and authorized by the Avondale City Council through the City budget process. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- B. For Fiscal Year 2015-2016, unit members will be eligible for a two-step (2) (5% total) merit increase effective the first pay period of the fiscal year provided their performance rating is satisfactory (“meets standards”) and funding is available and authorized by the Avondale City Council. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- C. Upon successful completion of original probationary period Police Trainees will be placed in step-one (1) of this pay plan effective the first full pay period following the completion of original probation.
- D. Lateral unrepresented probationary hires that are on original probation as of July 1 of Fiscal Year 2014-2015 will be placed in the nearest step of the Hourly Wage Scale without loss in accordance with their negotiated base rate of pay at the time of hire. Upon successful completion of their original probationary period the employee will receive a two-step merit (2) increase on the first pay period following completion of probation.
- E. When unit members are promoted to Sergeant they will be placed in step one (1) of the Sergeant hourly base rate of pay plan.
- F. While the Avondale Police Association (AvPA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member’s years of service.
- G. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members with in the base wage rate plan.

## Section 4.2 Specialty Pay

Unit members are, when assigned to a special duty as described below, compensated for specialty pays based on the certification of special skills as follows:

### A. Field Training Officer Pay

- a) Police officers and a coordinating Sergeant, assigned, by and at the sole discretion of the Police Chief or designee, to fulfill the duties of a full time field training officer (“FTO”), shall receive FTO pay in the amount of 5% of their eligible wages for the term of the assignment once they have successfully completed the National Association of Field Training Officer’s (“NAFTO”) certification course or other appropriate training. FTO’s on administrative leave and/or medical leave in excess of eighty (80) hours shall not receive the FTO pay until they are approved to return to full-duty status and resume the duties of FTO. The mere possession of specialty knowledge or required certifications does not result in FTO specialty pay.
- b) Qualified officers assigned by the Police Chief or designee to a FTO assignment on a temporary basis shall receive 5% of their eligible wages as FTO Specialty Pay for the whole pay period(s) when actually performing said FTO duties.

### B. Sergeant Supervising Field Training Officer Pay

Police Sergeants that supervise a field training officer (FTO) shall receive FTO supervisory pay in the amount of 3% of their eligible wages for the whole pay period. This specialty pay is only applicable for that pay period(s) the FTO is training an Officer in Training (OIT) and is under the supervision of the Sergeant.

### C. Detective Pay

Police officers and Sergeants assigned by the Police Chief to fulfill the duties of detective shall receive detective pay in the amount of 5% of their eligible wages for the term of the assignment. Detective pay begins as soon as they begin performing in the position. Detectives on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the detective pay until they are approved to return to full-duty status and resume the duties of detective.

### D. Internal Affairs Investigator Pay

Sergeants assigned by the Police Chief to fulfill the duties of internal affairs investigator, shall receive Internal Affairs Investigator pay in the amount of 5% of their eligible wages for the term of the assignment. Internal affairs investigator pay begins as soon as they begin performing in the position. Sergeants on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the internal affairs investigator pay until they are approved to return to full-duty status and resume the duties of Internal Affairs Investigator.

#### E. Motor Pay

Police officers and sergeants, assigned by the Police Chief to fulfill the duties on motor patrol, shall receive motor pay in the amount of 5% of their eligible wages for the term of the assignment. Motor pay begins as soon as they begin performing in the position. Police officers on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the motor pay until they are approved to return to full-duty status and resume the duties of motor patrol.

#### F. Canine Handler Stipend

Police officers assigned by the Police Chief to fulfill the duties of Canine Handler, shall receive a canine handler stipend in the amount of \$175 per month for the term of the assignment. The canine handler stipend begins as soon as they begin performing in the position. Police officers on administrative leave and or/on medical leave in excess of eighty (80) hours shall not receive the canine handler stipend until they are approved to return to full-duty status and resume the duties of canine handler.

