

WORK SESSION
June 6, 2016
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. UPDATE ON THE VOLUNTEERS IN SERVICE TO AMERICA (VISTA) PROGRAM

City Council will receive an update on the implementation of the VISTA program which provides capacity-building support for the City of Avondale's priorities in education, volunteer engagement and crime prevention. For information and discussion only.

3. INFORMATION REGARDING THE CITY'S RECYCLABLE MATERIALS PROCESSING SERVICES

City Council will receive information regarding the city's recyclable materials processing services. This item is for information, discussion and possible direction only.

4 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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

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

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

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

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

De acuerdo con la ley A.R.S. 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad 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 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 AGENDA

SUBJECT:

Update on the Volunteers in Service to America (VISTA) Program

MEETING DATE:

6/6/2016

TO: Mayor and Council**FROM:** Stephanie Small - Neighborhood and Family Services Director - 623.333.2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

The purpose of this item is to provide an update on the implementation of the VISTA program which provides capacity-building support for the City of Avondale's priorities in education, volunteer engagement and crime prevention.

BACKGROUND:

AmeriCorps VISTA is the national service program of the Corporation for National and Community Service, designed specifically to fight poverty. Founded in 1965 as Volunteers in Service to America, the program became part of the AmeriCorps network of programs in 1993. VISTA supports efforts to alleviate poverty by engaging individuals in a year of full-time service with a sponsoring organization to create or expand programs designed to bring individuals and communities out of poverty. VISTA members do not provide direct services to low-income individuals, but rather work to increase the capacity of organizations to fight poverty.

The Neighborhood & Family Services, Parks, Recreation & Libraries and Police Departments collaborated on an application for five VISTA members to assist in building our programs in the areas of education, community outreach and crime prevention. VISTA members work to recruit volunteers who are engaged in the schools, libraries, resource centers and in the community. Their work supports services that contribute to the economic well-being of low-income residents and support improved educational outcomes in Avondale schools. This resource is the foundation of the Avondale Educational and Community Engagement Initiative (AECE), the City's effort to improve the educational outcomes and economic well-being of Avondale's low-income residents. The strategies under AECE include:

- Harnessing volunteers to improve the housing of low-income residents
- Encouraging parents to engage in their children's education
- Connecting residents to technology and educational resources through the libraries
- Funneling volunteers to support the schools
- Supporting the volunteer needs of non-profit organizations
- Educating residents on consumer scams, predatory lending and crime prevention

The City of Avondale's application was approved in February 2014. The City provides matching funds that cover the stipends for two members for a total of \$23,352 per year. In addition to these matching funds, the City opted to provide a housing stipend of \$150 per month for eligible members. The housing stipends are offered to prospective members as a way to be more

competitive across the country in competing for highly qualified applicants. Competition to recruit the most qualified applicants has posed a significant challenge for staff. In several instances prospective VISTA members have opted to serve within larger cities that offer robust public transportation system and other amenities. In effort to keep Avondale competitive, the housing stipend has increased to \$300 per month at the start of our second program year. Funding for this increase was made possible through savings that resulted from vacant VISTA opportunities and members ineligible to receive the stipend. This City of Avondale highlighted this increase during the National Day of Service recognition that occurred in April 2016.

DISCUSSION:

The City of Avondale began the implementation of its AmeriCorps VISTA program in March 2014. The first phase of the implementation process included the training of supervisors and program managers, the recruitment and selection of qualified candidates, the training and orientation of VISTA members to the community and the program objectives. Within months of implementation, the project began to yield positive results in the form of volunteer engagement and new partnerships. Some of the most significant results of the initiative thus far include:

- Volunteers recruited by AmeriCorps VISTA members provided over 7,227 hours of service
- Volunteers recruited by AmeriCorps VISTA members provided services valued at \$164,992
- AmeriCorps VISTA Members generated \$7,960 in grants and sponsorships
- A summer STEM program that provided enrichment activities to 317 children last summer
- The creation of a Crime Scene Technician program in partnership with EMCC
- A partnership with One Step Beyond to provided vocational training at the Civic Center Library

- The creation of a parent volunteer program within the Avondale Elementary School District

Feedback received after a recent compliance monitoring visit indicated that the City of Avondale is utilizing “exemplary” management practices and procedures to create a highly impactful project. The overall project team has achieved significant success in generating resources, volunteer service and partnerships to improve the educational outcomes and economic well-being of Avondale’s low-income residents. The AmeriCorps VISTA program is now in its third year of a very successful three-year project and the agreement with Corporation for National and Community Service is set to expire on February 7, 2017. As a result of these accomplishments, the Corporation for National and Community Service, Arizona State Office has requested that the city submit concept papers later this year for the award of second AmeriCorps VISTA project with the potential for annual agreement renewals.

BUDGET IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

This item is for information and discussion only.



CITY COUNCIL AGENDA

SUBJECT:

Information Regarding the City's Recyclable
Materials Processing Services

MEETING DATE:

6/6/2016

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

Staff is presenting information regarding the city's recyclable materials processing services for discussion and possible Council direction only. No action is required.

BACKGROUND:

The City of Avondale provides once a week curbside recycling service to approximately 21,000 homes. Annually, the city collects nearly 5,000 tons of recycling materials. These materials are then sold to a processor. Our current processor, Friedman Recycling, has officially notified the city that they will not be accepting any renewals of their contract which expires June 30, 2016. It should be noted that since January of this year Friedman Recycling has had equipment problems that have not allowed them to keep up with the volume of material delivered to their facility. The ReCommunity material recover facility was designated as the back up location and the city has been delivering to their facility at 16th st. & Broadway.

Although no specific reason was given as to why Friedman Recycling will not be renewing the contract, the downturn in the recycling market is believed to be the major factor in this decision. The recycling markets are volatile and are in a downward cycle. Commodity prices for cardboard, plastics, metals and paper have all continued to fall over the last five years. There are a number of factors that have contributed to this decline, including a slowing demand from China, over supply, contamination, and the rapid decline in oil prices. Moving forward, it will be extremely important to properly manage the recycling program, not only on an operational level but also to deal with the ebs and flows of the commodities market.

DISCUSSION:

After receiving notification from Friedman, staff began reaching out to contacts in the recycling industry. This process eventually provided the opportunity to open dialogue with the City of Phoenix. The City of Phoenix owns the 27th Avenue material recovery facility (MRF) located at 3060 S. 27th Ave. Which is at the intersection of 27th Ave. and Lower Buckeye Rd. Staff from both cities have met and discussed the possibility of partnering, identified the needs of both parties, and the logistics of such a partnership.

Staff believes that this partnership is in the best interest of both the City of Avondale and the City of Phoenix. It provides a stable partnership that has a regional impact. With the exception of styrofoam, all materials currently accepted in our recycling program will stay the same. As there has been no measurable tonnage of styrofoam during any of our previous material audits,

staff does not see this as an issue that will negatively affect a large number of our customers.

The agreement is still in draft and under review by the City Attorney. As drafted, the agreement has an initial three year term, with the option of (2) one-year renewals. The agreement is schedule for approval on the June 20th Council agenda.

BUDGET IMPACT:

The draft agreement calls for a revenue sharing agreement based on a blended recyclables market rate. Avondale will be paid a percentage of the blended rate Phoenix receives for the sale of the recyclables on the open market.

Although we believe this revenue share agreement is fair to both parties, under current market conditions Avondale will see a decrease in revenues from the sale of recycling materials. The extent of the decrease is difficult to predict with any certainty because it will be dependent on the commodity markets throughout the year. Staff has been aware that our current contract was very beneficial to the City and likely would not be the type of revenue we could expect from any new contract under the current recycling market conditions.

RECOMMENDATION:

For information purposes only. No action is required.



CITY COUNCIL AGENDA

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

REGULAR MEETING

June 6, 2016

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. **RECOGNITION FROM ST. MARY'S FOOD BANK ALLIANCE**

St. Mary's Food Bank Alliance will present a "Hunger Hero" award to Mayor and City Council in recognition of ongoing support through the Contributions Assistance Program.

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. Regular Meeting of May 2, 2016
2. Regular Meeting of May 16, 2016

b. **LIQUOR LICENSE SERIES 12 (RESTAURANT) - PIELOGY PIZZERIA**

City Council will consider a request to approve an application for a Series 12 (Restaurant) License submitted by Mr. Kristopher Olsa to sell all spirituous liquors at Pielogy Pizzeria location at 9915 W McDowell Road #107 in Avondale. The Council will take appropriate action.

c. **COOPERATIVE PURCHASING AGREEMENT - W.W. GRAINGER, INC.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with W.W. Grainger, Inc. to purchase industrial, maintenance, repair, and operating products for a maximum aggregate not to exceed \$300,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **CLOSING AGREEMENT ON FINAL DETERMINATION WITH THE COMMISSIONER OF THE INTERNAL REVENUE SERVICE.**

City Council will consider a request to approve the Closing Agreement on Final Determination with the Commissioner of the Internal Revenue Service related to the City's 2009 taxable Build

America Bonds and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - CORPORATE TECHNOLOGY SOLUTIONS LLC

City Council will consider a request to approve the first amendment to the Cooperative Purchasing Agreement with Corporate Technology Solutions LLC for communications cabling materials and services to increase the annual not exceed amount to \$80,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate necessary documents. The Council will take appropriate action.

f. RESOLUTION 3317-616 - INTERGOVERNMENTAL AGREEMENT - STATE OF ARIZONA

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona State Forestry Division for wildland fire response and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take the appropriate action.

g. RESOLUTION 3318-616 - INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSIT AUTHORITY

City Council will consider a resolution approving an amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for FY 2017 Zoom operations, funding for Americans with Disabilities Act Paratransit Services, and Express Bus Service and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 CONSTRUCTION CONTRACT AWARD - NESBITT CONTRACTING COMPANY, INC. FOR MCDOWELL RD IMPROVEMENTS

City Council will consider a request to approve a Construction Contract with Nesbitt Contracting Company, Inc. to provide construction services for the McDowell Road Improvements in the amount of \$2,758,396.15, authorize the necessary transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

6 2016 END OF SESSION REPORT

City Council will receive a wrap-up report of key bills heard during the 2016 State Legislature 52nd Legislature – Second Regular Session and information on the League of Arizona Cities & Towns Annual Resolution Process. Resolutions will be adopted at the League's Annual Conference August 23 - 26, 2016. For information and direction only.

7 RESOLUTION 3316-6161 - INTERGOVERNMENTAL AGREEMENT FOR A COMMUNITY PARAMEDICINE PILOT PROGRAM

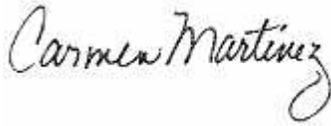
City Council will consider a resolution authorizing an Intergovernmental Agreement with the cities of Goodyear, Surprise, Peoria, and the Sun City Fire District to create a Community Paramedicine Pilot Program and to accept and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

8 EXECUTIVE SESSION

City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) for discussion or consultation for legal advice with the City's Attorney regarding personnel matters.

9 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Recognition from St. Mary's Food Bank Alliance

MEETING DATE:

6/6/2016

TO: Mayor and Council

FROM: Stephanie J. Small, Neighborhood and Family Services Director - 623.333.2711

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Public recognition to Mayor and City Council for support of St. Mary's Food Bank Alliance programs to fight hunger in the West Valley. St. Mary's Food Bank will present the City of Avondale with the Hunger Hero Award.

BACKGROUND:

Over the past several years, St. Mary's Food Bank Alliance has provided emergency food boxes to thousands of residents in Avondale at the Community Center and Agua Fria Food Bank. St. Mary's Food Bank recognizes that its partnership with the City of Avondale is essential to providing support to Avondale's most vulnerable populations.

BUDGET IMPACT:

There is no budgetary impact on this item.

RECOMMENDATION:

Staff recommends acceptance of public recognition by Mayor and City Council for support of St. Mary's Food Bank Alliance programs.



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 12 (Restaurant) - Pielogy Pizzeria

MEETING DATE:

6/6/2016

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) License submitted by Mr. Kristopher Olsa to sell all spirituous liquors at Pielogy Pizzeria location at 9915 W McDowell Road #107 in Avondale.

DISCUSSION:

Staff has received an application from Mr. Kristopher Olson for a Series 12 Restaurant Liquor License to sell all spirituous liquors at Pielogy Pizzeria. Since 2015, this restaurant has been operating in Suite 107 of the Gateway Crossing Shopping Center located at 9915 W McDowell Road, in Avondale.

The fees in the amount of \$1,350 have been paid.

As required by state law and city ordinance, the application was posted for the required period of time beginning on May 10, 2016. A notice was published in the West Valley View on May 25 and June 1, 2016. No comments have been received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) License submitted by Mr. Kristopher Olsa to sell all spirituous liquors at Pielogy Pizzeria location at 9915 W McDowell Road #107 in Avondale.

ATTACHMENTS:

Description

[Application documents](#)

SERIES 12 (RESTAURANT) LIQUOR LICENSE APPLICATION FOR
PIEOLOGY PIZZERIA

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS
HAVE BEEN POSTED SEPARATELY:

APPLICATION
DEPARTMENTAL REVIEW
POSTING PHOTOS
VICINITY MAP

<http://www.avondale.org/DocumentCenter/View/38635>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - W.W.
Grainger, Inc.

