



CITY COUNCIL AGENDA

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

**REGULAR MEETING
October 20, 2014
7:00 PM**

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

- 1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**
- 2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)**
 - a. RESOLUTION 3224-1014 - RECOGNIZING SGT. RAYMOND HARRIS ON OCCASION OF HIS RETIREMENT**

- 3 UNSCHEDULED PUBLIC APPEARANCES**

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

- 4 CONSENT AGENDA**

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

- a. APPROVAL OF MINUTES**

1. Work Session of October 6, 2014
2. Regular Meeting of October 6, 2014

- b. ADDITION OF FULL TIME SANITATION EQUIPMENT OPERATOR POSITION AND CONTINGENCY FUND TRANSFER FOR GREEN WASTE PROGRAM**

City Council will consider a request to approve an additional full time sanitation equipment operator position and the transfer of appropriation from sanitation contingency to sanitation operating funds in the amount of \$199,500 to fund the additional position and related equipment for the green waste program. The Council will take appropriate action.

- c. COOPERATIVE PURCHASING AGREEMENT - ANCON MARINE, INC**

City Council will consider a request to approve a cooperative purchasing agreement with Ancon Marine, Inc., for sewer and lift station cleaning services for an annual amount not to exceed \$35,000; with a five year aggregate contract amount not to exceed \$175,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

- d. COOPERATIVE PURCHASING AGREEMENT - PUEBLO MECHANICAL**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Pueblo Mechanical and Controls Inc. to provide heating, ventilating and air conditioning services for City facilities in the amount not to exceed \$95,000 annually or

a maximum of \$475,000 over a five year period and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

e. FIRST AMENDMENT TO CONTRACT U.S. SECURITY ASSOCIATES, INC.

City Council will consider a request to approve the first amendment to the contract with U.S. Security Associates, Inc., d.b.a Advance Security to add additional security services to the Care First Resource Center and the Avondale City Court in the amount of \$39,558.24 resulting in an increase of the total compensation of this agreement from \$519,042 to an amount not to exceed \$558,600.24 through fiscal year 2015-2016 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PROFESSIONAL SERVICES AGREEMENT - PREMIER ENGINEERING CORPORATION- DESIGN OF 127TH AVENUE WATERLINE

City Council will consider a request to approve a Professional Services Agreement with Premier Engineering Corporation for the design of a waterline in 127th Avenue in an amount not to exceed \$134,736, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT - TASER INTERNATIONAL INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Taser International, Inc. for the purchase of police Taser brand conducted electrical weapons and accessories up to the amount of \$80,000 annually, for an aggregate amount not to exceed \$320,000 over four years and authorize the Mayor or City Manager and City Clerk to execute the necessary items. The Council will take the appropriate action.

h. ORDINANCE 1562-1014 - ACCEPTING THE DEDICATION OF REAL PROPERTY FOR PUBLIC USE

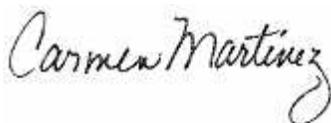
City Council will consider an ordinance accepting the dedication of certain real property generally located on the north half-street of Whyman Avenue between 125th Avenue and 124th Avenue for use as public right of way and public utility easement and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

5 COOPERATIVE PURCHASING AGREEMENT - BRYCER, LLC

City Council will consider a request to approve a Cooperative Purchasing Agreement with Brycer, LLC to provide certain administrative and reporting services related to the annual testing of fire alarm and fire protection systems in commercial occupancies within the City of Avondale, and authorize the Mayor or City Manager to execute the necessary documents. There will be no cost to the City for the services provided under this agreement. The Council will take appropriate action.

6 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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

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

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

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, 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 estos 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.

RESOLUTION NO. 3224-1014

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING SERGEANT RAYMOND HARRIS FOR FIFTEEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on March 1, 1999, Sergeant Raymond Harris began his career with the City of Avondale as a Police Officer; and

WHEREAS, Sergeant Harris served the City as a Police Officer, and most recently as a Sergeant; and

WHEREAS, fellow employees have embraced Sergeant Harris as a friend; and

WHEREAS, Sergeant Harris has demonstrated integrity and professionalism to all customers and has faithfully served the City during periods of transition and growth; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service, and to honor Sergeant Harris on the occasion of his retirement after 15 years of exemplary service to the citizens of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Sergeant Raymond Harris for his 15 years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, October 20, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Addition of Full Time Sanitation Equipment
Operator Position and Contingency Fund Transfer
for Green Waste Program

MEETING DATE:

10/20/2014

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

Staff is requesting City Council approve an additional full time sanitation equipment operator position and the transfer of appropriation from sanitation contingency to sanitation operating funds in the amount of \$199,500 for the green waste program

BACKGROUND:

Under Council authority, staff piloted a green waste program as part of the existing bulk trash service. The pilot ran from January to June 2014. The program goals were to: increase diversion, ensure materials delivered to end user were re-used or recycled, and the program should have minimal impact on cost & service levels. Staff presented program results and costs to Council at the end of the pilot program.