### Section 4.3 Compensatory Time Off

#### A. Relationship to Overtime:

- a. Consistent with Federal, State and the City of Avondale's Policy and Procedures Manual, when overtime compensation is authorized and performed, it shall be compensated at the rate of one and one-half (1.5) the amount of his/her hourly rate for hours worked in excess of forty (40) hours within the designated work week.
- b. In lieu of monetary payment at the overtime pay rate set forth in the City of Avondale's Policy and Procedures Manual, non-exempt unit members may elect to take compensatory time off ("comp time") for overtime hours worked, with the approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) of comp time for every one hour of overtime worked by the unit member.

#### B. Accrual Limits:

- a. The maximum number of comp time hours that any unit member will be permitted to accrue is 105 hours (70 hours of actual overtime worked). The use of comp time by the unit member shall be scheduled in accordance with department guidelines and procedures. A unit member shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not cause an undue hardship on the operation of City services.

C. Pay out:

- a. The City reserves the right to pay out compensatory time balances to the unit member at any time.
- b. All compensatory time that is not used and remains on the books at the close of the fiscal year will be paid out to the unit member.
- c. Upon separation from City Employment, unit members with a compensatory time balance will be paid at their current regular rate of pay. A unit member who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.

Section 4.4 Compensation for Holidays Worked

- A. Sworn Police Officers and Sergeants will receive eight (8) hours of compensation for each for the following holidays as they occur in the calendar year. The personal day will be scheduled with the fiscal year for use by the unit member. Unused personal days or holidays will not be paid out at the end of the fiscal year or termination of employment. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the unit member on July 1 of each fiscal year. New hires will receive a personal day upon their hire.

|  |
|--|
| <p><b>Sworn Police Officers and Sergeants</b></p> <p><b>Holiday</b></p> <p>Independence Day</p> <p>Labor Day</p> <p>Veteran's Day</p> <p>Thanksgiving</p> <p>Day After Thanksgiving</p> <p>Christmas Day</p> <p>New Year's Day</p> <p>Martin Luther King Day</p> <p>President's Day</p> <p>Memorial Day</p> <p><br/></p> <p>*Personal Day to be scheduled by the unit member (Personal Day should be tracked via comment in Kronos Timekeeping System by Supervisor.</p> |
|--|

- B. These holiday hours will NOT count as hours worked for the purpose of overtime compensation or service under the Family Medical Leave Act. Unit members who are required to work on designated holidays shall be given, in addition to regular salary, Holiday Differential Pay equal to one-half (1/2) of their regular straight-time hourly rate for hours worked on designated holidays.

- C. Overtime Compensation: Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments or FMLA service hours.

Example 1: Unit member works 14 hours on the holiday (Wednesday\*) and works three (3) other days in the week.

| Time         | Total | M  | T  | W* | TH | F | S | SU |
|--------------|-------|----|----|----|----|---|---|----|
| Hours Worked | 46    | 10 | 11 | 14 | 11 |   |   |    |

**End Result:**

|  |    |
|--|----|
| Hours Worked:                          | 46 |
| Holiday Compensation at straight rate: | 8  |
| Regular Hours at straight time:        | 40 |
| Overtime at 1.5:                       | 6  |
| Holiday Differential at 0.5:           | 14 |

Example 2: Unit member works 14 hours on holiday (Wednesday\*) and calls in sick on Monday for the entire shift of 10 hours.

| Time         | Total | M  | T  | W* | TH | F | S | SU |
|--------------|-------|----|----|----|----|---|---|----|
| Hours Worked | 36    |    | 11 | 14 | 11 |   |   |    |
| Sick Leave   | 10    | 10 |    |    |    |   |   |    |

**End Result:**

|  |    |
|--|----|
| Hours Worked:                          | 36 |
| Holiday Compensation at straight rate: | 8  |
| Sick Leave at straight rate:           | 10 |
| Regular Hours at straight time:        | 54 |
| Overtime at 1.5:                       | 0  |
| Holiday Differential at 0.5:           | 7  |

Section 4.5 Ballistic Vest Allotment

- A. Unit members shall be eligible for an allotment not to exceed six hundred ninety dollars (\$690) for the purchase of approved protective ballistic vests, carriers and/or carrier systems. Vests shall be purchased pursuant to Department procedures and guidelines.
- B. Should a unit member purchase an approved ballistic vest, carriers and/or carrier systems through vendors that are not participating on the voucher system, the unit member must pay the entire amount of the vests, carriers and/or carrier systems. Once the vests, carriers

and/or carrier systems are purchased the unit member may submit a receipt to the budget manager of the police department for reimbursement of the amount paid not to exceed \$690.