MEETING DATE:

6/6/2016

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

Staff is requesting that the City Council approve a Cooperative Purchase Agreement with W.W. Grainger, Inc. to purchase industrial, maintenance, repair, and operating products for a maximum aggregate not to exceed \$300,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

As a member of the National Intergovernmental Purchasing Alliance, the City of Tucson entered into a competitively bid contract with W.W. Grainger, Inc. to purchase industrial, maintenance, repair, and operating products. The City of Tucson contract contains cooperative use language which extends the use of the contract to other municipalities.

The term of the initial contract is through December 31, 2016. After the expiration of the initial term, this agreement may be renewed up to three successive one-year terms. This is an indefinite quantity and indefinite delivery agreement for products. The City does not guarantee that any minimum or maximum number of purchases will be made under this agreement.

DISCUSSION:

In order to properly maintain city facilities, grounds, vehicles, and equipment, departments must purchase parts, supplies, and services from qualified vendors. W.W. Grainger, Inc. is a current registered vendor with the city and has satisfactorily supplied the city with products in the past. Staff is seeking authorization to enter into a Cooperative Purchasing Agreement and to renew the agreement subject to the terms and conditions in the agreement.

BUDGET IMPACT:

Staff estimates approximately \$75,000 in expenditures for industrial, maintenance, repair, and operating products per fiscal year, for a cumulative total over the four (4) year contract period not to exceed \$300,000, subject to budget approval.

Funding for the current year is available in the approved City budget and is subject to annual budgetary authority. Expenditures are typically charged to the parts and supplies line items.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with W.W. Grainger, Inc. to purchase industrial, maintenance, repair, and operating products for a maximum

aggregate amount not to exceed \$300,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - W.W. GRAINGER, INC.](#)

COOPERATIVE PURCHASING AGREEMENT – W.W. GRAINGER, 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/38617>



CITY COUNCIL AGENDA

SUBJECT:

Closing Agreement on Final Determination with the Commissioner of the Internal Revenue Service.

MEETING DATE:

6/6/2016

TO: Mayor and Council**FROM:** Kevin Artz, Assistant City Manager**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

To approve a Closing Agreement with the Commissioner of the Internal Revenue Service (IRS), related to the City's 2009 taxable Build America Bonds, and authorize the City Manager to take all necessary actions to execute the agreement.

BACKGROUND:

In 2009, the City issued \$29.8M of taxable Build America Bonds (BAB's) to finance a portion of the water reclamation expansion (\$7.8M), construction of numerous street projects (\$14.0M) and a portion of the construction of the American Sports Center (\$8.0M) at the City Center.

The Recovery Act of 2009 created the new financing tool called Build America Bonds. The bonds are issued on a taxable basis (i.e., a higher interest rate compared to tax-exempt financing that the City typically issues) and the Federal Government pays a direct subsidy of 35% of the interest rate to the issuer. BAB's were created to help spur growth and jobs during the recession of 2009.

The City analyzed the tax-exempt financing and the Build America Bonds financing and determined that the BAB's would reduce interest cost to the City by approximately \$3M over the term of the bonds. Therefore, the City issued the bonds as taxable Build America Bonds, in 2009. Staff and the City's bond attorney performed the necessary tests and analysis to ensure the bonds were issued in compliance with IRS regulations.

In September 2010, the City received notice that the Internal Revenue Service had selected the City's BAB's for an examination. On November 12, 2013, the City received a proposed adverse determination that a portion of the bonds were not eligible for the subsidy.

The City disagreed with the findings in the proposed adverse determination from the IRS, and began a conference process to work toward a resolution. The IRS proposed a settlement in the amount of approximately \$2.6M and indicated that the entire subsidy of \$10.8M could be in jeopardy, if a settlement could not be reached. The City countered with a cash offer of \$450,000. It was very apparent that the City would not be able to reach a settlement through the conference process.

In August 2014, the City requested that the proposed adverse determination be submitted to the IRS Office of Appeals for an administrative review. In May 2015, the City had an appeals hearing

with the IRS Office of Appeals. After numerous conference calls and correspondence, the appeals officer proposed the draft closing agreement.

DISCUSSION:

The proposed closing agreement requires the City to pay \$205,000 (approximately 5% of the subsidy received to date) and to agree to a reduction of future subsidies by 6.75% (estimated to be a present value of \$250k over the term of the bonds). This is in addition to a 7-9% reduction in the subsidy, that all BAB's issuers realized in 2013, as a result of Federal budget cuts and sequestration.

The 2009 BAB's are callable in 2019, meaning that the City will have the ability to potentially refund the bonds on a tax-exempt basis and eliminate future subsidies (and reductions of subsidies). Staff will have to determine the economic feasibility of refunding the bonds and perform all the necessary tests and analysis to ensure applicable IRS regulation are followed.

By approving the Closing Agreement, the City can finally resolve an issue that has been ongoing for six years. Staff believes the agreement presents the lowest cost option to resolve the outstanding issues. Also, staff is planning to bring to Council an opportunity to refund MDC debt in June 2016, which will recognize substantial savings. In staff's opinion, resolving the issue with the IRS, prior to issuing new debt will be looked upon favorably by the rating agencies.

If the Council does not wish to approve the closing agreement, the next step for the City would be to proceed to Tax Court. Due to the costs of Tax Court and risks of associated litigation, staff believes that the Tax Court option would cost the City significantly more than approving the Closing Agreement.

BUDGET IMPACT:

In the 2014-15 budget, a supplemental for \$500,000 was approved for BAB's attorney fees and potential settlement proceeds. The funding was carried over to FY 2015-16, and there is adequate funding in 101-5600-00-6060 to pay the \$205,000.

The reduction of future subsidy of 6.75% translates to \$.01 (per \$100 of assessed valuation) in secondary property tax rate. Staff has examined the proposed secondary tax rate and levy for FY 2016-17 and the City can absorb the subsidy loss without increasing the proposed secondary tax rate of \$.93 (which is \$.044 less than the prior year's rate).

RECOMMENDATION:

Staff recommends that Council approve the Closing Agreement with the Commissioner of the Internal Revenue Service (IRS), related to the City's 2009 taxable Build America Bonds, and authorize the City Manager to take all necessary actions to execute the agreement.

ATTACHMENTS:

Description

[Closing Agreement](#)

**Closing Agreement on Final Determination
Covering Specific Matters**

Under section 7121 of the Internal Revenue Code

City of Avondale, Arizona (EIN 86-60000233)

(Taxpayer's name, address, and identifying number)

11465 West Civic Center Drive, Avondale, Arizona 85323

and the Commissioner of Internal Revenue make the following closing agreement:

WHEREAS, the parties have determined the following facts and made the following conclusions and representation:

- A. The Internal Revenue Service (the "Service") conducted an examination of the City of Avondale, Arizona's (the "Issuer") Taxable General Obligation Bonds (Projects 1998 and 2007, Series 2009) in the aggregate principal amount of \$29,800,000 (the "Bonds");
- B. On November 12, 2013 the Service issued a proposed adverse determination that the Bonds are private activity bonds and, therefore, not qualified as direct pay Build America Bonds under section 54AA of the Internal Revenue Code (the "Code");
- C. The Service has not formally asserted any final adverse determination or any claims against the Issuer with respect to the Bonds;
- D. The Issuer disagreed with the Service's proposed determination, and it sought review thereof by the Service's Office of Appeals;
- E. The Service, acting through its Office of Appeals, and the Issuer, have resolved the issues presented in the Service's proposed determination;
- F. The terms of this agreement were arrived at by negotiation between the Service and the Issuer and may differ from the terms of settlement of other bond issues examined or to be examined by the Service.

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NOW IT IS HEREBY DETERMINED AND AGREED FOR FEDERAL INCOME TAX PURPOSES THAT:

1. The Issuer shall pay or cause to be paid \$205,000.00 to the Service upon the Issuer's execution of this Agreement. Payment of this amount shall be made by certified check payable to the "United States Treasury" and delivered to Appeals Officer John Wong, Internal Revenue Service, 300 N. Los Angeles Street, MS-8000, Los Angeles, California 90012.
2. The Issuer's credit payments from the government, with respect to the interest on the Bonds due on and after July 1, 2016, shall be reduced by 6.75%, as illustrated below:

The credits payable at issue date, the credits that have been paid, and the remaining credits payable on the bonds as originally issued are as follows:

Credits payable at issue date:	\$10,834,257
Credits paid to January 2016:	<u>\$ 4,080,795</u>
Credits to be paid:	\$ 6,753,462

(Note: Actual credits paid to January 2016 reduced by \$133,785 due to sequestration)

Pursuant to this agreement, the maximum amount of credits payable by the government after July 1, 2016 are reduced by 6.75% from \$6,753,462 to \$6,297,604.

3. The Issuer is not entitled to and will not request more than \$6,297,604 in credit payments after July 1, 2016.
4. The payment and reduction of credit payments from the government represents a settlement and is not a payment of tax or a penalty.
5. All payments and reduction of credits made pursuant to this closing agreement shall be nondeductible for federal income tax purposes and, no attempts will be made to deduct, amortize, or recover any portion of such payment.
6. The payment or credit reduction are not refundable or subject to a tax credit or offset under any circumstances.

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7. No party to this agreement shall endeavor by litigation or other means to attack the validity of this agreement.
8. This agreement may not be cited or relied upon by any person or entity, other than the Issuer, as precedent in the disposition of any case.
9. Notwithstanding anything to the contrary contained herein, the Service may take any appropriate action with respect to the Bonds, for violations arising after the effective date of this Agreement.
10. This agreement and its contents are subject to the confidentiality requirements of section 6103 of the Code and shall not be disclosed by the Service to any third party except as provided by law, provided, however, that the Issuer hereby consents to the disclosure by the Service of information concerning the existence and subject matter of this agreement to Members of Congress, the press, and the general public:
 - (a) In the event of a default by the Issuer with respect to any term in this agreement; and
 - (b) To the extent the Service deems necessary to correct any material misstatement with respect to this agreement in response to a public statement by the Issuer or an agent of the Issuer.
12. This agreement is final and conclusive except:
 - (a) The matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of material fact;
 - (b) It is subject to sections of the Code that expressly provide that effect be given to their provisions (including any stated exception for section 7122) notwithstanding any other law or rule of law; and
 - (c) If it relates to a tax period ending after the date of this agreement, it is subject to any law, enacted after the agreement date, which applies to that tax period.

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By signing, the above parties certify that they have read and agreed to the terms of this document.

City of Avondale, Arizona
(E.I.N. 86-60000233)

By: _____

Date: _____

David Fitzhugh
City Manager

Commissioner of Internal Revenue

By: _____

Date: _____

Name:

Title: Appeals Team Manager

Instructions

This agreement must be signed and filed in triplicate. (All copies must have original signatures.)

The original and copies of the agreement must be identical.

The name of the taxpayer must be stated accurately.

The agreement may relate to one or more years.

If an attorney or agent signs the agreement for the taxpayer, the power of attorney (or a copy) authorizing that person to sign must be attached to the agreement. If the agreement is made for a year when a joint income tax return was filed by a husband and wife, it should be signed by or for both spouses. One spouse may sign as agent for the other if the document (or a copy) specifically authorizing that spouse to sign is attached to the agreement.

If the fiduciary signs the agreement for a decedent or an estate, an attested copy of the letters testamentary or the court order authorizing the fiduciary to sign, and a certificate of recent date that the authority remains in full force and effect must be attached to the agreement. If a trustee signs, a certified copy of the trust instrument or a certified copy of extracts from that instrument must be attached showing:

- (1) the date of the instrument;
- (2) that it is or is not of record in any court;
- (3) the names of the beneficiaries;
- (4) the appointment of the trustee, the authority granted, and other information necessary to show that the authority extends to Federal tax matters; and
- (5) that the trust has not been terminated, and that the trustee appointed is still acting. If a fiduciary is a party, Form 56, Notice Concerning Fiduciary Relationship, is ordinarily required.

If the taxpayer is a corporation, the agreement must be dated and signed with the name of the corporation, the signature and title of an authorized officer or officers, or the signature of an authorized attorney or agent. It is not necessary that a copy of an enabling corporate resolution be attached. See 26 C.F.R. §601.504(b)(2)(ii) as to dissolved corporations.

Use additional pages if necessary, and identify them as part of this agreement.

Please see Revenue Procedure 68-16, 1968-1 C.B. page 770, for a detailed description of practices and procedures applicable to most closing agreements.



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Corporate Technology Solutions LLC

MEETING DATE:

6/6/2016

TO: Mayor and Council
FROM: Mark Neerings, Assistant CIO
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests that the City Council approve the first amendment to the Cooperative Purchasing Agreement with Corporate Technology Solutions for communications cabling materials and services to increase the annual not to exceed amount from \$40,000 to \$80,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The City of Avondale entered into a Cooperative Purchasing Agreement No. 13944c, dated August 4, 2014, with Corporate Technology Solutions based upon State Contract No. ADSPO12-03346, dated January 10, 2014, to provide communications cabling materials and services. The Agreement provided for up to two successive one-year term extensions with an annual not to exceed amount of \$40,000 and a maximum aggregate amount not to exceed \$120,000.

DISCUSSION:

The Information Technology Department traditionally orders wiring and installations when facilities are built or reconfigured at the request of City departments and when the work falls beyond what internal staff can effectively accomplish. Use of contracts awarded by the State of Arizona allows the City to access services that are formally procured at advantageous rates and terms.