DISCUSSION:

On July 21, 2014 City Council approved the implementation of the green waste program. In order to properly fund and account for program expenditures a transfer from contingency into the operating budget is required. In addition, Council approval is required for the additional equipment operator position. The estimated cost to fund the program are as follows:

Equipment Operator	\$65,000	On-going
Increased Maintenance/Fuel	\$30,000	On-going
Tractor Replacment Funding	\$9,500	On-going
Tractor Purchase	\$95,000	On-time

The On-going costs will be added as part of the base budget in FY2015/16.

BUDGET IMPACT:

The sanitation fund has \$500,000 in contingency funding (520-6800-00-9900) in the current operating budget. After the requested transfer of \$199,500, a balance of \$300,500 will remain in contingency.

RECOMMENDATION:

Staff recommends the City Council approve an additional full time sanitation equipment operator position and the transfer of appropriation from sanitation contingency to sanitation operating funds in the amount of \$199,500 to fund the additional position and related equipment for the green waste program.



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Ancon Marine, Inc

MEETING DATE:

10/20/2014

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

City Council will consider approving a cooperative purchasing agreement with Ancon Marine, Inc., for sewer and lift station cleaning services for an annual amount not to exceed \$35,000; with a five year aggregate contract amount not to exceed \$175,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Scottsdale entered into a contract with Ancon Marine, Inc., to provide sewer and lift station cleaning services. The initial term of the contract is in effect until March 25, 2015, and provides for additional renewal terms for up to a maximum of four (4) years. The City of Scottsdale contract contains cooperative use language which extends the use of the contracts to other municipalities.

DISCUSSION:

To maintain the treatment process of the Water Reclamation Facility, it is necessary to routinely remove grease and floatable solids at certain steps in the treatment process. The primary need for removal occurs at the front end of the process at the influent pump stations but also at certain other points in the process where grease and floatable solids accumulate such as the clarifier scum wet well and the return sludge pump wet well.

While the City's pretreatment program encourages the proper disposal of fats, oils, and greases (FOG), these types of items still make their way into the City's wastewater treatment processes and must be removed/eliminated. The services provided by Ancon Marine, Inc. will provide the City the continued opportunity to better balance the delicate biological processes and further maintain the equipment needed to accomplish the treatment process. Services such as those provide by Ancon Marine, Inc. have been utilized in the past but will now be regularly scheduled as part of the Water Reclamation Facility's preventative maintenance program with this agreement.

BUDGET IMPACT:

Expenditures for this service are typically charged to line item: 503-9230-00-6770, Repair and Maintenance-Water Reclamation Facility.

RECOMMENDATION:

Staff is requesting that the City Council approve a cooperative purchasing agreement with Ancon Marine, Inc., for sewer and lift station cleaning services for an annual amount not to exceed \$35,000; with a five year aggregate contract amount not to exceed \$175,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - Ancon Marine](#)

COOPERATIVE PURCHASING AGREEMENT – ANCON MARINE, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35365>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Pueblo Mechanical

MEETING DATE:

10/20/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Pueblo Mechanical and Controls Inc. to provide heating, ventilating and air conditioning services for City facilities in the amount not to exceed \$95,000 annually or a maximum of \$475,000 over a five year period and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

On December 18, 2012 the City of Avondale (the City) entered into agreement No.13652C with Pueblo Mechanical (Pueblo Mechanical) utilizing a Cooperative Purchasing Agreement through the Mohave Educational Services Cooperative, Inc. (Mohave) for heating, ventilating and air conditioning services under the specified terms of the agreement.

The Mohave contract with Pueblo Mechanical expired on September 2, 2014. However, on September 3, 2014, after a competitive procurement process, Mohave entered into a new contract No.14G-PMAC2-0903 with Pueblo Mechanical to provide heating, ventilating and air conditioning services. City Staff has determined that it is still in the best interest of the City to continue to contract the services of Pueblo Mechanical. The service provided by Pueblo Mechanical has met all city requirements throughout the term of the contract.

DISCUSSION:

The City wishes to enter into a new agreement with Pueblo Mechanical under the Mohave Contract No. 14G-PMAC2-0903 for heating, ventilating and air conditioning services for city facilities. The term of the Cooperative Purchasing Agreement with Pueblo Mechanical shall be a one year initial term beginning October 20, 2014 and will remain in effect until September 3, 2015.

After the expiration of the initial term, the agreement can be renewed for up to four successive one year terms. Staff will analyze the contractor's performance each year and recommend each one year extension based on performance and available funding. Each extension must be approved in writing by the City Manager. The extension agreements will include any price adjustments approved by the City of Avondale.

This is an indefinite quantity and indefinite delivery agreement for services. The city does not guarantee that any minimum or maximum number of purchases will be made. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved.

BUDGET IMPACT:

The agreement limits expenditures to an annual aggregate amount not to exceed \$95,000 and the maximum aggregate amount over the possible 5 year term of \$475,000.

Funding for the heating, ventilating and air conditioning services Cooperative Purchasing Agreement with Pueblo Mechanical has been planned and budgeted for in the Facilities Division operating budget line item 101-5420-00-6320 (Contractual Maintenance Buildings & Grounds).