#### Section 4.6 Market Salary Survey

During September prior to the end of the contract year, the City will conduct a market survey of the compensation offered by bench mark Police Agencies for the classifications of Police Officer and Police Sergeant. The bench mark Police Agencies are: Surprise, Goodyear, Buckeye, Glendale, Peoria, El Mirage, Gilbert, Chandler, Paradise Valley, and Tempe. The survey shall serve as information to discuss the compensation of the represented employee group. Any discussions regarding the adjustment of compensation to the represented employee group shall be subject to the overall financial condition of the City as determined by the City Manager.

#### Section 4.7 Work Week

Workweek shall be defined as seven consecutive 24-hour periods beginning at 12:01 am on Monday and ending at 12:00 midnight the following Sunday.

#### Section 4.8 On Call Status/Call Back

The Chief of Police may make non-exempt positions eligible for on-call compensation when the unit member is required to be on-call. The unit member must be accessible and available for work upon being contacted via telephone, cell phone, or pager (beeper). The unit member must be available to report to work within a reasonable time after being contacted by the City, if needed. The unit member must also be in a physical condition that allows him/her to resume duty.

##### A. Definitions

***“On-call”*** means when an off-duty unit member must remain available to be called back to work on short notice if the need arises. A unit member is considered to be on-call only when assigned by the City.

***“On-call pay”*** means the additional compensation awarded to unit members who are required to remain on-call during off-duty hours.

***“On-call status”*** means the state of an off-duty unit member required to remain on-call. A unit member is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.

***“On-call time”*** means the periods of time when a unit member is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a specified period of time, resulting in the unit member being unable to effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.

**“Callback”** means when a unit member has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:

- Avoid significant service disruption.
- Avoid placing unit members or the public in unsafe situations.
- Protect and/or provide emergency services to people, property and/or equipment.
- Respond to emergencies.

B. On-call/Callback Compensation

- a. *On-call Pay Rate:* A unit member assigned to on-call status will be compensated at the rate of two dollars per hour (\$2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call unit member’s scheduled workday and continue until resuming work the following workday.
- b. *Callback Pay Rate:* When an on-call unit member is called back to work after completing the regular work schedule and leaving the premises, the unit member shall be paid for time actually worked upon return or a minimum of three (3) hours at their regular hourly or base rate, whichever is greater.
- c. *On-call Status Hours Not Included in Overtime Compensation Calculation:* On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.
- d. *On-call Pay Exclusions:* Unit members will not receive on-call pay when they are:
  - On vacation leave
  - On sick leave
  - On administrative leave
  - Receiving short-term disability benefits
  - Receiving worker’s compensation benefits
  - On bereavement leave
  - On an approved leave of absence
  - Not available to work
  - Restricted to light duty
  - Restricted from performing work activities

Unless explicitly assigned to be in on-call status, an employee will not be provided on-call pay.

### C. On-Call Duty Requirements

- a. Unit members serving on-call status must adhere to all of the following requirements:
  - Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.
  - When notified, respond and arrive at work within one (1) hour or less.
  - Arrive fully capable of performing the function of the job.
- b. If a unit member does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the “on-call” time period.
- c. Each unit member will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.
- d. A unit member who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.

## **ARTICLE 5 CHIEF OF POLICE INTERNAL AFFAIRS POLICY COMMITTEE**

All Complaints relating to alleged performance issues or misconduct will be accepted and thoroughly investigated by the Avondale Police Department. Any discipline levied shall not be done without just cause. The Complaint and Disciplinary Process agreed upon is referenced within Avondale Police Department General Order 41-1 and 41-2, and the City’s Human Resources Policies.