Avondale IT is working with several departments for current and upcoming projects that would exceed the original Agreement amount capacity. IT is working to upgrade the existing fiber at Civic Center, working with Fire to install fiber to the PIR building for communications to the Emergency Operations Center, working with Police to provide cabling for the expansion of the Southwest Family Advocacy Center, and working with Public Works to provide cabling for the Water Reclamation administration building renovations.

The proposed Amendment increases the annual not to exceed amount from \$40,000 to \$80,000 for the remaining two terms with a maximum aggregate amount not to exceed \$200,000. Services from the Contractor would be used on an as-needed basis, when projects require supplemental communications cabling services. Funding for these initiatives comes from existing department budgets and/or contingency requests approved by City Council. Additionally, this Purchase Agreement requires Corporate Technology Solutions to maintain its State contract to remain in effect.

BUDGET IMPACT:

Under the proposed first amendment, up to \$80,000 in annual expenditures are authorized across all City departments. The total aggregate of the contract is not to exceed \$200,000 if all renewals are authorized, for a total potential duration until October 19th, 2017. Expenditures depend on sufficient allocations in the budgets of departments requesting work.

RECOMMENDATION:

Staff recommends that City Council approve the first amendment to the Cooperative Purchasing Agreement with Corporate Technology Solutions for communications cabling materials and services in an amount not to exceed \$80,000 annually for a total aggregate amount of \$200,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[CPA - CTS](#)

COOPERATIVE PURCHASING AGREEMENT – CORPORATE TECHNOLOGY
SOLUTIONS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38619>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3317-616 - Intergovernmental Agreement -
State of Arizona

MEETING DATE:

6/6/2016

TO: Mayor and Council

FROM: Paul Adams, Chief of Department, Fire & Medical Department

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests that the City Council adopt a resolution approving an Intergovernmental Agreement with the Arizona State Forestry Division for wildland fire response and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

In July 1998 the City Council approved a Cooperative Intergovernmental Agreement (IGA) with the Arizona State Land Department - Fire Management Division relating to wildland fire response. The agreement established the terms and conditions for local departments to respond to wildland fire incidents at the request of the State Fire Management Division and to receive reimbursement for those responses. Reimbursement rates are established each year through a separate cooperative rate agreement.

DISCUSSION:

The original IGA has remained in effect and Avondale Fire and Medical has continued to be a participating responding agency through the execution of the cooperative rate agreement each year and has responded, and been reimbursed for, fire response at the request of the state on several occasions. The official name of the state agency has changed and since the document had not been updated in over 17 years it was felt that it was time to do so.

The new IGA makes some clarifying changes to the basic terms and conditions; updates the insurance requirements which apply only to private entities; establishes a 10 year term for the agreement; and clarifies workers compensation and indemnification requirements. Reimbursement rates will continue to be established each year through the separate cooperative rate agreement.

BUDGET IMPACT:

There is no budgetary impact by approving this agreement. Response to a request from the State Forestry Division is at the sole discretion of the city and the city will be reimbursed for costs associated with any response.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving a Cooperative Intergovernmental Agreement with the Arizona State Forestry Division for wildland fire response and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[Resolution 3317-616](#)

RESOLUTION 3317-616 – INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ARIZONA RELATING TO THE
PROTECTION OF FOREST AND WILDLANDS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38618>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3318-616 - Intergovernmental Agreement with the Regional Public Transit Authority

MEETING DATE:

6/6/2016

TO: Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

City Council will consider a resolution approving an Amended and Restated Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) for FY 2017 Zoom operations, funding for American with Disabilities Act Paratransit Services, and Express Bus Service and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

During 2010 the Maricopa Association of Governments, on behalf of the City of Avondale, conducted a feasibility study and determined that operation of a local Circulator would benefit the community. Avondale started the Zoom Neighborhood Circulator in July 2011 and has seen continued success since inception.

The Zoom Neighborhood Circulator is a 21-mile route that runs throughout the City of Avondale, Tolleson and Goodyear and provides connectivity to fixed routes and greater access to Estrella Mountain Community College and other activity centers. In July 2012, Saturday service was added, and routes running through the City of Tolleson were also added. Last October, the Zoom extended into Goodyear to the West Valley Hospital. Ridership continues to improve, reaching over 19,000 riders monthly.

The Southwest Valley has a great demand for Express Bus Service to get people to work downtown. During 2010, MAG conducted a feasibility study on a transit center to be located in City Center. During 2014, that Transit Center was completed and the express service started on October 27, 2014.

RPTA is legislatively mandated to implement the transit element of the Regional Transportation Plan, which includes bus operations, bus capital and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program (TLCP). In addition to Council representation at the Board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP. As part of the TLCP, seven percent of Proposition 400 is required to be used for ADA Paratransit Service. These funds are used to provide Dial-a-Ride service in Avondale as well as some of the Taxi Program. The TLCP funds cover the cost for routes 3 and 17 that run through Avondale as well as the Express Service that runs out of our transit center.

DISCUSSION:

The Resolution amending and restating the agreement with RPTA provides for costs for the Zoom service. Total FY 2017 costs for the Zoom service is \$1,252,617. Federal Transit Administration funds and fares in the amount of \$658,459 are applied leaving Avondale's share at \$594,157.

New this year, Valley Metro will be moving to a Regional Dial-a-Ride (RDAR) service to ensure that ADA certified residents are able to make RDAR trips in a safe, comfortable manner by providing a door to door service that eliminates transfers. Valley Metro is estimating making 200 of these trips during FY2017 costing \$9,873, all of which will be covered by funds from the TLCP.

The 562 and 563 Express service runs from the City's transit center to downtown Phoenix and provides four trips into Phoenix and four return trips to the transit center. Total cost for the Express service is \$246,310 which is entirely covered by funds from fares and the TLCP.

Routes 3 (Van Buren) and 17 (McDowell) also run through the City of Avondale. The total cost for these routes is \$1,376,622 and that cost is also covered by funds from the TLCP.

BUDGET IMPACT:

The total estimated cost to the City of Avondale for Fiscal Year 2017 for Zoom Operations \$594,157. The funding for this project is available in the Transit Fund 215. The costs for providing ADA services are also included in Fund 215. This agreement with RPTA provides for reimbursement to Avondale for ADA paratransit expenses up to \$217,600 for Fiscal Year 2017.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Amended and Restated Intergovernmental Agreement with the Regional Public Transit Authority for Fiscal Year 2017 Transit services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3318-616](#)

RESOLUTION NO. 3318-616

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract # 106-75-2017 (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment 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, Arizona, June 6, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3318-616

[Amendment – Contract # 106-75-2017]

See following pages.

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 106-75-2017

THIS AMENDMENT dated this 1st day of July, 2016, amends the following items of the Transit Service Agreement Contract #106-75-2016 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended July 1, 2014 and July 1, 2015.

The following Sections of the Agreement dated July 1, 2013 are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

Regional Dial-a-Ride Services (RDAR) (Schedule C) means a shared-ride, door-to-door transportation service operated for the purpose of transporting designated passengers, within designated time periods, between origins and destinations that would otherwise require travel on two or more local Dial-a-Ride systems.

ADA Platinum Pass Program (Schedule F) The Platinum Pass Program provides trips to customers that are ADA certified through the “in person” assessment process to travel on fixed route services at no cost to the customer. This program is designed to encourage ADA certified individuals to use fixed route transit service when they are able to do so and represents a win/win for customers and the Member Jurisdiction alike. This program is paid for with regional Public Transportation Funds and is provided at no cost to the Member Jurisdiction.

SECTION 3 RPTA’S OBLIGATIONS

- 3.1 With respect to the services provided hereunder, RPTA shall:
- n. Accept, research, resolve and report on customer complaints, using the Valley Metro Complaint Administration System (CAS).

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

The following Schedules amend those Schedules of the agreement entered into July 1, 2015.

The attached Schedule A amends Schedule A entered into July 1, 2015.

The attached Schedule B amends Schedule B entered into July 1, 2015.

The attached Schedule E amends Schedule E entered into July 1, 2015.

The following Schedule is added to the agreement entered into July 1, 2013, as amended:

The attached Schedule C

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date

first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Scott W. Smith, Interim Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael J. Minnaugh, General Counsel

City of Avondale

By: _____
Kenneth Weise, Mayor

By: _____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew J. McGuire, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$735,414.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY17 Fixed Route Estimate							
RPTA Funded Service in the City of Avondale							
Level	Route	Jurisdiction	Annual Miles	Gross Cost	Fares	Op Assist	Net Cost
W	3	Avondale	75,728	\$567,787	(\$75,710)	(\$246,039)	\$246,039
W	3	Avondale (Phx Miles)	3,589	25,777	-	(12,889)	12,889
W	17	Avondale	59,907	449,166	(50,765)	(199,200)	199,200
W	17	Avondale (Phx Miles)	32,530	233,618	-	(116,809)	116,809
S	17 A	Avondale	7,694	57,684	(6,768)	(25,458)	25,458
S	3 A	Avondale	5,680	42,590	(5,187)	(18,702)	18,702
W	562	Avondale	9,433	67,032		(32,237)	34,795
W	563	Avondale	25,228	179,278	(23,069)	(74,686)	81,523
Grand Total			219,789	\$1,622,932	(\$161,499)	(\$726,019)	\$735,414

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2016 to June 30, 2017 the City of Avondale will pay the Regional Public Transportation Authority **\$594,157.00** for bus service on the Avondale Circulator in Avondale.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$49,513.08** commencing July 1, 2016 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

FY17 Fixed Route Estimate							
RPTA Operated in the City of Avondale							
Avondale Funded							
Funding	Avon						
Level	Route	Physical	Total Miles	Gross Costs	FY17 Fares	Op Assist	Net Cost
W	ZOOM	Avon	212,711	\$1,077,474	(\$41,904)	(\$525,200)	\$510,370
S	ZOOM	Avon	34,576	175,143	(5,158)	(86,198)	83,788
Grand Total			247,287	\$1,252,617	(\$47,062)	(\$611,397)	\$594,157

SCHEDULE “C” –REGIONAL DIAL A RIDE SERVICES AND FINANCIAL INFORMATION

The goal of Valley Metro’s Regional Dial-a-Ride service (RDAR) is to ensure that ADA certified residents of and visitors to the Valley are able to make regional Dial-a-Ride trips in a safe, comfortable, convenient and legally compliant manner. RDAR provides door-to-door ADA paratransit service to ADA certified individuals making ADA eligible trips that would otherwise involve two or more local Dial-a-Ride providers.

The program is intended to meet the requirements of the federal Americans with Disabilities Act as well as specific requirements established by participating jurisdictions. The following is a description of the service:

1. Service Description

RDAR is an advanced reservation, door-to-door, shared-ride paratransit system which provides ADA compliant Dial-a-Ride service to ADA certified individuals making ADA eligible trips which begin and end within different Dial-a-Ride service areas. RDAR also provides other regional Dial-a-Ride trips as directed by individual member cities.

RDAR service is provided by a private company who contracts with Valley Metro. The contractor accepts calls from customers, verifies the customer’s eligibility for the trip, schedules each trip, assigns each trip to an appropriate vehicle and driver, groups trips whenever appropriate, provides the trip, collects the applicable fare, provides all trip-related data to Valley Metro, accepts and resolves service complaints, and prepares all required data and reports. Total Transit’s fleet includes a mix of sedans and vans as well as a number of lift and ramp equipped vans and minivans which ensure that service can be provided in a timely manner to all customers—regardless of their mobility needs.

SCHEDULE “C” – REGIONAL DIAL A RIDE SERVICES SPECIFICATIONS

2. Program Eligibility

Currently, Valley Metro utilizes two different eligibility certification processes for individuals who wish to use Dial-a-Ride.

- For ADA Regional Dial-a-Ride - Individuals must go through the regionally adopted in-person eligibility assessment and certification process administered by Valley Metro and be certified as ADA eligible.
- Non-ADA Regional Dial-a-Ride – Depending on the jurisdiction of residence, individuals must either be a senior age 65 or above or an ADA certified person with a disability. Individuals can apply as a senior by completing an application and providing documentation demonstrating age and jurisdiction of residence. Individuals with disabilities can use the same in-person functional ADA evaluation and certification process as described above.
- If a jurisdiction wishes to provide RDAR to any other individuals, that jurisdiction must implement and manage its own eligibility certification process and provide the names, contact information, and any other appropriate information for eligible individuals to Valley Metro so that service can be provided in accordance with the jurisdiction’s eligibility policies and procedures.

3. Restrictions/Priorities:

There are no restrictions or trip priorities for ADA certified riders making ADA eligible RDAR trips. If a jurisdiction wishes to establish restrictions or priorities for non-ADA RDAR service, the jurisdiction and Valley Metro will agree on those restrictions and priorities prior to the beginning of the fiscal year during which they will be in effect and as necessary thereafter.

SCHEDULE “C” – REGIONAL DIAL A RIDE SERVICES SPECIFICATIONS Cont.

4. Fares:

Fares for ADA certified riders making ADA eligible RDAR trips are \$4 per one-way trip. Fares for non-ADA RDAR trips may be established by each jurisdiction providing non-ADA service. Fares may be paid in cash or with pre-purchased East/Northwest Valley or Regional Dial-a-Ride tickets. Phoenix residents who wish to pay the fare with Phoenix Dial-a-Ride tickets or with a Phoenix Dial-a-Ride monthly pass may do so; however, these fare instruments are not available to residents of any other jurisdictions.