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Pueblo Mechanical and Controls Inc. to provide heating, ventilating and air conditioning services for City facilities in the amount not to exceed \$95,000 annually or a maximum of \$475,000 over a five year period and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents

ATTACHMENTS:

Description

[CPA - Pueblo Mechanical and Controls](#)

CPA – PUEBLO MECHANICAL AND CONTROLS

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35437>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Contract U.S. Security Associates, Inc.

MEETING DATE:

10/20/2014

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

Staff is requesting that the City Council approve a first amendment to contract number 13544C between the City of Avondale and U.S. Security Associates, Inc., d.b.a Advance Security to add additional security services to the Care1st Avondale Resource and Housing Center Center (Resource Center) and the Avondale City Court (City Court) in the amount of \$39,558.24 resulting in an increase of the total compensation of this agreement from \$519,042 to an amount not to exceed \$558,600.24 through fiscal year 2015-2016.

DISCUSSION:

On June 7, 2012 the City of Avondale (the City) issued an Invitation for Bids (PR 12-065) seeking a qualified licensed, bonded and insured Contractor to provide unarmed security guard services for the following City facilities: City Hall, Sam Garcia Library, Municipal Operations Service Center, Friendship Park, Festival Fields Park and the Goodyear Farms Cemetery. On August 6, 2012, after a competitive process, the City and U.S. Security Associates, Inc., d.b.a Advance Security entered into contract #13544C for security guard services at the specified City facilities.

City staff has identified the need for an ongoing security presence during business day operations at the Resource Center and the City Court. Both locations serve a very high volume of customers and daytime security is required in order to enhance the safety and security of staff and customers. There has not been a major safety or security event at either location. However, the volume and types of services provided at each location does require proactive measures to ensure the staff and customers operate in a safe and secure environment.

BUDGET IMPACT:

The amendment increase of \$39,558.24 is divided between the Resource Center and the City Court as follows:

Resource Center: \$24,787.36

City Court: \$14,770.88

Total: \$39,558.24

The budget for the security guard services is included in the budget line for each participating division:

Resource Center: Line Item 209-7554-00-6221

City Court: Line Item 227-6230-00-6221

RECOMMENDATION:

Staff recommends that the City Council approve a first amendment to contract number 13544C between the City of Avondale and U.S. Security Associates, Inc., d.b.a Advance Security to add additional security services to the Care1st Avondale Resource and Housing Center and the Avondale City Court in the amount of \$39,558.24 resulting in an increase of the total compensation of this agreement from \$519,042 to an amount not to exceed \$558,600.24 through fiscal year 2015-2016.

ATTACHMENTS:

Description

[US Securities First Amendment](#)

**FIRST AMENDMENT
TO
CONTRACT NO. 13544C
BETWEEN
THE CITY OF AVONDALE
AND
U.S. SECURITY ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. 13544C (this “First Amendment”) is entered into as of October 20, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”), and U.S. Security Associates, Inc., a Delaware corporation (the “Contractor”).

RECITALS

A. The City issued Invitation for Bids PR 12-065 (the “IFB”) seeking bids from contractors to provide security services (the “Services”). The Contractor responded to the IFB, and the City and Contractor entered into Contract No. 13544C, dated August 6, 2012, for the provision of the Services (the “Contract”), a true and correct copy of which is on file with the City Clerk. All of the capitalized terms not otherwise defined in this First Amendment have the same respective meanings as contained in the Contract.

B. The City has determined that security services by the Contractor are necessary at the Care First Facility and the City Court Building in addition to the Services being provided to the facilities listed in the Contract (the “Additional Services”).

C. The City and the Contractor desire to enter into this First Amendment to (i) modify the scope of work and (ii) increase the Contract amount to compensate the Contractor for the Additional Services.

AGREEMENT

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

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

2. Compensation. The City shall increase the compensation to Contractor for the Additional Services at the rates set forth in the additional Fee Proposal, attached hereto as a part of Exhibit 1, as follows:

A. For fiscal year 2014/2015, an increase of \$20,970.32, resulting in an increase from \$132,528.00 to an aggregate amount not to exceed \$153,498.32.

B. For fiscal year 2015/2016, an increase of \$18,587.92, resulting in an increase from \$132,528.00 to an aggregate amount not to exceed \$151,115.92.

This shall result in an increase of the total compensation for this Agreement, from \$519,042.00 to an amount not exceed \$558,600.24, through fiscal year 2015/2016.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONTRACT NO. 13544C
BETWEEN
THE CITY OF AVONDALE
AND
U.S. SECURITY ASSOCIATES, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.



SECURITY SERVICE AGREEMENT

Date: 08/20/14

CLIENT ADDRESS

JOB SITE ADDRESS

City of Avondale

Care 1st City

Name

Name

11465 W. Civic Center Drive, Ste #100

11465 W. Western Ave

Street Address

Street Address

Avondale, Arizona, 85323

Avondale, Arizona, 85323

City, State, Zip

City, State, Zip

Dave Ramuz/facilities manager

Dave Ramuz/facilities manager

Contact Name/Title

Contact Name/Title

(623) 478-3660

(623) 478-3660

Telephone

Fax

Telephone

Fax

Weekly hours of service: 16 (HPW)

Billing rates:

Job Code

Officer

Straight Time

\$ 14.89

\$

\$

\$

Overtime

\$ 22.34

\$

\$

\$

Holiday

\$ 22.34

\$

\$

\$

Cost Per Week

\$ 238.24

Other Charges

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Radio

Tour System

Mileage

Other

Holiday rates will apply to work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and on any additional holidays listed as follows: New Year's Day will include a separate schedule and invoicing as schedules will change due to increase staffing needs during the holiday.