### Section 5.1 Policy:

A Chief of Police Internal Affairs (IA) Policy (General Orders GO-41-1, and 41-2) Committee shall be formed to guide the implementation of the new IA policy or changes in federal, state, or local law, to provide input on any changes under consideration to the IA policy, and for unit members to provide feedback on the practical application of the IA policy. The IA committee serves as an advisory group to the Chief of Police concerning IA policy matters. The staff committee is not an arm of the City Council, nor a public body or committee created by the City Council. The committee shall be appointed by the Chief, its general membership denoted below, and shall not report to the City Council. The method by which the IA Policy committee is formed and functions is outlined below.

Section 5.2 Chief of Police IA Committee

- A. The Chief’s IA committee shall be comprised of a minimum of six to the maximum of ten unit members. The following positions are to be included as standing members of the IA Committee;
- Chief of Police (Chairperson of Committee)
  - Department Management and staff professionals, as determined by the Chief
  - Recognized Employee Organization leadership, as determined by the Recognized Employee Organization
  - Recognized Employee Organization Police Officer, as determined by the Recognized Employee Organization
  - HR Director or appointee
- B. The Chief shall contact the Recognized Employee Organization President asking for recommendations of employees that may want to serve in the three positions from the Recognized Employee Organization. If, after the e-mail to the Recognized Employee Organization President, there are not enough employees on the committee, the Chief of Police will send an email to all unit members asking for volunteers. Volunteers must notify their supervisors of their participation on the IA committee.
- C. The IA committee shall hold a minimum of two meetings per fiscal year, to address IA committee concerns, issues and/or business. Each IA committee member will be responsible for generating ideas, reviewing issues, providing input, and may be assigned specific research tasks. Participation on the IA committee is voluntary. The Chief of Police through the City Manager maintains final decision making authority regarding any policy decisions addressed by the IA committee.

**ARTICLE 6  
RETIREMENT BENEFITS**

Retirement benefits for the employees shall continue to be provided by enrollment in the Arizona Public Safety Personnel Retirement System. Deductions shall be made from each paycheck in accordance with the laws and the City shall contribute the amount required by law.

**ARTICLE 7  
BENEFITS**

Section 7.1 Sick Leave

Sick leave is defined in the City’s Personnel Policies. For purposes of sick leave, “immediate family” shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law,

grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

### Section 7.2 Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. For purposes of bereavement leave, "immediate family" shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

### Section 7.3 Existing Benefits

Health Care Benefits are excluded by the Ordinance 1323-808 from negotiations. However, such benefits will be provided to Police Officers identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

## **ARTICLE 8 FISCAL CRISIS**

- A. In the event that during the term of this MOU the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this MOU may be reopened at the direction of City Council or City Manager.
- B. If the City Manager or Council determines that a mid-year reduction in force, reduction in pay, or benefits affecting Police Employee Organization Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Organization Group. Such notice shall include the reasons for the reopening, the estimated amount of the budget shortfall, proposed specific budget impacts, curtailed police services, and possible reductions as proposed by the Police Chief that must be addressed to ensure a balanced budget.
- C. The City and Employee Organization shall follow the Meet and Confer process for a period of no more than 12 business days in an effort to reach accord on how best to address their recommendation for reductions impacting the police represented unit members. Should an accord be reached, the City Manager shall include them in a recommendation to the Council regarding the proposed mid-year reduction in force, pay, or benefits. If an accord cannot be reached, the Employee Organization may waive the right to arbitration, at which time the City Manager may take any actions legally permitted under state law, the City Charter, and/or ordinances.

## **ARTICLE 9 TERM AND EFFECT**

### Section 9.1 Term

- A. This Memorandum MOU shall become effective July 1, 2014 and remain in full force and effect until June 30, 2016, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.
  
- B. In the event of a specific conflict between (1) the City of Avondale Policy and Procedures Manual, administrative directives, departmental rules and regulations, or work place practices and (2) a memorandum of understanding that results from the process established by this division, the memorandum of understanding will prevail. (Ordinance 2-65 (c)).

### Section 9.2 Reopener Clause

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may specific article(s) within the agreement be reopened, with the exception of the conditions outlined in Article 4, Section 4.1 Base rate of Pay and Article 7 Fiscal Crisis.