Valley Metro will bill each jurisdiction for the actual cost of service provided to its residents and to ADA certified visitors who reside within the city during their stays in the region, less the amount of fares to be collected. Valley Metro will also bill any jurisdiction for any fares which the RDAR contractor was unable to collect under the following circumstances:

- The resident or visitor was making a return trip and was unable/unwilling to pay the fare. (In such instances, transportation will be provided to the passenger’s home, and the passenger will be subject to disciplinary action, up to and including suspension of service.)
- The resident or visitor was making a trip to or from a life sustaining medical treatment (such as kidney dialysis) and was unable/unwilling to pay the fare. (In such instances, transportation will be provided to ensure that the passenger is able to receive the necessary medical treatment, and the passenger will be subject to disciplinary action, up to and including suspension of service.)
- The resident lives in Phoenix and paid his/her fare with a Phoenix Dial-a-Ride Monthly Pass.

Valley Metro will also bill jurisdictions for East Valley/Northwest Valley, Regional Dial-a-Ride and Phoenix Dial-a-Ride tickets turned in by the RDAR contractor.

SCHEDULE “C” – REGIONAL DIAL A RIDE SERVICES SPECIFICATIONS Cont.

5. Days and Hours of Service

RDAR service will be available for any ADA certified rider at any time when the requested trip can be made using Valley Metro bus and/or light rail service. If a jurisdiction wishes to provide RDAR service for non-ADA trips, Valley Metro and the jurisdiction will agree on a schedule during which RDAR service will be made available to eligible residents of that jurisdiction.

6. Service Area:

For ADA certified riders making ADA eligible trips, RDAR service is available anywhere where Valley Metro service operates. For non-ADA service, RDAR is available anywhere in Maricopa County, subject to any limitations established by each jurisdiction for its residents making non-ADA trips.

7. Complaints

Valley Metro will accept all comments, complaints and commendations regarding RDAR service. Customers, caregivers and other interested parties may file a comment, complaint or commendation about RDAR service by contacting Valley Metro’s Customer Service Center by phone at (602) 253-5000, by email at csr@valleymetro.org, or via Valley Metro’s website, valleymetro.org. Valley Metro staff will direct the comment to the most appropriate party (e.g. the RDAR provider or Valley Metro staff who oversees the service) and will document any findings made or actions taken by either provider or Valley Metro staff as a result to the comment, complaint or commendation.

SCHEDULE “C” – REGIONAL DIAL A RIDE SERVICES SPECIFICATIONS Cont.

8. Payment to Provider:

The RDAR contractor will be paid a boarding fee for each trip and for each revenue mile or group trip operated, less the fares to be collected. The contractor will also be paid or assessed additional amounts based on the contractor achieving or failing to achieve levels of performance set forth in the contract.

Each jurisdiction will pay all boarding fees, per-mile charges, group charges and retain all fares for trips taken by its residents. All costs associated with incentives and all savings associated with penalties will be apportioned to each jurisdiction based on its pro rata share of service.

9. Contract Administration

Valley Metro shall serve as Contract Administrator. Valley Metro Shall:

- Provide detailed operational and financial performance data to each jurisdiction on an at-least monthly basis
- Process, review, validate, and pay contractor invoices
- Accept, monitor and resolve customer complaints
- Procure, oversee and manage the RDAR contractor and ensure compliance with all applicable federal, state and local laws and ordinances
- Administer federal, regional, and local project funds and apportion all program revenues and expenses to each jurisdiction as described herein
- Provide public information regarding RDAR service
- Assist jurisdictions to implement strategies to maximize the safety, quality, effectiveness, efficiency and cohesiveness of RDAR service

**SCHEDULE “C” – REGIONAL DIAL A RIDE
SERVICES COST ESTIMATE**

Total Trips	200
Cost:	
ADA Ambulatory	\$7,714
ADA Wheelchair	\$2,571
Total Variable Cost	\$10,285
Contractor's Incentive	\$156
RPTA Salaries, Fringes & OHD	\$231
Total Gross Program Cost	\$10,673
Total Fare Revenue	\$800
Total Net Program Cost Before PTF	\$9,873
ADA Costs	\$9,873
Non-ADA Costs	\$0
Net Program by ADA and Non-ADA:	\$9,873
Remaining PTF Available	\$9,873
PTF Applied	\$9,873
Member City Contributions:	
ADA-Costs	\$0
Non-ADA Costs	\$0
Total Contribution	\$0

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2016 to June 30, 2017 the maximum amount of Public Transportation Funds (PTF) available for the City of Avondale is **\$217,600.00**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$217,600.00**



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award - Nesbitt
Contracting Company, Inc. for McDowell Rd
Improvements

MEETING DATE:

6/6/2016

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that City Council approve a Construction Contract with Nesbitt Contracting Company, Inc. to provide construction services for the McDowell Rd Improvements in the amount of \$2,758,396.15, authorize the transfer of \$33,000 from identified CIP Street Fund Line Items to CIP Street Fund Line Item 304-1012-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City's current Capital Improvement Program includes a project to improve the roadway on McDowell Road from the Agua Fria River Bridge to Avondale Boulevard. McDowell Road will be repaved within the limits. Median islands will be added from the bridge to 119th Avenue. This project will enhance the aesthetics along the corridor including LED street lights, added sidewalks and bike lanes along with landscaping.

Council approved the Design Contract with Kimley Horn and Associates on June 15, 2015 to conduct the design of the improvements within this corridor. Plans and specifications have been reviewed and approved.

DISCUSSION:

The main scope of work for this project will include:

- Pavement replacement, curb, gutter and sidewalk installation
- Median island installation
- LED lighting
- Landscaping

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on April 6 and April 13, 2016 and the Arizona Business Gazette on March 31, 2016. The Development and Engineering Services Department held a non-mandatory pre-bid meeting on April 6, 2016. Six (6) bids were received and opened on April 20, 2016. Each bid package was reviewed and five (5) bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

BIDDER	TOTAL BID AMOUNT	M/DBE
InterMountain West Civil Constructors	\$3,069,139.90	No
J. Banicki Construction	\$3,084,681.80	No
Standard Construction	\$3,343,177.60	No
Nesbitt Contracting	\$2,758,396.15	No
BluCor Contracting	\$2,894,986.65	No

Nesbitt with a bid of \$2,758,396.15 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Nesbitt to be competent and qualified for this project. Nesbitt has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this Contractor.

The bid tabulation sheet which provides a detailed, bid item breakdown of each bid is attached.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	5/3/16
Pre-Construction Conference	5/18/16
Notice-to-Proceed	6/6/16
Begin Construction	6/6/16
Project Completion	12/5/16

BUDGET IMPACT:

Funding in the amount of \$33,000 is available in CIP Street Fund Line Item 304-1012-00-8420, Bridge Repairs and is proposed to be transferred to CIP Street Fund Line Item 304-1287-00-8420, McDowell Road – Bridge to Avondale Boulevard. The remaining \$2,726,396.15 is available in CIP Street Fund Line Item No. 304-1287-00-8420, McDowell Road – Bridge to Avondale Boulevard.

RECOMMENDATION:

City Council will consider approving a Construction Contract with Nesbitt Contracting Company, Inc. to provide construction services for the McDowell Road Improvements in the amount of \$2,758,396.15, authorize the transfer of \$33,000 from CIP Street Fund Line Item 304-1012-00-8420, Bridge Repairs to CIP Street Fund Line Item 304-1287-00-8420, McDowell Road - Bridge to Avondale Boulevard and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

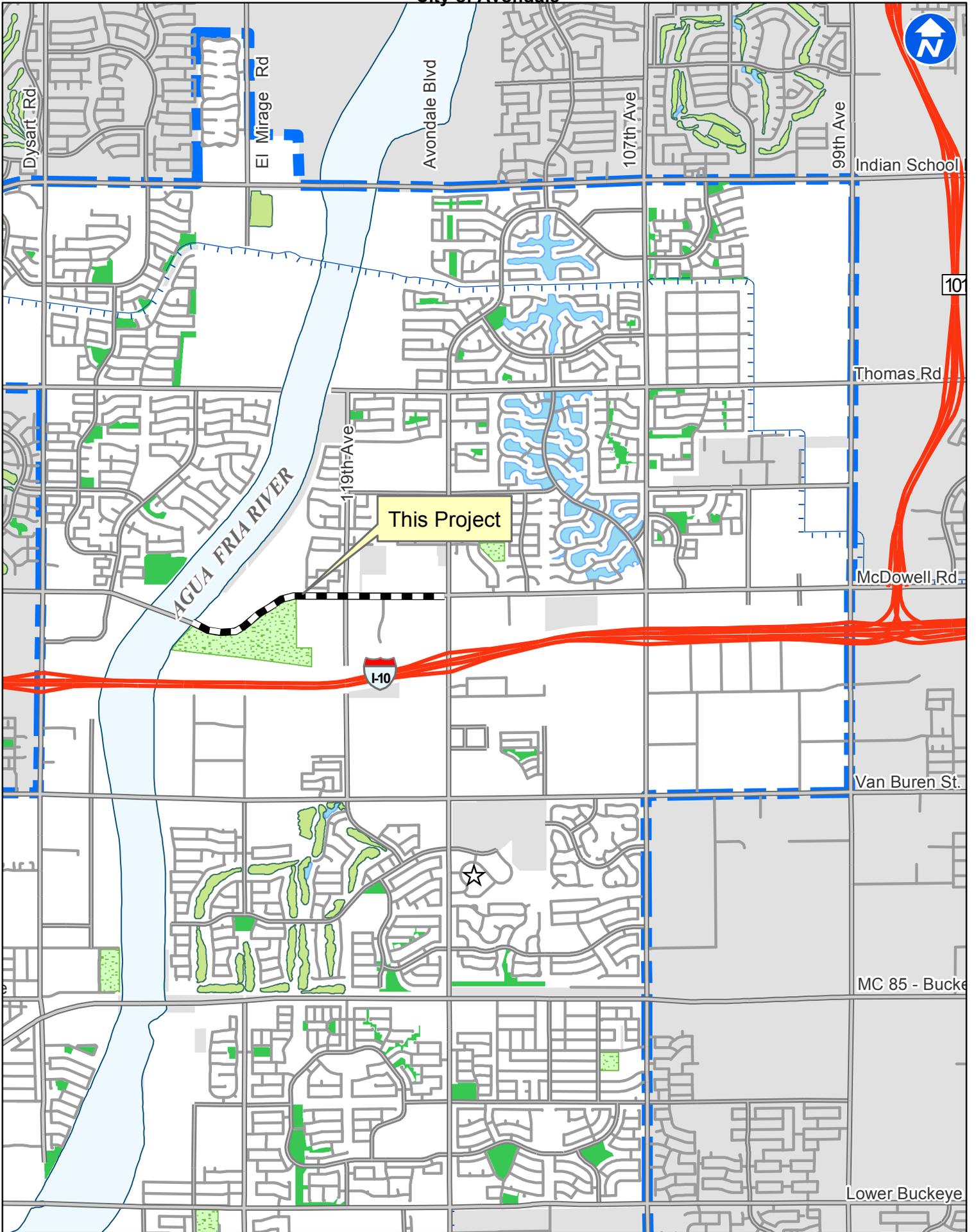
Description

[Vicinity Map](#)

[Bid Tab](#)

[Contract](#)

City of Avondale



Vicinity Map
McDowell Rd Improvements



CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN16-025 McDowell Road Improvements
 BID DATE: April 20, 2016