Hours, Duties and/or Additional Information:

To create command presence; escort employees to their vehicles after work

Service will commence on 08/21/14 and shall continue until terminated as prescribed on the reverse.

SECURITY SERVICES ACCEPTED SUBJECT ALSO TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE

U.S. SECURITY ASSOCIATES, INC.

Mike Tenore- General Manager

Authorized Representative of Servicing Office & Title

2226 W. Northern Ave

Street

Phoenix, AZ, 85021

City, State, Zip

602-264-7213

Telephone

"CLIENT"

Authorized Representative

Title

Date

#12,393.68



SECURITY SERVICE AGREEMENT

Date: 08/28/14

CLIENT ADDRESS

JOB SITE ADDRESS

Avondale

Name

11465 W. Civic Center Drive, Ste #100

Street Address

Avondale, Arizona, 85323

City, State, Zip

Dave Ramuz/Facilities Manager

Contact Name/Title

(623) 478-3660

Telephone

Fax

City Court Building

Name

11325 W. Civic Center Drive

Street Address

Avondale, AZ, 85323

City, State, Zip

Dave Ramuz/Facilities Manager

Contact Name/Title

(623) 478-3660

Telephone

Fax

Weekly hours of service: 8 (HPW)

Billing rates:

Job Code

Officer 1

Straight Time

\$ 14.89

\$

\$

\$

Overtime

\$ 22.34

\$

\$

\$

Holiday

\$ 22.34

\$

\$

\$

Cost Per Week

\$ 119.12

Other Charges

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Radio

Tour System

Mileage

Other

Holiday rates will apply to work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and on any additional holidays listed as follows: New Year's Day will include a separate schedule and invoicing as schedules will change due to increase staffing needs during the holiday.

Hours, Duties and/or Additional Information:

Service will commence on TBD and shall continue until terminated as prescribed on the reverse.

SECURITY SERVICES ACCEPTED SUBJECT ALSO TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE

U.S. SECURITY ASSOCIATES, INC.

Mike Tenore - General Manager

Authorized Representative of Servicing Office & Title

2226 W. Northern Ave

Street

Phoenix, AZ, 85021

City, State, Zip

602-264-7213

Telephone

"CLIENT"

Authorized Representative

Title

Date

$119.12 \times 52 \text{ weeks} = \$6,194.24/\text{yr}$

LONCH



SECURITY SERVICE AGREEMENT

Date: 08/20/14

CLIENT ADDRESS

JOB SITE ADDRESS

Avondale

Name
11465 W. Civic Center Drive, Ste #100

Street Address
Avondale, Arizona, 85323
City, State, Zip

Contact Name/Title
Dave Ramuz/Facilities Manager

Telephone (623) 478-3660

Fax

City Court Building

Name
11325 W. Civic Center Drive
Street Address

Avondale, AZ, 85323
City, State, Zip

Contact Name/Title
Dave Ramuz/Facilities Manager

Telephone (623) 478-3660

Fax

Weekly hours of service: 40 (HPW)

Billing rates:
Job Code

Officer 1

Straight Time \$ 14.89 \$ _____ \$ _____ \$ _____

Overtime \$ 22.34 \$ _____ \$ _____ \$ _____

Holiday \$ 22.34 \$ _____ \$ _____ \$ _____

Cost Per Week \$ 595.60

Other Charges \$ N/A \$ N/A \$ N/A \$ N/A
Radio Tour System Mileage Other

Holiday rates will apply to work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and on any additional holidays listed as follows: New Year's Day will include a separate schedule and invoicing as schedules will change due to increase staffing needs during the holiday.

Hours, Duties and/or Additional Information:

To create a command presence during the court construction project.

CONSTRUCTION

Service will commence on 08/21/14 and shall continue until terminated as prescribed on the reverse.

SECURITY SERVICES ACCEPTED SUBJECT ALSO TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE

U.S. SECURITY ASSOCIATES, INC.

Mike Tenore - General Manager

Authorized Representative of Servicing Office & Title

2226 W. Northern Ave

Street

Phoenix, AZ, 85021

City, State, Zip

602-264-7213

"CLIENT"

Authorized Representative

Title

Date

Telephone

9/15 - 10/9 \$ 2,382.40 (4wks)



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - Premier Engineering Corporation- Design of 127th Avenue Waterline

MEETING DATE:

10/20/2014

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

Staff recommends that City Council approve a Professional Services Agreement with Premier Engineering Corporation for the design of a waterline in 127th Avenue in an amount not to exceed \$134,736, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

There is a need to construct a missing portion of waterline in 127th Avenue between Illini Street and Lower Buckeye Road. (See Vicinity Map) Most of the waterlines in this neighborhood were constructed by a former water company, and unless they were upgraded by the City in other projects are undersized. The existing 12-inch waterline in Dysart Road to the south is fed through the neighborhood street system by undersized lines, which limits the availability of water to the City's Water Reclamation Facility and developments to the south. Another issue in the area is that there are small service lines which cross over lot boundaries with water meters in backyards. Additionally, there are very few fire hydrants in the area for fire protection.