## **ARTICLE 10 MISCELLANEOUS**

### Section 10.1 Copies of the Memorandum

The employee Organization shall post a copy of this MOU on their association website so that it is distributed to all represented unit members at no cost to the City. The City agrees to post a copy of this MOU on the City Intranet.

### Section 10.2 Public Records

Public Records requests must be processed through the City of Avondale City Clerk's Office. To obtain copies of a public record, a Request for Public Document form must be completed through the City Clerk. The City Clerk strives to process all requests within 72 hours; however, depending upon the nature of the request it may take additional time to produce the requested documents. All public records require the authorization of the City Attorney prior to release.

### Section 10.3 Saving Clause

In the event that any of the terms or provisions of this Memorandum are declared invalid or unenforceable by any Court of competent jurisdiction or any federal or state government agency

having jurisdiction over the subject matter of this Memorandum, the remaining terms and provisions will not be affected.

#### Section 10.4 Memorandum Renewal Clause

In the event that neither party to this Memorandum reopens this agreement for discussion in accordance with the City's Meet and Confer policy this agreement will automatically renew for an additional twelve months.

#### Section 10.5 Grievance Procedure for Alleged MOU Breach

- A. Before initiating the appeal process, a unit member, through and represented by the Association, will within 14 calendar days of the date of the event or knowledge of the event, shall first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within fourteen (14) calendar days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be timely submitted and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after fourteen (14) calendar days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Police Chief. The Police Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Police Chief or his designee will have fourteen (14) calendar days to render a decision. If the alleged breach is not resolved with the Police Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the AvPA may jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within fourteen (14) calendar days following the conclusion of the mediation process or within fourteen (14) calendar days of receipt of the facts if a mediator is not jointly requested. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_ day of \_\_\_\_\_ 2012.

CITY OF AVONDALE

By:

AVONDALE POLICE ASSOCIATION

By:

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

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

ATTEST:

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

## Attachment A

### Conversion Chart/Placement in Hourly Base Rate of Pay 2014-2015

| Position                          | Current Step <sup>2</sup> | Current Base Rate    | New Step <sup>2</sup> | New Base Rate        | Percent Increase <sup>3</sup> |
|-----------------------------------|---------------------------|----------------------|-----------------------|----------------------|-------------------------------|
| <b>Police Cadet<sup>1</sup></b>   | 1                         | \$23.00              | PC                    | \$24.17              | 5.1%                          |
| <b>Police Trainee<sup>1</sup></b> | 1                         | \$23.00              | PT                    | \$24.77              | 7.7%                          |
|                                   |                           |                      |                       |                      |                               |
| <b>Police Officer</b>             | 1                         | \$23.00 <sup>4</sup> | 1                     | \$25.39 <sup>4</sup> | 10.4%                         |
|                                   | 2                         | \$23.58              | 1                     | \$25.39              | 7.7%                          |
|                                   | 3                         | \$24.17              | 2                     | \$26.02              | 7.7%                          |
|                                   | 4                         | \$24.77              | 2                     | \$26.02              | 5.1%                          |
|                                   | 5                         | \$25.39              | 3                     | \$26.67              | 5.0%                          |
|                                   | 6                         | \$26.02              | 4                     | \$27.34              | 5.1%                          |
|                                   | 7                         | \$26.67              | 5                     | \$28.02              | 5.1%                          |
|                                   | 8                         | \$27.34              | 6                     | \$28.72              | 5.0%                          |
|                                   | 9                         | \$28.02              | 7                     | \$29.44              | 5.1%                          |
|                                   | 10                        | \$28.72              | 8                     | \$30.18              | 5.1%                          |
|                                   | 11                        | \$29.44              | 9                     | \$30.93              | 5.1%                          |
|                                   | 12                        | \$30.18              | 10                    | \$31.70              | 5.0%                          |
|                                   | 13                        | \$30.93              | 11                    | \$32.49              | 5.0%                          |
|                                   | 14                        | \$31.70              | 12                    | \$33.30              | 5.0%                          |
|                                   | 15                        | \$32.49              | 13                    | \$34.13              | 5.1%                          |
|                                   | 16                        | \$33.30              | 14                    | \$34.98              | 5.0%                          |
|                                   |                           |                      | 15                    | \$35.85              |                               |
|                                   |                           |                      | 16                    | \$36.75              |                               |
|                                   |                           |                      |                       |                      |                               |
| <b>Sergeants</b>                  | 1                         | \$33.83              | 1                     | \$37.35              | 10.4%                         |
|                                   | 2                         | \$34.68              | 1                     | \$37.35              | 7.7%                          |
|                                   | 3                         | \$35.55              | 2                     | \$38.28              | 7.7%                          |
|                                   | 4                         | \$36.44              | 3                     | \$39.24              | 7.7%                          |
|                                   | 5                         | \$37.35              | 3                     | \$39.24              | 5.1%                          |
|                                   | 6                         | \$38.28              | 4                     | \$40.22              | 5.1%                          |
|                                   | 7                         | \$39.24              | 5                     | \$41.23              | 5.1%                          |
|                                   | 8                         | \$40.22              | 6                     | \$42.26              | 5.1%                          |
|                                   | 9                         | \$41.23              | 7                     | \$43.32              | 5.1%                          |
|                                   | 10                        | \$42.26              | 8                     | \$44.40              | 5.1%                          |
|                                   | 11                        | \$43.32              | 9                     | \$45.51              | 5.1%                          |
|                                   | 12                        | \$44.40              | 10                    | \$46.65              | 5.1%                          |
|                                   |                           |                      | 11                    | \$47.82              |                               |
|                                   |                           |                      | 12                    | \$49.02              |                               |