				InterMountain West Civil Constructors		J. Banicki Construction		Standard		Nesbitt		BluCor		Combs	
Item No.	Description of Materials and/or Services	Unit	Qty	Unit Price	Total Price	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	1	LS	\$7,500.00	\$7,500.00	\$1,300.00	\$1,300.00	\$6,000.00	\$6,000.00	\$6,100.00	\$6,100.00	\$2,800.00	\$2,800.00		
105.80010	Construction Staking, Surveying and layout	1	LS	\$35,000.00	\$35,000.00	\$27,000.00	\$27,000.00	\$31,400.00	\$31,400.00	\$34,000.00	\$34,000.00	\$32,000.00	\$32,000.00		
107.02000	AZPDES (NPDES) SWPPP	1	LS	\$18,000.00	\$18,000.00	\$9,300.00	\$9,300.00	\$10,500.00	\$10,500.00	\$3,500.00	\$3,500.00	\$4,400.00	\$4,400.00		
107.15000	Community Relations	1	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		
107.15010	Project Information Signs	2	EA	\$600.00	\$1,200.00	\$650.00	\$1,300.00	\$560.00	\$1,120.00	\$800.00	\$1,600.00	\$1,420.00	\$2,840.00		
109.10010	Mobilization/Demobilization (COA - 2 Payments)	1	LS	\$212,000.00	\$212,000.00	\$34,500.00	\$34,500.00	\$50,780.00	\$50,780.00	\$90,000.00	\$90,000.00	\$63,000.00	\$63,000.00		
109.50010	Miscellaneous Reimbursable (Allowance)	1	ALLOWANCE	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00		
201.01012	Remove Tree, Diameter > 12"	6	EA	\$725.00	\$4,350.00	\$600.00	\$3,600.00	\$845.00	\$5,070.00	\$750.00	\$4,500.00	\$700.00	\$4,200.00		
201.01013	Remove Palm Tree	5	EA	\$630.00	\$3,150.00	\$1,000.00	\$5,000.00	\$845.00	\$4,225.00	\$700.00	\$3,500.00	\$740.00	\$3,700.00		
215.01510	Earthwork for Retention Basin	2,859	CY	\$11.00	\$31,449.00	\$11.00	\$31,449.00	\$22.00	\$62,898.00	\$12.00	\$34,308.00	\$8.00	\$22,872.00		
220.10150	Plain Riprap D50=6"	9	CY	\$175.00	\$1,575.00	\$310.00	\$2,790.00	\$109.50	\$985.50	\$200.00	\$1,800.00	\$87.00	\$783.00		
301.01000	Subgrade Preparation	22,086	SY	\$7.00	\$154,602.00	\$7.00	\$154,602.00	\$7.50	\$165,645.00	\$3.45	\$76,196.70	\$0.70	\$15,460.20		
308.02000	Paving Fabric	23,657	SY	\$3.30	\$78,068.10	\$2.30	\$54,411.10	\$2.25	\$53,228.25	\$1.45	\$34,302.65	\$0.25	\$5,914.25		
310.03200	8" Aggregate Base Course	163	TON	\$20.00	\$3,260.00	\$19.00	\$3,097.00	\$36.50	\$5,949.50	\$11.00	\$1,793.00	\$12.00	\$1,956.00		
310.03275	12" Aggregate Base Course	12,155	TON	\$14.00	\$170,170.00	\$13.00	\$158,015.00	\$14.75	\$179,286.25	\$12.00	\$145,860.00	\$14.00	\$170,170.00		
311.00008	Soil Cement Treated Base Course depth = 8"	10,740	SY	\$4.70	\$50,478.00	\$4.80	\$51,552.00	\$6.75	\$72,495.00	\$4.00	\$42,960.00	\$4.50	\$48,330.00		
317.01001	Mill 1" AC (Including Edge Mill)	29,273	SY	\$1.60	\$46,836.80	\$1.90	\$55,618.70	\$2.25	\$65,864.25	\$0.85	\$24,882.05	\$2.10	\$61,473.30		
321.01200	2" AC Surface Course HV (1/2" Gyratory Mix) (12.5 mm)	2,123	TON	\$80.00	\$169,840.00	\$82.00	\$174,086.00	\$90.00	\$191,070.00	\$80.00	\$169,840.00	\$75.00	\$159,225.00		
321.01205	2-1/2" AC Surface Course HV (1/2" Gyratory Mix) (12.5 mm)	3,327	TON	\$73.00	\$242,871.00	\$80.00	\$266,160.00	\$90.00	\$299,430.00	\$79.50	\$264,496.50	\$74.00	\$246,198.00		
321.01300	3" AC Surface Course HV (3/4" Gyratory Mix) (19 mm)	3,090	TON	\$76.00	\$234,840.00	\$80.00	\$247,200.00	\$90.00	\$278,100.00	\$78.00	\$241,020.00	\$76.00	\$234,840.00		
324.01090	Portland Cement Concrete Pavement (9" Thickness)	324	SY	\$65.00	\$21,060.00	\$50.00	\$16,200.00	\$55.50	\$17,982.00	\$80.00	\$25,920.00	\$48.00	\$15,552.00		
329.02000	Emulsified Bituminous Tack Coat	19	TON	\$800.00	\$15,200.00	\$600.00	\$11,400.00	\$750.00	\$14,250.00	\$425.00	\$8,075.00	\$918.00	\$17,442.00		
336.02100	Asphalt Patching	2,366	SY	\$27.00	\$63,882.00	\$30.00	\$70,980.00	\$85.00	\$201,110.00	\$30.00	\$70,980.00	\$108.00	\$255,528.00		
337.04100	Asphalt Pavement Crack Seal	21,291	SY	\$0.50	\$10,645.50	\$0.65	\$13,839.15	\$0.60	\$12,774.60	\$1.50	\$31,936.50	\$0.70	\$14,903.70		
340.01110	6" Vertical Curb & Gutter, MAG 220 Type A	6,990	LF	\$11.50	\$80,385.00	\$13.40	\$93,666.00	\$10.00	\$69,900.00	\$10.50	\$73,395.00	\$13.00	\$90,870.00		
340.01165	Single Curb, Special Detail E	83	LF	\$20.00	\$1,660.00	\$23.00	\$1,909.00	\$14.50	\$1,203.50	\$9.85	\$817.55	\$21.00	\$1,743.00		
340.01170	Concrete Single Curb, ADOT Std. C-05.10, Type A (H=6")	1,388	LF	\$13.00	\$18,044.00	\$15.25	\$21,167.00	\$14.50	\$20,126.00	\$9.00	\$12,492.00	\$15.00	\$20,820.00		



CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN16-025 McDowell Road Improvements
 BID DATE: April 20, 2016

				InterMountain West Civil Constructors		J. Banicki Construction		Standard		Nesbitt		BluCor		Combs	
Item No.	Description of Materials and/or Services	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
340.01174	Concrete Curb & Gutter, ADOT Std. C-05.10, Type D (H=6")	10	LF	\$20.00	\$200.00	\$30.50	\$305.00	\$14.50	\$145.00	\$12.00	\$120.00	\$28.00	\$280.00		
340.01181	Curb Opening, Detail B	4	EA	\$110.00	\$440.00	\$135.00	\$540.00	\$145.00	\$580.00	\$100.00	\$400.00	\$141.00	\$564.00		
340.01190	Install 5' Curb Transition	30	LF	\$100.00	\$3,000.00	\$21.50	\$645.00	\$19.50	\$585.00	\$25.00	\$750.00	\$19.00	\$570.00		
340.01210	4" Thick Sidewalk, MAG 230	16,689	SF	\$4.00	\$66,756.00	\$4.40	\$73,431.60	\$3.50	\$58,411.50	\$3.00	\$50,067.00	\$4.00	\$66,756.00		
340.01335	Pedestrian Ramp, City of Avondale A1235	5	EA	\$1,300.00	\$6,500.00	\$825.00	\$4,125.00	\$1,250.00	\$6,250.00	\$1,235.00	\$6,175.00	\$700.00	\$3,500.00		
340.01411	Driveway Entrance, MAG Det. 250-2	1,795	SF	\$6.00	\$10,770.00	\$6.80	\$12,206.00	\$7.50	\$13,462.50	\$7.50	\$13,462.50	\$7.00	\$12,565.00		
340.01454	Commercial Driveway Entrance, COA Std Det. A1254	1,015	SF	\$6.00	\$6,090.00	\$6.30	\$6,394.50	\$7.50	\$7,612.50	\$9.25	\$9,388.75	\$7.00	\$7,105.00		
340.01600	Concrete Valley Gutter & Apron, MAG 240	1,319	SF	\$6.00	\$7,914.00	\$6.50	\$8,573.50	\$8.00	\$10,552.00	\$9.00	\$11,871.00	\$7.00	\$9,233.00		
340.04220	Concrete Median Paving, 100 mm (4") Thick	480	SF	\$6.00	\$2,880.00	\$6.00	\$2,880.00	\$3.50	\$1,680.00	\$6.00	\$2,880.00	\$6.00	\$2,880.00		
340.04221	Concrete Pavers	1,510	SF	\$16.00	\$24,160.00	\$17.40	\$26,274.00	\$15.00	\$22,650.00	\$5.00	\$7,550.00	\$6.00	\$9,060.00		
340.04225	Median Nose Transition	10	EA	\$140.00	\$1,400.00	\$200.00	\$2,000.00	\$750.00	\$7,500.00	\$250.00	\$2,500.00	\$220.00	\$2,200.00		
345.01100	Manhole Adjustments, MAG Std Det 422	12	EA	\$530.00	\$6,360.00	\$610.00	\$7,320.00	\$450.00	\$5,400.00	\$550.00	\$6,600.00	\$850.00	\$10,200.00		
345.01400	Valve Box Adjustments, MAG Std Det 391-1	26	EA	\$515.00	\$13,390.00	\$580.00	\$15,080.00	\$350.00	\$9,100.00	\$550.00	\$14,300.00	\$850.00	\$22,100.00		
350.00100	Remove Existing Water Meter	5	EA	\$1,600.00	\$8,000.00	\$500.00	\$2,500.00	\$300.00	\$1,500.00	\$90.00	\$450.00	\$300.00	\$1,500.00		
350.00200	Remove Existing Sewer Cleanout/Sewer Connection	4	EA	\$1,700.00	\$6,800.00	\$1,100.00	\$4,400.00	\$300.00	\$1,200.00	\$90.00	\$360.00	\$300.00	\$1,200.00		
350.01100	Remove Pipe, Backfill & Compact, D < 30"	541	LF	\$17.00	\$9,197.00	\$27.00	\$14,607.00	\$12.50	\$6,762.50	\$11.75	\$6,356.75	\$4.00	\$2,164.00		
350.01300	Remove Existing Asphalt Concrete Pavement	21,533	SY	\$3.25	\$69,982.25	\$4.50	\$96,898.50	\$5.00	\$107,665.00	\$2.50	\$53,832.50	\$1.50	\$32,299.50		
350.01800	Remove Existing Concrete Curb & Gutter	1,249	LF	\$5.00	\$6,245.00	\$3.75	\$4,683.75	\$5.25	\$6,557.25	\$2.35	\$2,935.15	\$1.60	\$1,998.40		
350.01850	Remove Existing Concrete Single Curb	705	LF	\$5.00	\$3,525.00	\$5.80	\$4,089.00	\$5.00	\$3,525.00	\$2.50	\$1,762.50	\$1.60	\$1,128.00		
350.01851	Remove Existing Concrete Header Curb	28	LF	\$20.00	\$560.00	\$7.00	\$196.00	\$4.50	\$126.00	\$2.50	\$70.00	\$1.60	\$44.80		
350.01900	Remove Existing Sidewalk	7,490	SF	\$3.25	\$24,342.50	\$1.00	\$7,490.00	\$1.00	\$7,490.00	\$1.05	\$7,864.50	\$1.60	\$11,984.00		
350.01920	Remove Existing Valley Gutter	1,547	SF	\$4.75	\$7,348.25	\$2.00	\$3,094.00	\$2.50	\$3,867.50	\$1.15	\$1,779.05	\$2.60	\$4,022.20		
350.02250	Remove Existing Concrete Slab	5,618	SF	\$4.50	\$25,281.00	\$2.00	\$11,236.00	\$1.30	\$7,303.40	\$1.25	\$7,022.50	\$1.60	\$8,988.80		
350.02253	Remove Concrete Scupper and Spillway	311	SF	\$9.50	\$2,954.50	\$7.00	\$2,177.00	\$2.60	\$808.60	\$2.50	\$777.50	\$1.60	\$497.60		
350.04000	Remove and Salvage Traffic Sign	32	EA	\$57.00	\$1,824.00	\$100.00	\$3,200.00	\$155.00	\$4,960.00	\$60.00	\$1,920.00	\$73.00	\$2,336.00		
350.21000	Remove Existing Gate	1	EA	\$200.00	\$200.00	\$650.00	\$650.00	\$550.00	\$550.00	\$1,200.00	\$1,200.00	\$290.00	\$290.00		
350.50001	Remove Safety Rail	22	LF	\$15.00	\$330.00	\$15.00	\$330.00	\$10.00	\$220.00	\$8.50	\$187.00	\$1.70	\$37.40		



CITY OF AVONDALE
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 BID DATE: April 20, 2016