DISCUSSION:

This project will prepare the design of a 16-inch waterline in 127th Avenue. It will connect to a stubout in Lower Buckeye Rd on the north. On the south, it will connect to an existing 12-inch waterline in the vicinity of Illini Street. There are many conflicting utilities in the narrow right-of-way. Waterlines will also be designed in Pioneer Street and County Line Rd, which will allow the cross lot service lines to be abandoned and the water meters brought into the right-of-way where they should be located. Connections will have to be made from the new meter locations to where the old lines were connected to each individual house. Staff will be doing the coordination with homeowners and obtaining the rights to do this work. This design will allow for the construction of fire hydrants for better fire protection in the neighborhoods.

The Consultant will have an additional task of establishing the correct location of the existing street which curves around the river as it goes south. The proper monumentation of the street has not been completed. The construction project will set monuments for future use as required should additional rights-of-way or construction be required. Other miscellaneous right-of-way work will be preformed as needed.

BUDGET IMPACT:

Funding for this project is available in the CIP Line Item No. 514-1153-00-8520, 127th Avenue Waterline- Lower Buckeye Rd to Dysart Rd.

RECOMMENDATION:

Staff recommends that City Council approve a Professional Services Agreement with Premier Engineering Corporation for the design of a waterline in 127th Avenue in an amount not to exceed \$134,736, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[PSA - Premier Engineering](#)



LOWER BUCKEYE RD

NEW WATER LINE

BOHNE ST

COURT LINE

PIONEER ST

SUPERIOR AVE

SUPERIOR AVE

FLORENCE ST

VERMEERSCH RD

ELWOOD ST

WARNER ST

ILLINI ST

ILLINI ST

Legend

- HYDRANT
- METER
- VALVE
- WATER LINE
- SERVICE LINE

127TH AVE WATER LINE

PSA – PREMIER ENGINEERING CORP.

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CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Taser
International Inc.

MEETING DATE:

10/20/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting to utilize the State Purchasing Cooperative Agreement for the Taser International, Inc. contract number ADSP015-080208 held with the State Procurement Office. The original contract term is for one year, with the option of three successive one year terms. This contract will be used to purchase police Taser brand conducted electrical weapons and accessories up to the amount of \$80,000 annually, for an aggregate amount not to exceed \$320,000 over four years.

BACKGROUND:

In FY 2008 the Avondale Police Department made X26 Tasers standard issued equipment, and purchased one hundred Tasers to outfit every Police Officer and Sergeant in the department. This purchased provided less lethal technology to all Officers, which is an essential tool that has been documented to decrease officer and suspect injuries, and reduce the opportunity for lethal altercations. Since that initial purchase, we have maintained the Taser primarily through replacing parts and in extreme cases where the Taser was no longer operational, we replaced the entire X26 Taser.

Currently, the X26's are no longer manufactured or covered under warranty by Taser. The majority of the Department's Tasers, averaging 7 years old, have run the course of their anticipated life expectancy and now are experiencing malfunctions, failing to retain a charge, and other mechanical issues. The Department has approximately 120 Tasers in its inventory and has selected the X2 Taser model as the replacement to the X26.

DISCUSSION:

Taser International, Inc. has developed Conducted Electrical Weapons and accessories specifically for law enforcement use, and is the leader in the industry. Each unit is equipped with video capability which, when deployed, captures the use of force encounter for administrative and criminal purposes. Upgrading to the newer X2 Taser model will provide officers proper updated equipment and give officers the confidence to deploy the tool during a use of force incident. Having a quality working product will keep officers and citizens safer during situations that arise in patrol.

Since the State of Arizona has awarded a contract to Taser International, Inc., the contract will establish a one year term with the option of three successive one year terms to allow the Police

Department to spend \$80,000 annually and an aggregate of not more than \$320,000 for the purchase of Taser brand conducted electrical weapons and accessories over this four year period.

By using the 4-year span of the contract, it will allow for the Department to stagger the replacement of the older X26 Tasers and create a manageable replacement cycle without replacing the entire inventory at one time.

BUDGET IMPACT:

The Police Department has \$54,000 budgeted for FY 2015 for the purchase of X2 Tasers in line item 235-6115-00-7165. The Department has also applied for several grants for the purchase of additional Tasers and accessories needed to phase in newer X2 Tasers to all Police Officers and selected professional staff. Appropriation of unanticipated revenue is available if grants are awarded for Taser purchases. The cost of each Taser, including video camera and holster, is approximately \$1,750 per unit. Taser cartridges for the X2 cost about \$35 per cartridge and each officer will carry at a minimum two cartridges.