Notes:

- 1) Non-represented – for information only
- 2) Each step represents 2 ½%
- 3) Percent increase is approximate
- 4) This will only apply to a unit member not on original probation on the MOU effective date

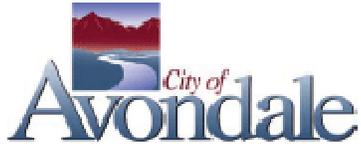
## Attachment B

### Hourly Wage Scale Table July 1, 2014 through June 30, 2016

| Step | Police Officer | Sergeant | Police Cadet <sup>1</sup> | Police Trainee <sup>1</sup> |
|------|----------------|----------|---------------------------|-----------------------------|
| PC   |                |          | \$24.17                   |                             |
| PT   |                |          |                           | \$24.77                     |
|      |                |          |                           |                             |
| 1    | \$25.39        | \$37.35  |                           |                             |
| 2    | \$26.02        | \$38.28  |                           |                             |
| 3    | \$26.67        | \$39.24  |                           |                             |
| 4    | \$27.34        | \$40.22  |                           |                             |
| 5    | \$28.02        | \$41.23  |                           |                             |
| 6    | \$28.72        | \$42.26  |                           |                             |
| 7    | \$29.44        | \$43.32  |                           |                             |
| 8    | \$30.18        | \$44.40  |                           |                             |
| 9    | \$30.93        | \$45.51  |                           |                             |
| 10   | \$31.70        | \$46.65  |                           |                             |
| 11   | \$32.49        | \$47.82  |                           |                             |
| 12   | \$33.30        | \$49.02  |                           |                             |
| 13   | \$34.13        |          |                           |                             |
| 14   | \$34.98        |          |                           |                             |
| 15   | \$35.85        |          |                           |                             |
| 16   | \$36.75        |          |                           |                             |

Notes:

- 1) For Information Only – Police Cadet and Police Trainee are not represented by AvPA or this MOU. An employee will be placed in the Police Cadet classification upon entrance to the Police Academy. Upon successful graduation from the academy and placed in Field Officer Training program, an employee will be placed in the Police Trainee classification until successful completion of original Probation.
- 2) Progression through the wage scale is subject to Sections 4.1.F and 4.1.G of this MOU
- 3) Each step represents 2 ½%



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
February 18, 2014

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

**PURPOSE:**

The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the sale of real property.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available