				InterMountain West Civil Constructors		J. Banicki Construction		Standard		Nesbitt		BluCor		Combs	
Item No.	Description of Materials and/or Services	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
350.50012	Remove 6' CMU Wall, Footing, Backfill & Compact	555	LF	\$4.00	\$2,220.00	\$12.50	\$6,937.50	\$18.75	\$10,406.25	\$5.00	\$2,775.00	\$1.60	\$888.00		
351.20001	Relocate 6' Chain Link Fence, MAG 160	695	LF	\$14.50	\$10,077.50	\$14.00	\$9,730.00	\$17.25	\$11,988.75	\$15.00	\$10,425.00	\$1.60	\$1,112.00		
351.46000	Relocate Existing Sign	18	EA	\$30.00	\$540.00	\$50.00	\$900.00	\$185.00	\$3,330.00	\$30.00	\$540.00	\$130.00	\$2,340.00		
401.01000	Traffic Control	1	LS	\$55,000.00	\$55,000.00	\$90,000.00	\$90,000.00	\$53,000.00	\$53,000.00	\$62,000.00	\$62,000.00	\$74,400.00	\$74,400.00		
401.01100	Uniformed Off-Duty Officer (Allowance)	1	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		
405.00010	Survey Monument, MAG 120-1 (Type A)	3	EA	\$320.00	\$960.00	\$375.00	\$1,125.00	\$325.00	\$975.00	\$535.00	\$1,605.00	\$380.00	\$1,140.00		
405.00020	Survey Monument, MAG 120-1 (Type B)	5	EA	\$150.00	\$750.00	\$160.00	\$800.00	\$250.00	\$1,250.00	\$150.00	\$750.00	\$430.00	\$2,150.00		
420.00180	1800 mm (6') High Chain Link Fence, MAG Det 160	47	LF	\$29.00	\$1,363.00	\$20.00	\$940.00	\$17.50	\$822.50	\$50.00	\$2,350.00	\$50.00	\$2,350.00		
420.02624	1.83m X 7.32m (6' X 24') Chain Link Fence Gate, MAG Det 160	1	EA	\$1,150.00	\$1,150.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$2,350.00	\$2,350.00	\$1,420.00	\$1,420.00		
420.10100	Wrought Iron Gate (Length =56')	1	EA	\$4,000.00	\$4,000.00	\$10,400.00	\$10,400.00	\$8,700.00	\$8,700.00	\$7,450.00	\$7,450.00	\$3,700.00	\$3,700.00		
430.01001	Landscape Establishment - One (1) Year	1	LS	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00	\$10,500.00	\$10,500.00	\$9,850.00	\$9,850.00	\$30,000.00	\$30,000.00		
430.01021	Shrubs - 1 gal	143	EA	\$6.00	\$858.00	\$7.00	\$1,001.00	\$10.00	\$1,430.00	\$9.00	\$1,287.00	\$9.00	\$1,287.00		
430.01025	Shrubs - 5 gal	476	EA	\$14.00	\$6,664.00	\$16.50	\$7,854.00	\$20.00	\$9,520.00	\$19.00	\$9,044.00	\$21.00	\$9,996.00		
430.01053	Trees 36" Box	90	EA	\$475.00	\$42,750.00	\$575.00	\$51,750.00	\$570.00	\$51,300.00	\$535.00	\$48,150.00	\$650.00	\$58,500.00		
430.01060	Date Palm Tree 20' Height	28	EA	\$4,150.00	\$116,200.00	\$4,900.00	\$137,200.00	\$4,875.00	\$136,500.00	\$4,300.00	\$120,400.00	\$5,000.00	\$140,000.00		
430.42000	Decomposed Granite, 2" Thick	28,150	SF	\$0.68	\$19,142.00	\$0.85	\$23,927.50	\$0.50	\$14,075.00	\$0.40	\$11,260.00	\$0.70	\$19,705.00		
440.01300	Irrigation System (PVC Drip)	1	LS	\$52,500.00	\$52,500.00	\$63,000.00	\$63,000.00	\$58,100.00	\$58,100.00	\$55,000.00	\$55,000.00	\$80,000.00	\$80,000.00		
462.01100	100 mm (4") White Thermoplastic Traffic Stripe	32,600	LF	\$0.35	\$11,410.00	\$0.40	\$13,040.00	\$0.40	\$13,040.00	\$0.35	\$11,410.00	\$0.45	\$14,670.00		
462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	10,500	LF	\$0.35	\$3,675.00	\$0.35	\$3,675.00	\$0.40	\$4,200.00	\$0.30	\$3,150.00	\$0.35	\$3,675.00		
462.01541	Left Turn Arrow Symbol; Preformed (Type 1)	14	EA	\$185.00	\$2,590.00	\$115.00	\$1,610.00	\$210.00	\$2,940.00	\$105.00	\$1,470.00	\$127.00	\$1,778.00		
462.01542	Right Turn Arrow Symbol; Preformed (Type 1)	11	EA	\$185.00	\$2,035.00	\$115.00	\$1,265.00	\$210.00	\$2,310.00	\$105.00	\$1,155.00	\$127.00	\$1,397.00		
462.01543	Bike Lane Symbol; Preformed (Type 1)	4	EA	\$315.00	\$1,260.00	\$160.00	\$640.00	\$350.00	\$1,400.00	\$150.00	\$600.00	\$176.00	\$704.00		
463.01100	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	470	EA	\$3.50	\$1,645.00	\$2.60	\$1,222.00	\$3.50	\$1,645.00	\$2.50	\$1,175.00	\$3.00	\$1,410.00		
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear 1-Way)	590	EA	\$3.50	\$2,065.00	\$2.60	\$1,534.00	\$3.50	\$2,065.00	\$2.50	\$1,475.00	\$3.00	\$1,770.00		
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	9	EA	\$3.50	\$31.50	\$3.00	\$27.00	\$3.50	\$31.50	\$2.50	\$22.50	\$3.10	\$27.90		
464.02000	Perforated Sign Post	577	LF	\$16.00	\$9,232.00	\$18.00	\$10,386.00	\$7.50	\$4,327.50	\$16.50	\$9,520.50	\$24.00	\$13,848.00		
465.01002	Flat Sheet Aluminum Sign Panel, High Intensity Grade	270	SF	\$18.00	\$4,860.00	\$21.00	\$5,670.00	\$17.50	\$4,725.00	\$19.00	\$5,130.00	\$16.00	\$4,320.00		



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465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	23	SF	\$22.00	\$506.00	\$25.00	\$575.00	\$20.00	\$460.00	\$22.50	\$517.50	\$24.00	\$552.00		
470.00020	Remove & Salvage Existing Traffic Signal Poles, Mast Arms, Equipment, Control Cabinet and Meter Pedestal	1	LS	\$4,200.00	\$4,200.00	\$3,600.00	\$3,600.00	\$4,650.00	\$4,650.00	\$4,350.00	\$4,350.00	\$2,250.00	\$2,250.00		
470.00030	Remove Foundations, Pull Boxes, and Conductors	1	LS	\$6,200.00	\$6,200.00	\$33,000.00	\$33,000.00	\$1,885.00	\$1,885.00	\$4,750.00	\$4,750.00	\$1,400.00	\$1,400.00		
471.60041	Streetlight Junction Box (SRP Area)	19	EA	\$365.00	\$6,935.00	\$425.00	\$8,075.00	\$410.00	\$7,790.00	\$380.00	\$7,220.00	\$400.00	\$7,600.00		
471.60047	Pull Box No. 7	1	EA	\$825.00	\$825.00	\$700.00	\$700.00	\$910.00	\$910.00	\$850.00	\$850.00	\$800.00	\$800.00		
471.60057	No. 7 Pull Box w/ Extension	1	EA	\$925.00	\$925.00	\$800.00	\$800.00	\$1,025.00	\$1,025.00	\$975.00	\$975.00	\$1,000.00	\$1,000.00		
471.60147	COA Pull Box No. 7 COA A1067 (ITS)	3	EA	\$1,150.00	\$3,450.00	\$810.00	\$2,430.00	\$1,250.00	\$3,750.00	\$1,175.00	\$3,525.00	\$1,500.00	\$4,500.00		
471.61240	Sch. 40 PVC Electrical Streetlight Conduit, (2 1/2") (Trench)	3,800	LF	\$8.90	\$33,820.00	\$6.00	\$22,800.00	\$10.00	\$38,000.00	\$10.00	\$38,000.00	\$12.00	\$45,600.00		
471.61241	Sch. 40 PVC Electrical Service Conduit, (2 1/2") (Trench)	30	LF	\$23.00	\$690.00	\$7.30	\$219.00	\$25.15	\$754.50	\$23.00	\$690.00	\$20.00	\$600.00		
471.61243	Sch. 40 PVC Electrical Conduit, 2-2" W/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Directional Bore)	202	LF	\$26.00	\$5,252.00	\$82.00	\$16,564.00	\$29.00	\$5,858.00	\$27.00	\$5,454.00	\$60.00	\$12,120.00		
471.61280	Sch. 80 PVC Electrical Conduit 2" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	56	LF	\$40.00	\$2,240.00	\$6.00	\$336.00	\$44.00	\$2,464.00	\$41.00	\$2,296.00	\$21.00	\$1,176.00		
471.61343	Sch. 40 PVC Electrical Conduit 3" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Directional Bore)	116	LF	\$40.00	\$4,640.00	\$51.00	\$5,916.00	\$44.00	\$5,104.00	\$41.00	\$4,756.00	\$64.00	\$7,424.00		
471.61380	Sch. 80 PVC Electrical Conduit 3" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	8	LF	\$40.00	\$320.00	\$11.00	\$88.00	\$44.00	\$352.00	\$41.00	\$328.00	\$32.00	\$256.00		
471.61480	Sch. 80 PVC Electrical Conduit 4" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	69	LF	\$40.00	\$2,760.00	\$9.00	\$621.00	\$44.00	\$3,036.00	\$41.00	\$2,829.00	\$36.00	\$2,484.00		
471.61483	Sch. 80 PVC Electrical Conduit 2-4" w/ 1/4" Nylon Pull Rope and #8 Bare Copper Wire (Directional Bore)	21	LF	\$40.00	\$840.00	\$115.00	\$2,415.00	\$44.00	\$924.00	\$41.00	\$861.00	\$90.00	\$1,890.00		
471.62000	Avondale Conduit Joint Trench, Per Detail A (Trench)	1,141	LF	\$21.00	\$23,961.00	\$18.00	\$20,538.00	\$27.50	\$31,377.50	\$27.00	\$30,807.00	\$33.00	\$37,653.00		
471.62005	Avondale Conduit Joint Trench, Per Detail A (Directional Bore)	100	LF	\$80.00	\$8,000.00	\$59.00	\$5,900.00	\$78.00	\$7,800.00	\$73.50	\$7,350.00	\$88.00	\$8,800.00		
472.61010	Pole Foundation, Type Pedestrian Push Button Post (ADOT TS 4-22)	2	EA	\$570.00	\$1,140.00	\$1,000.00	\$2,000.00	\$625.00	\$1,250.00	\$600.00	\$1,200.00	\$740.00	\$1,480.00		
472.61100	Pole Foundation, Type A (10')(ADOT TS 4-1)	1	EA	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$815.00	\$815.00	\$800.00	\$800.00	\$780.00	\$780.00		
472.61350	Pole Foundation Trombone, Type J or Q (COA 1074)	1	EA	\$5,700.00	\$5,700.00	\$6,000.00	\$6,000.00	\$6,300.00	\$6,300.00	\$6,000.00	\$6,000.00	\$5,200.00	\$5,200.00		
472.62120	Electrical Service Pedestal/UPS Combination Cabinet Foundation	1	EA	\$650.00	\$650.00	\$950.00	\$950.00	\$690.00	\$690.00	\$645.00	\$645.00	\$1,000.00	\$1,000.00		
472.63000	Control Cabinet Foundation	1	EA	\$650.00	\$650.00	\$1,340.00	\$1,340.00	\$690.00	\$690.00	\$645.00	\$645.00	\$1,300.00	\$1,300.00		
474.60001	Pedestrian Push Button Post (ADOT TS 4-22)	2	EA	\$525.00	\$1,050.00	\$980.00	\$1,960.00	\$565.00	\$1,130.00	\$530.00	\$1,060.00	\$400.00	\$800.00		
474.60100	Type A, Signal Pole (10')(ADOT TS 4-1)	1	EA	\$900.00	\$900.00	\$1,350.00	\$1,350.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00		
474.61580	Type Q Trombone Signal Pole w/ 10.7 m (40') Mast Arm & Luminaire Mast Arm	1	EA	\$27,000.00	\$27,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00	\$31,000.00	\$31,000.00		
474.63005	Audible Pedestrian Push Buttons & Sign	3	EA	\$900.00	\$2,700.00	\$1,400.00	\$4,200.00	\$1,005.00	\$3,015.00	\$950.00	\$2,850.00	\$1,700.00	\$5,100.00		
475.61450	Combination Electrical Service Pedestal and Battery Back-Up System	1	EA	\$10,500.00	\$10,500.00	\$12,300.00	\$12,300.00	\$11,800.00	\$11,800.00	\$11,000.00	\$11,000.00	\$12,800.00	\$12,800.00		



**CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN16-025 McDowell Road Improvements
 BID DATE: April 20, 2016**

				InterMountain West Civil Constructors		J. Banicki Construction		Standard		Nesbitt		BluCor		Combs	
Item No.	Description of Materials and/or Services	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
475.62060	Traffic Signal Controller and Cabinet Assembly	1	EA	\$16,000.00	\$16,000.00	\$21,300.00	\$21,300.00	\$17,500.00	\$17,500.00	\$16,400.00	\$16,400.00	\$18,700.00	\$18,700.00		
475.83010	Emergency Vehicle Preemption System	1	LS	\$9,500.00	\$9,500.00	\$6,800.00	\$6,800.00	\$10,650.00	\$10,650.00	\$9,950.00	\$9,950.00	\$4,000.00	\$4,000.00		
476.01100	12" Signal Indication, Type 'F' Signal Face	3	EA	\$530.00	\$1,590.00	\$500.00	\$1,500.00	\$585.00	\$1,755.00	\$550.00	\$1,650.00	\$800.00	\$2,400.00		
476.12122	12" Signal Indication, Type 'F' Signal Face w/ Type V Mounting Assembly	1	EA	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$900.00	\$900.00	\$1,200.00	\$1,200.00		
476.12171	12" Signal Indication, Type 'F' Signal Face w/ Type VII Mounting Assembly	2	EA	\$870.00	\$1,740.00	\$935.00	\$1,870.00	\$975.00	\$1,950.00	\$900.00	\$1,800.00	\$1,400.00	\$2,800.00		
476.12322	12" Signal Indication, Type 'Q-2' Signal Face	1	EA	\$970.00	\$970.00	\$1,260.00	\$1,260.00	\$1,075.00	\$1,075.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00		
476.12360	12" Signal Indication, Type 'Q' Signal Face w/ Type VII Mounting Assembly	1	EA	\$1,150.00	\$1,150.00	\$1,750.00	\$1,750.00	\$1,280.00	\$1,280.00	\$1,200.00	\$1,200.00	\$1,700.00	\$1,700.00		
476.62000	Pedestrian Signal Indication	2	EA	\$370.00	\$740.00	\$400.00	\$800.00	\$405.00	\$810.00	\$400.00	\$800.00	\$500.00	\$1,000.00		
476.62015	Pedestrian Signal Indication w/ Type V Mounting Assembly	2	EA	\$780.00	\$1,560.00	\$920.00	\$1,840.00	\$845.00	\$1,690.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00		
477.70060	LED Luminaire Major Roadway, Horizontal Mount	1	EA	\$900.00	\$900.00	\$900.00	\$900.00	\$985.00	\$985.00	\$900.00	\$900.00	\$900.00	\$900.00		
477.71840	Install 184 W LED Streetlight (Pole, Mast Arm and Luminaire) and Foundation	14	EA	\$2,900.00	\$40,600.00	\$3,300.00	\$46,200.00	\$3,200.00	\$44,800.00	\$3,000.00	\$42,000.00	\$3,500.00	\$49,000.00		
477.71845	Replace Existing 250W HPS with New 184W LED Luminaire	26	EA	\$800.00	\$20,800.00	\$800.00	\$20,800.00	\$875.00	\$22,750.00	\$820.00	\$21,320.00	\$1,000.00	\$26,000.00		
477.71850	Relocate Streetlight Pole and Install 184W LED Streetlight Luminaire and Foundation	5	EA	\$2,000.00	\$10,000.00	\$2,400.00	\$12,000.00	\$2,260.00	\$11,300.00	\$2,100.00	\$10,500.00	\$1,400.00	\$7,000.00		
477.71855	Relocate Park Light Pole with Foundation	1	EA	\$2,230.00	\$2,230.00	\$2,600.00	\$2,600.00	\$2,510.00	\$2,510.00	\$2,350.00	\$2,350.00	\$1,400.00	\$1,400.00		
477.90060	Internally Illuminated Street Name Sign (COA Detail A1077)	2	EA	\$11,500.00	\$23,000.00	\$3,300.00	\$6,600.00	\$13,100.00	\$26,200.00	\$12,200.00	\$24,400.00	\$8,700.00	\$17,400.00		
478.01000	Electrical Conductors	1	LS	\$7,800.00	\$7,800.00	\$12,800.00	\$12,800.00	\$8,520.00	\$8,520.00	\$8,000.00	\$8,000.00	\$17,700.00	\$17,700.00		
481.00070	Fiber Optic Splice Vault (City of Avondale Standard Detail A1068)	1	EA	\$2,600.00	\$2,600.00	\$2,400.00	\$2,400.00	\$2,825.00	\$2,825.00	\$2,650.00	\$2,650.00	\$3,100.00	\$3,100.00		
483.00020	CCTV Camera Assembly	1	EA	\$4,500.00	\$4,500.00	\$900.00	\$900.00	\$5,025.00	\$5,025.00	\$4,700.00	\$4,700.00	\$5,360.00	\$5,360.00		
485.20000	Video Detection (4 or 3-Camera System with Spare)	1	LS	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00	\$32,500.00	\$32,500.00	\$28,000.00	\$28,000.00	\$34,700.00	\$34,700.00		
505.07523	Concrete Scupper Spillway, COA Std Det A1510, Curb Opening = 12' (Spillway Per Plan Detail)	1	EA	\$5,900.00	\$5,900.00	\$4,200.00	\$4,200.00	\$5,725.00	\$5,725.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00		
505.07527	Concrete Scupper Spillway, COA Std Det A1510, Curb Opening = 20' (Spillway Per Plan Detail)	2	EA	\$8,800.00	\$17,600.00	\$4,800.00	\$9,600.00	\$7,100.00	\$14,200.00	\$6,500.00	\$13,000.00	\$4,700.00	\$9,400.00		
505.10160	Catch Basin, MAG Det 537, Type G	1	EA	\$2,400.00	\$2,400.00	\$2,100.00	\$2,100.00	\$3,250.00	\$3,250.00	\$1,900.00	\$1,900.00	\$1,800.00	\$1,800.00		
505.14210	Concrete Catch Basin, A1520, Type M	1	EA	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,715.00	\$3,715.00	\$1,900.00	\$1,900.00	\$4,900.00	\$4,900.00		
505.14211	Concrete Catch Basin, A1520, Type M-1, L=3	6	EA	\$3,500.00	\$21,000.00	\$5,400.00	\$32,400.00	\$4,935.00	\$29,610.00	\$2,800.00	\$16,800.00	\$5,300.00	\$31,800.00		
505.14212	Concrete Catch Basin, A1520, Type M-1, L=6	1	EA	\$4,100.00	\$4,100.00	\$7,300.00	\$7,300.00	\$5,830.00	\$5,830.00	\$2,400.00	\$2,400.00	\$7,100.00	\$7,100.00		
505.14213	Concrete Catch Basin, A1520, Type M-1, L=10	1	EA	\$4,800.00	\$4,800.00	\$5,900.00	\$5,900.00	\$6,700.00	\$6,700.00	\$2,900.00	\$2,900.00	\$5,600.00	\$5,600.00		
505.14214	Concrete Catch Basin, A1520, Type M-1, L=17	1	EA	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$7,050.00	\$7,050.00	\$3,900.00	\$3,900.00	\$10,000.00	\$10,000.00		



CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN16-025 McDowell Road Improvements
 BID DATE: April 20, 2016

				InterMountain West Civil Constructors		J. Banicki Construction		Standard		Nesbitt		BluCor		Combs	
Item No.	Description of Materials and/or Services	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
505.14221	Concrete Catch Basin, A1520, Type M-2, L=3	1	EA	\$4,100.00	\$4,100.00	\$4,800.00	\$4,800.00	\$5,250.00	\$5,250.00	\$1,950.00	\$1,950.00	\$4,500.00	\$4,500.00		
510.01300	CMU Block Decorative Screen Wall (6' Tall)	438	LF	\$132.00	\$57,816.00	\$155.00	\$67,890.00	\$170.00	\$74,460.00	\$140.00	\$61,320.00	\$37.00	\$16,206.00		
516.02500	Concrete Block Irrigation Junction Box (MAG 504)	1	EA	\$1,700.00	\$1,700.00	\$4,100.00	\$4,100.00	\$13,200.00	\$13,200.00	\$6,450.00	\$6,450.00	\$1,500.00	\$1,500.00		
520.01035	Safety Rail (Height = 3'-6") MAG Det 145	32	LF	\$42.00	\$1,344.00	\$40.00	\$1,280.00	\$41.00	\$1,312.00	\$43.50	\$1,392.00	\$50.00	\$1,600.00		
610.08501	Relocate Existing Fire Hydrant	1	EA	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$4,900.00	\$4,900.00	\$1,300.00	\$1,300.00		
615.25324	24" Sewer Sleeve, ABC Backfill	145	LF	\$112.00	\$16,240.00	\$88.00	\$12,760.00	\$105.00	\$15,225.00	\$96.50	\$13,992.50	\$64.00	\$9,280.00		
618.00901	Concrete Collar per MAG 505 (<30")	1	EA	\$580.00	\$580.00	\$630.00	\$630.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$320.00	\$320.00		
618.01018	Concrete End Section 18" Pipe	1	EA	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$1,605.00	\$1,605.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00		
618.01024	End Section 24" Pipe, MAG Det 545	6	EA	\$1,900.00	\$11,400.00	\$1,200.00	\$7,200.00	\$1,795.00	\$10,770.00	\$1,175.00	\$7,050.00	\$1,500.00	\$9,000.00		
618.20318	18" RGRCP Class III	274	LF	\$58.00	\$15,892.00	\$77.00	\$21,098.00	\$66.50	\$18,221.00	\$80.00	\$21,920.00	\$48.00	\$13,152.00		
618.20324	24" RGRCP Class III	1,227	LF	\$60.00	\$73,620.00	\$84.00	\$103,068.00	\$77.50	\$95,092.50	\$101.00	\$123,927.00	\$53.00	\$65,031.00		
618.20424	24" RGRCP Class IV	83	LF	\$70.00	\$5,810.00	\$103.00	\$8,549.00	\$82.00	\$6,806.00	\$86.00	\$7,138.00	\$71.00	\$5,893.00		
618.20518	18" RGRCP Class V	66	LF	\$60.00	\$3,960.00	\$88.00	\$5,808.00	\$68.00	\$4,488.00	\$81.25	\$5,362.50	\$65.00	\$4,290.00		
625.01100	Storm Drain Manhole, MAG Det 520 & 522	5	EA	\$3,800.00	\$19,000.00	\$4,300.00	\$21,500.00	\$4,475.00	\$22,375.00	\$2,700.00	\$13,500.00	\$2,232.00	\$11,160.00		
631.35541	1" Water Service Tap	1	EA	\$1,300.00	\$1,300.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$940.00	\$940.00	\$237.00	\$237.00		
631.35572	#2 Water Meter Box and Cover	1	EA	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$175.00	\$175.00	\$1,330.00	\$1,330.00		
TOTAL*				\$3,069,139.90		\$3,084,681.80		\$3,343,177.60		\$2,758,396.15		\$2,894,986.05			
TOTAL SUBMITTED BY BIDDER*				\$3,069,139.90		\$3,084,681.80		\$3,343,177.60		\$2,756,732.65		\$2,894,986.05			
Met Requirements and Required Attachments Included?				Yes		Yes		Yes		Yes		Yes		No	

*All bids are presumed to include all applicable taxes.

Calculation or Extension Error

CONSTRUCTION CONTRACT AWARD - NESBITT CONTRACTING COMPANY, INC.
FOR MCDOWELL RD IMPROVEMENTS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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CITY COUNCIL AGENDA

SUBJECT:

2016 End of Session Report

MEETING DATE:

6/6/2016

TO: Mayor and Council

FROM: Jessica Blazina, Assistant Director/Intergovernmental Affairs

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will provide a legislative wrap up of key bills heard during the 2016 State Legislature 52nd Legislature – Second Regular Session.

Staff will also provide information on the League of Arizona Cities & Towns Annual Resolution Process. Resolutions will be adopted at the League's Annual Conference August 23 - 26, 2016.

BACKGROUND:

The 2015 52nd Regular session adjourned *sine die* on Saturday, May 7th after 117 days in session. During this time, the Legislature introduced 1,361 Bills, Memorials, and Resolutions. Of those introduced, 388 bills became law and 36 Memorials and Resolutions were passed, while 14 bills were vetoed by the Governor.

The League of Arizona Cities & Towns annually adopts Resolutions that become the foundation for the Municipal Policy Statement for the next legislative session. Resolutions are discussed and voted on at the Annual Conference in August.

DISCUSSION:

This Session the Arizona Legislature considered a broad spectrum of issues ultimately sending 388 bills to Governor Ducey to act upon.

State Budget

The Legislature sent the Governor a \$9.1 billion budget in early March. The impact to cities and towns is \$10.9 million in the form of a fee-for-service to the Department of Revenue. This is the same fee-for-service implemented last year.

The budget does allocate \$16 million to cities and towns from the state general fund to be deposited into the Highway User Revenue Fund (HURF).

Legislation

HB 2026: municipal tax exemption; residential lease. This bill prohibited a city or town from levying any tax on the business of leasing or renting real property. The economic impact of this proposed legislation was approximately \$2 million to Avondale. This bill was defeated in the House Committee of the Whole.

HB 2568: community facilities districts; formation; governance. This bill allowed for the automatic formation of a community facilities district to be formed for any property owner owning over 600 acres of non-contiguous land. This bill passed on Reconsideration, however was vetoed by the Governor. The Governor noted taxpayer protection in his veto letter.

SB1428: PSPRS modifications. This bill creates a new retirement benefit structure for public safety personnel hired on or after July 1, 2017. This bill was signed by the Governor. SB 1487: state law; local violations; penalties. This bill requires the Attorney General to investigate alleged violations of state statute or the Arizona Constitution by a county, city or town. This law allows for the withholding and redistribution of shared revenue. This bill was signed by the Governor.

Resolutions

The Resolutions process is an opportunity for cities and towns to present ideas for adoption into the League's Municipal Statement.

The League has created Policy Committees to vet proposed resolutions and forwards the Committee recommendations to the full Resolutions Committee.

Policy Committees include:

- Budget, Finance and Economic Development
- General Administration, Human Resources and Elections
- Neighborhoods, Quality of Life, and Sustainability
- Public Safety, Military Affairs, and Courts
- Transportation, Infrastructure, and Public Works

Vice Mayor Karlin currently serves on the Neighborhoods, Quality of Life and Sustainability and General Administration, Human Resources, and Elections Committees, while Mayor Weise will represent Avondale at the Full Resolutions Committee.

BUDGET IMPACT:

There are no budgetary impacts.

RECOMMENDATION:

This item is for discussion only



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3316-616 - Intergovernmental Agreement for a Community Paramedicine Pilot Program

MEETING DATE:

6/6/2016

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

PURPOSE:

To request that the city council adopt a resolution approving an Intergovernmental Agreement relating to a grant funded Community Paramedicine pilot project with; Goodyear Fire Dept., Peoria Fire-Medical, Surprise Fire-Medical, and Sun City Fire & Medical District.

BACKGROUND:

Community Paramedicine is the term being used to describe Integrated-Community Health programs now in development across the United States. Several Fire-Medical departments in Arizona have taken the lead and have well established programs already including Mesa Fire-Medical, Chandler Fire-Medical and Rio Rico Fire District near Tucson. Avondale Fire-Medical intends to explore and develop a similar program which serves our citizenry in the most appropriate ways.