RECOMMENDATION:

Staff recommends Council approve the contract with Taser International, Inc. for the purchase of Taser brand Conducted Electrical Weapons and accessories, specifically the X2 Taser with video camera. This is a one year contract with the option of three successive one year terms. Each year, up to \$80,000 will be allocated to purchase the X2's and accessories, with a total amount of no more than \$320,000 over the next four years.

ATTACHMENTS:

Description

[CPA - Taser International, Inc.](#)

CPA – TASER INTERNATIONAL, INC.

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CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1562-1014 - Accepting the Dedication of Real Property for Public Use

MEETING DATE:

10/20/2014

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

Staff is requesting that the City Council adopt an ordinance accepting the dedication of certain real property generally located on the north half-street of Whyman Avenue between 125th Avenue and 124th Avenue for use as public right of way (ROW) and public utility easement (PUE), and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

Mr. Valerio is building a new single family home at 12420 W. Whyman Avenue (Parcel APN 500-65-015G) on an undeveloped piece of property. Mr. Valerio has agreed to dedicate the half street ROW (25') and an adjacent PUE (8') for Whyman Avenue along his property frontage.

DISCUSSION:

Whyman Avenue between 124th and 125th Avenue is planned to be a local street section (50' total ROW). The south half street improvements (25' ROW) have been built out and consist of asphalt pavement, curb and gutter, streetlights, sidewalk, and landscaping. The north half street has yet to be built. The right of way strip dedicated by Mr. Valerio is one of four pieces of right-of-way that need to be obtained to build out and finish the local street section for Whyman between 124th and 125th Avenue.

BUDGET IMPACT:

Accepting the dedication of the right-of-way will have no budgetary impact on the City.

RECOMMENDATION:

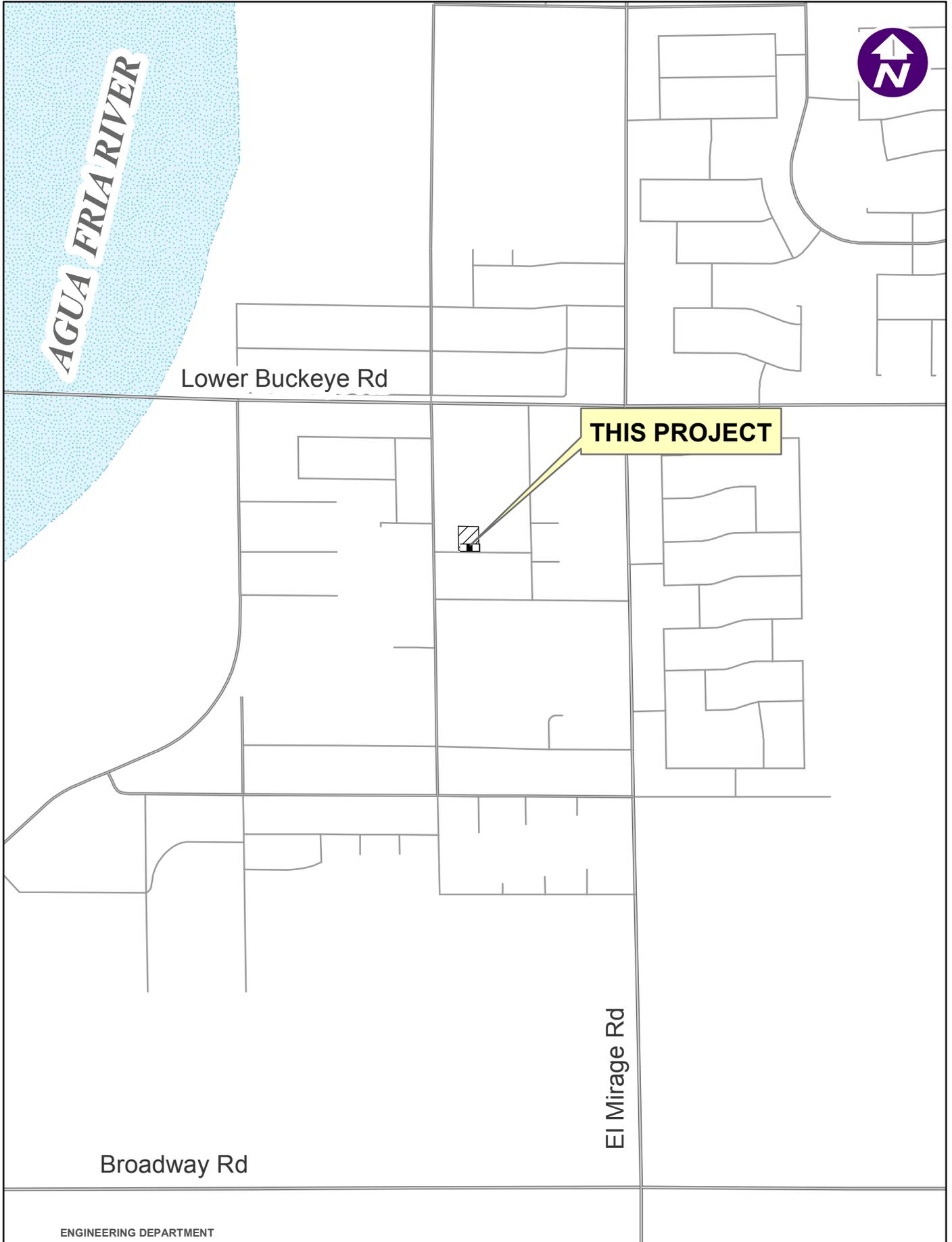
Staff recommends that City Council adopt an ordinance accepting the dedication of certain real property generally located on the north half-street of Whyman Avenue between 125th Avenue and 124th Avenue for use as public right of way (ROW) and public utility easement (PUE), and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1562-1014](#)

VICINITY MAP



ENGINEERING DEPARTMENT

Right of Way Dedication Whyman Ave

ORDINANCE NO. 1562-1014

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

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

SECTION 1. The dedication of real property totaling \pm 0.0918 acres, generally located east of 125th Avenue along Whyman Street in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 500-65-015G (the "Property"), as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby accepted.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 20, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1562-1014

[Legal Description and Map]

See following pages.

LEGAL DESCRIPTION
FOR
RIGHT-OF-WAY

THE SOUTH 25 FEET OF THE FOLLOWING DESCRIPTION:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY ARIZONA.

EXCEPT THE WEST 165 FEET,

AND

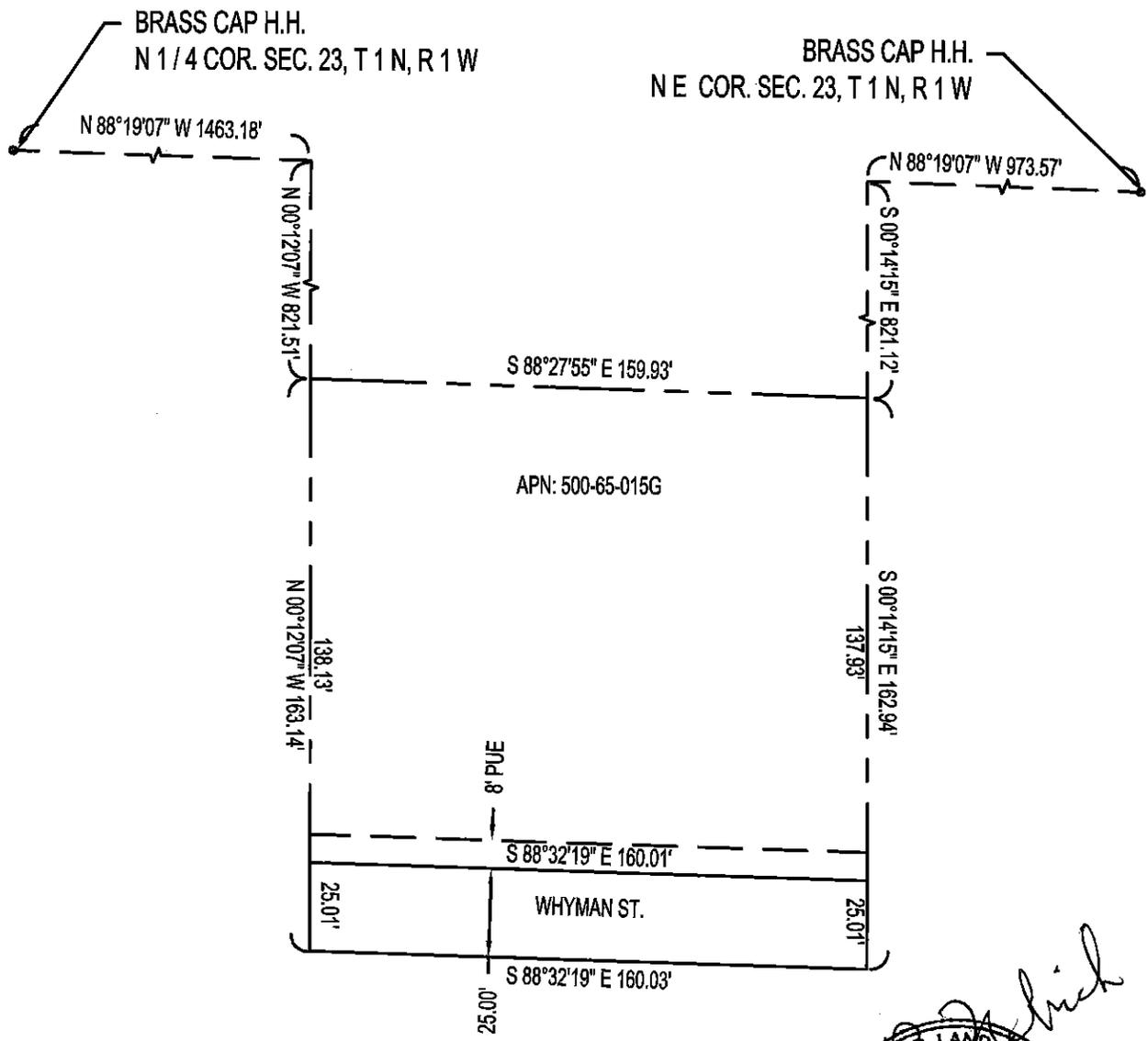
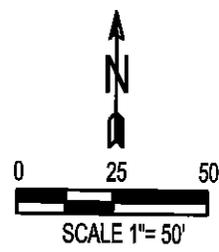
EXCEPT THE NORTH 165 FEET THEREOF.