Historically, Fire-Medical personnel are very limited in choices of final destination for patients they contact through the 911 system, - ambulance transport to a hospital emergency room. State regulatory statutes do not allow ambulance transport to an urgent care or other family-doctor type facility and this unnecessarily crowds hospital emergency rooms with non-emergency patients.

Many of these patients are better served with ancillary medical care which is more appropriate for non-emergency room facilities. Some examples would be ; minor suturing, standardized antibiotic treatments, behavioral health referrals, home health care needs etc.

With better triage and more appropriate destination options, citizens will be less likely to encumber unnecessary high emergency room costs thus lightening the overcrowding and long waits in emergency rooms and reserving them for more serious emergencies. Additionally, this type of system attempts to create a secondary layer of response by reserving first-response crews for serious emergencies and reducing response times and availability.

DISCUSSION:

Community Paramedicine programs are relatively new and reside within the field of Emergency Medical Services. They are designed to be "community specific" and tailored to meet the demographic needs of each community and ultimately each user.

As a measure of efficiency and financial resourcefulness, Avondale Fire-medical has partnered with four other interested west valley agencies to explore this subject through a pilot project focusing on

training, development and response study expected to last approximately six months.

BUDGET IMPACT:

There is no budgetary impact on this pilot project because it has been funded by the Vitalyst Health Foundation. Vitalyst has awarded the City of Goodyear as the primary agency with \$125,000.00 for this pilot project. Goodyear will reimburse the four other agencies for any costs incurred including overtime costs. It is anticipated that this will allow the pilot to continue for approximately six months, July to December, 2016.

RECOMMENDATION:

Staff recommends that the city council adopt a resolution approving an Intergovernmental Agreement relating to a grant funded Community Paramedicine pilot project with; Goodyear Fire Dept., Peoria Fire-Medical, Surprise Fire-Medical, and Sun City Fire & Medical District.

ATTACHMENTS:

Description

[Resolution 3316-616](#)

RESOLUTION NO. 3316-616

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AVONDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE AND THE SUN CITY FIRE AND MEDICAL DISTRICT RELATING TO THE PARAMEDICINE PILOT PROGRAM.

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

SECTION 1. The Intergovernmental Agreement among the City of Avondale, the City of Goodyear, the City of Peoria, the City of Surprise and the Sun City Fire and Medical District relating to the implementation the paramedicine pilot program to provide mobile integrated healthcare (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

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, June 6, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3316-616

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR, CITY OF AVONDALE, CITY OF PEORIA,
CITY OF SURPRISE, AND SUN CITY FIRE AND MEDICAL DEPARTMENT
TO
DEVELOP A COMMUNITY PARAMEDICINE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT for the development of a grant-funded community paramedicine pilot project (“Agreement”) is entered into as of May 2, 2016 by and among the City of Goodyear, an Arizona municipal corporation (“Goodyear”), Avondale, an Arizona municipal corporation (“Avondale”), City of Peoria, an Arizona municipal corporation (“Peoria”), City of Surprise, an Arizona municipal corporation (“Surprise”) and Sun City Fire and Medical Department, an Arizona fire district (“Sun City Fire”). Goodyear, Avondale, Peoria, Surprise and Sun City Fire are collectively referred to in this Agreement as the “Partnering Agencies” and each individually as a “Party.”

RECITALS

- A. Mobile integrated healthcare is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. Community paramedicine is a locally designed, community-based, collaborative model of care that leverages the skills of paramedics and EMS systems to address health care gaps identified through a community-specific needs assessment.
- B. The Partnering Agencies desire to work cooperatively to create a regional approach to Mobile Integrated Healthcare and Community Paramedicine (“MIHP-CP”) service delivery and education development.
- C. The Partnering Agencies desire to work collaboratively to develop a regional community paramedicine pilot program that addresses patients who are high frequency users of the 911 system (“Program”), as well as to develop a regional community standard paramedic training curriculum (“Curriculum”).
- D. The Partnering Agencies desire to enter into this Agreement to set forth the responsibilities and obligations of the Partnering Agencies with respect to the Program and the Curriculum.
- E. The Partnering Agencies are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952.

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 is hereby acknowledged, the Partnering Agencies agree as follows:

1. Program Components. The Program will consist of the following components: training and curriculum development, data collection, patient interactions, and data analysis, and development of performance measures.
2. Curriculum Development and Training. The Partnering Agencies' first task will be to develop the Curriculum and provide training to selected employees from each Party. To accomplish this task the Partnering Agencies will form a committee ("Training Committee").
 - 2.1 Each Party shall designate one employee to serve on the Training Committee. In addition, Gail H. Bradley, M.D., the contracted medical director for Peoria, Goodyear and Sun City Fire ("Medical Director"), shall serve on the Training Committee.
 - 2.2 The Training Committee shall determine the training modules to be included in the Curriculum. Notwithstanding the foregoing, the Curriculum shall include, but not be limited to, the following modules: electronic patient care reporting (ePCR) system and data collection; high frequency user (as defined in Section 4) patient list and selection; approaching patients safely and scripting the approach to the patient; stages of behavioral change and accessing crisis intervention; hospice/palliative care; community paramedic quality assurance; triggers for referral; and home safety, health and environment.
 - 2.3 The Curriculum shall be no less than eight (8) hours in duration but not more than forty (40) hours.
 - 2.4 In developing the Curriculum, the Training Committee shall seek input from all Fire Department based MIHP-CP programs within the Phoenix Metro west region.
 - 2.5 The Curriculum shall be a standardized curriculum suitable for use by all current and future MIHP-CP providers within Arizona.
 - 2.6 The Training Committee shall designate three paramedics from each Party to attend the initial training class.
 - 2.7 The Training Committee shall determine the location where the training will be conducted. The Partnering Agencies agree to work cooperatively to identify and make available suitable space at one of the Party's facilities for the training to be held.
 - 2.8 The training shall be provided by the Medical Director and other qualified individuals selected by the Training Committee.
 - 2.9 The Curriculum shall be developed and the training completed no later than October 28, 2016.
3. Data Collection. The Partnering Agencies will use an electronic patient care reporting system (ePCR) for the field collection of data.
 - 3.1 Before any patient interaction occurs, the Partnering Agencies shall work cooperatively to develop a data collection form that will be used by all Partnering Agencies. The data collection form shall be developed so that it

- enables the Partnering Agencies to create a database capable of tracking variables such as client demographics, services requested, patient diagnosis, chief complaint, referring physician, referrals to other services by a community paramedic, and outcomes.
- 3.2 The Partnering Agencies will use ZOI software as the data collection tool and will enter their data into one database.
 - 3.3 Each Party shall be responsible for its own data collection.
4. Patient Interaction. After the data collection form is developed and training is completed, the Partnering Agencies shall identify and contact the top 10% of high frequency users of 911 services. “High frequency users” are those patients that access the 911 system three or more times during a month or fifteen or more times in a year.
- 4.1 The Partnering Agencies will work collaboratively to provide vehicles from their existing resources to be used in the Program. At a minimum the vehicles should be equipped with an MCT and a mobile radio and 2 portable radios capable of communication with the Phoenix Regional Dispatch Center.
 - 4.2 Goodyear and Avondale shall work cooperatively to staff one vehicle, and Peoria, Surprise, and Sun City Fire shall work cooperatively to staff one vehicle.
 - 4.3 Each vehicle shall be staffed with two paramedics (“Paramedic Team”). Notwithstanding the foregoing, if the Partnering Agencies are, on occasion, unable to staff a vehicle with two paramedics, a vehicle may be staffed with one paramedic and one emergency medical technician (EMT).
 - 4.4 Each vehicle shall be staffed up to 20 hours a week.
 - 4.5 In addition to staffing the vehicles, the Partnering Agencies shall identify and provide each Paramedic Team with medical and diagnostic equipment required for a MIHC-CP paramedic assessment. Such medical and diagnostic equipment may include, but is not limited to, cardiac monitors, thermometers, and blood pressure measuring devices. The Partnering Agencies agree to collaborate to assemble the required equipment from their existing supplies. There is no expectation that any Partnering Agency will purchase additional equipment solely for the use in the Program.
 - 4.6 The Paramedic Teams will contact patients who have been identified as the top 10% of high frequency users (“Participating Patients”) to determine their healthcare needs, their access to healthcare services, and the availability of resources to meet their daily needs.
 - 4.7 The Paramedic Teams will also provide information to Participating Patients on available resources in an effort to increase Participating Patients’ understanding and effective utilization of healthcare and community resources.
 - 4.8 The information the Paramedic Teams collect from Participating Patients shall be entered into one database.
5. Data Analysis. Following the data collection through patient interaction, the Partnering Agencies will work cooperatively to review and evaluate the data using both patient specific and systematic criteria.

- 5.1 The Partnering Agencies will evaluate the collected data to determine the Participating Patients' perception of the Program's value, and to measure the Participating Patients' improved understanding and management of their healthcare during the Program as well as the reduction in their reliance on the 911 system.
- 5.2 Using the collected data, the Partnering Agencies will evaluate the efficacy of implementing a regional Program as follows.
 - 5.2.1 Correlate the reduction in 911 system use to readmission data for Participating Patients.
 - 5.2.2 Determine the overall associated costs for providing the Program and identify a plan for its sustainability.
 - 5.2.3 Extrapolate possible savings in healthcare costs.
 - 5.2.4 Identify a regional inter-departmental MIHP-CP model that is cost-effective and outcome-driven.
 - 5.2.5 Identify partnerships and a resource network for a sustainable regional Program.
6. Development of Performance Measures. Based on the data analysis, the Partnering Agencies shall develop performance measures for MIHP-CP service delivery.
7. Funding and Costs. The Program will be funded by a \$125,000 grant from St. Luke's Health Initiative to the City of Goodyear. The grant funds shall be equitably divided among the Partnering Agencies with estimated costs as follows: (1) \$80,000 shall be allocated evenly between the Partnering Agencies to cover staffing costs; (2) \$20,000 shall be allocated for Curriculum development; (3) \$20,000 shall be allocated for training costs; and (4) \$5,000 shall be allocated for payment to the Medical Director for her assistance with the Program.
8. Term of Agreement. This Agreement shall be effective upon the date of the last signature below ("Effective Date") and will remain in full force and effect for one (1) year. This Agreement may be renewed for successive one (1) year periods upon mutual consent of the Partnering Agencies in writing and signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
9. Termination. Any Party may terminate its participation in this Agreement with or without cause upon twenty (20) days written notice to the Partnering Agencies.
10. Amendments. This Agreement may be modified only by a written amendment signed by each Party's authorized designee.
11. Workers Compensation. Pursuant to A.R.S. § 23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Partnering Agencies. The primary employer shall be solely liable for any workers' compensation benefits. Pursuant to A.R.S. § 23-1022(E), each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances, they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers’ compensation.”

12. Insurance. Each Party agrees 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. This insurance requirement may be satisfied by the purchase of insurance or through the provisions of a self-insurance program.
13. Indemnification. Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Partnering Agencies (as “Indemnitees”) for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee(s) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
14. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
15. Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
16. Nondiscrimination. The Partnering Agencies agree to comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination.
17. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Partnering Agencies warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Each Partnering Agency has the right to inspect the documentation of the other Partnering Agencies to ensure compliance with this paragraph. A Party’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Agreement by the non-breaching Partnering Agencies.
18. Notice. All notices, claims, requests, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to

the addresses set forth below or at such other address as shall be indicated in writing by such Party. Service by certified mail shall be deemed to occur three business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In-person notice shall be deemed received when delivered to such Party. Any notice required to be given under this Agreement shall be provided to all Partnering Agencies.

If to Avondale:	City of Avondale 11465 W. Civic Center Drive Avondale, AZ 85323 Attn: David Fitzhugh, City Manager
If to Goodyear:	City of Goodyear 190 N. Litchfield Road Goodyear, AZ 85338 Attn.: Brian Dalke, City Manager Copy to: Roric Massey, City Attorney
If to Peoria:	City of Peoria 8401 W. Monroe Street Peoria, AZ 85345 Attn: Carl Swenson, City Manager
If to Sun City Fire:	Sun City Fire and Medical Department 18602 N. 99 th Avenue Sun City, AZ 85373 Attn: Michael Thompson, Fire Chief
If to Surprise:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: Bob Wingenroth, City Manager Copy to: Robert Wingo, City Attorney

19. Governing Law. The laws of the State of Arizona shall govern this Agreement. Any suit or action pertaining to this Agreement shall be brought in the Maricopa County Superior Court.
20. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart being brought forward by a Party for approval by its legislative body or equivalent shall be signed and executed in accordance with that Party's practice. Neither a signature nor a signature line for every Party shall be required in each counterpart. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Partnering Agencies may be physically attached to a single document.

21. 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 a Party, the Agreement will promptly be physically amended to make such insertion or correction.
22. 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.
23. Entire Agreement; Interpretation; Parole Evidence. This Agreement represents the entire agreement of the Partnering Agencies 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 party 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.
24. Assignment. No right or interest in this Agreement shall be assigned or delegated by a Party to this Agreement without prior, written permission of each Party, signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
25. Legal Obligations. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF GOODYEAR

By: _____

Its: _____

Date: _____, 20____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF AVONDALE

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF PEORIA

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF SURPRISE

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

SUN CITY FIRE DISTRICT

By: _____

Its: _____

Date: _____

Attest: _____

Clerk of the Board

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, 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.

Fire District Attorney