SEE EXHIBIT "A"

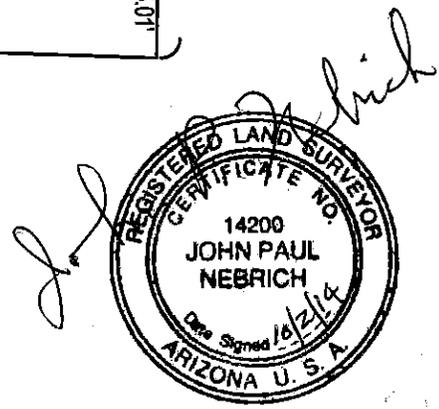


EXPIRES 9/30/15

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APN: 500-65-015G
12420 W. WHYMAN ST.
AVANDALE, AZ 85323



EXPIRES 9/30/14

EXHIBIT "A"



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Brycer, LLC

MEETING DATE:

10/20/2014

TO: Mayor and Council**FROM:** Paul Adams, Chief, Fire and Medical Department**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Request that the Mayor and City Council approve a Cooperative Purchasing Agreement with Brycer, LLC to provide certain administrative services related to the annual testing of fire alarm and fire protection systems in commercial occupancies within the City of Avondale.

BACKGROUND:

There are over 1,800 fire protection and alarm systems within the commercial occupancies located in the City of Avondale. These include automatic fire alarms, fire protection sprinkler systems, kitchen fire suppression systems, fire pumps and private water systems within large commercial developments such as Gateway Pavilions. For example there are 81 separate fire protection systems located within Gateway Pavilions alone. In accordance with the 2003 International Fire Code, which the City adopted in 2005, each of these individual systems is required to be inspected and tested each year with the results of the test reported to the Fire Marshal.

There are three personnel assigned to the fire prevention bureau and the bureau has no direct administrative support which has made the administration of the required testing extremely difficult. At this time, assuming the required paperwork is available at the business, the testing compliance is verified by the fire inspector during the annual or bi-annual site inspection. It is often the case that the required paperwork is not able to be located at the business so the business owner must obtain duplicate copies from the testing contractor in order to complete the requirements of the site inspection. This can be a difficult and time consuming process often resulting in frustration for both the business owner and the inspector.

A significant risk of the current system is that the required testing is not completed in a timely manner, or at all, which may result in a system being inoperative or out of compliance for up to a year before it is discovered during a fire prevention site inspection. Obviously a system that is inoperative or not operating properly puts the business, the public and firefighters at risk.

DISCUSSION:

In order to address the administrative aspects of the fire protection system testing process the Fire and Medical Department is proposing to enter into a Cooperative Purchasing Agreement with Brycer, LLC (Brycer) to utilize a web based reporting system called the Compliance Engine. Use of the Compliance Engine will address the shortcomings of the current process without adding any staff, software or cost for the City.

With the Compliance Engine fire prevention staff will upload the necessary commercial occupancy and fire protection system testing information i.e. type of system, testing frequency, and last testing date. Brycer staff will then monitor the testing dates and notify the business owner when a system test is due. Brycer will also notify all testing contractors that the City of Avondale is utilizing the Compliance Engine and that all testing reports for Avondale businesses must be entered into their system. Should a required system test not be conducted within the appropriate time frame Brycer will notify the fire prevention staff who will then contact the business owner for followup.

The cost to the testing contractor will be ten dollars per system test. The contractor has the option of passing that cost along to the business owner at their discretion. There is no cost to the city to utilize the Compliance Engine and the city has full access to the data at all times. Should the city choose to terminate the agreement all data will be transferred to the city in a format acceptable to the city. The system does not obtain any sensitive or proprietary information from the business and the information submitted to the Compliance Engine will not be used for any purpose other than testing compliance or distributed to any outside parties for any other purpose.

Use of the compliance engine will eliminate the current paper tracking process through the use of online technology; improve the level of accountability; and ensure that fire protection systems are inspected and tested in a timely manner. With alarm system inspection and testing done in a timely manner an additional benefit will be to reduce the number of false alarms due to system issues.

Other options explored were to continue to operate as we currently are which has been shown to be less than effective or to hire additional administrative staff and purchase appropriate software to create a similar system ourselves at an estimated cost in excess of \$100,000 per year. Staff felt that the Compliance Engine option was the most efficient and cost effective option. The Compliance Engine is currently being used successfully in 23 states, including two locations in Arizona, with 1,500 contractors submitting the required testing reports for over 400,000 buildings.

If use of the Compliance Engine is approved by the City Council staff will then draft an administrative order under the fire code directing that all future fire protection system testing reports be submitted through the Compliance Engine.

BUDGET IMPACT:

There is no cost to the city to enter into this agreement.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve a Cooperative Purchasing Agreement with Brycer, LLC to provide certain administrative services related to the annual testing of fire alarm and fire protection systems in commercial occupancies within the City of Avondale.

ATTACHMENTS:

Description

[CPA - Brycer, LLC](#)

CPA – BRYCER LLC

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