**REGULAR MEETING OF THE COMMON COUNCIL**
**OF THE CITY OF EL MIRAGE**
**EL MIRAGE CITY COUNCIL CHAMBERS**
**10000 N. EL MIRAGE ROAD**
**6:00 PM - WEDNESDAY, SEPTEMBER 4, 2024**

**PLEASE NOTE: Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the City of El Mirage Council and to the general public that El Mirage City Council meetings are open to the public, (social distancing and optional mask wearing are suggested for the safety of all). Doors open to Council Chambers at 5:30 p.m. for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into Council Chambers when the Council returns from the executive session if action is required. Public access to this meeting is available online by clicking here or by dialing 480-561-6082 followed by entering the Conference ID number 478 951 192#. Once you are connected, please place yourself on mute.**

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices before the meeting is called to order. Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

**Agenda - AMENDED**
**Added Consent 5.14**

1. **ROLL CALL**

| | |
|---|---|
| Mayor Alexis Hermosillo | Vice Mayor David Shapera |
| Councilmember Roy Delgado | Councilmember Monica Dorcey |
| Councilmember Bob Jones | Councilmember Anita Norton |
| Councilmember Donna Winston | |

2. **CALL TO ORDER**

Pledge of Allegiance
Moment of Silence

Introduction of new City employees

3. **PROCLAMATION**

1. National Suicide Prevention Month Proclamation

4. **CALL TO THE PUBLIC**

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

5. **CONSENT AGENDA**

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, August 20, 2024. (City Clerk)

2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. § 41 -15I.19. (City Clerk)

3. Consideration and action to approve the updated Council Handbook. (City Clerk)

4. Consideration and action to authorize the City Manager to enter into a contract with Willdan Financial Services and Pat Walker Consulting LLC (collectively the Willdan Team) to complete a water, sewer, and sanitation rate study for a cost not to exceed $51,640 and waive the competitive bid process. (Administration)

5. Consideration and action to approve a final plat to accept and record public utility and access easements for a 58.6-acre industrial property at 13500 West Olive Avenue, El Mirage, Arizona 85335 Submitted by Centerpoint Consulting LLC. (Development Services - Planning and Zoning)

6. Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY2025 Victims' Rights Program in the amount of $12,100 for the **El Mirage Police Department** and authorize Finance to make the necessary budget transfers. (Police/Grants)

7. Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY25 Victims' Rights Program in the amount of $12,100 for the **El Mirage City Prosecutor's Office** and authorize Finance to make the necessary budget transfers. (Police/Grants)

8. Consideration and action to approve the El Mirage Police Department's participation in providing the Maricopa Community College District with Law Enforcement instructors, on a shared basis with other West Valley police agencies, to teach various required AZPOST training modules for police recruits (Police).

9. Consideration and action to authorize budget authority for the purchase of a vehicle for the water department as part of CIP 62068 (vehicle replacement program) in an amount not to exceed $75,041.97 and authorize the finance department to make any necessary transfers. (Public Works)

10. Consideration and action approve contract(s) PW24-RFP-JOC01 with selected vendors. (Public Works)

11. Consideration and action to approve a contract with Ancon Marine for services to video inspect the City's sewer collections system as part of CIP 62227 (collections system replacement program) in an amount not to exceed $80,000. (Public Works)

12. Consideration and action to authorize the City Manager to order 1826 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of $662,838 and authorize the finance department to make any necessary transfers. (Public Works)

13. Consideration and action to approve purchase of goods and services from James, Cook, and Hobson (JCH) for CIP 62079 (WRF process improvements) in an amount not to exceed $60,000. (Public Works)

14. Consideration and action to request and accept funds, if awarded, to submit a 2024 Maricopa Association of Governments (MAG) Call for Projects grant application in an approximate amount of $400,000 with a required match of 5.7% for the purchase of a street sweeper and authorize Finance to make necessary budget transfers. (Grants/Public Works)

6. **REGULAR AGENDA**

7. **CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

8. **MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

9. **ADJOURNMENT**

***Accommodations for Individuals with Disabilities*** *-Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 10000 N El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

**AFFIDAVIT OF POSTING - CITY COUNCIL MEETING OF SEPTEMBER 4, 2024**

I hereby certify that this agenda was posted by 5:00 p.m. on Tuesday, August 27, 2024 at the following locations: l) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road, and 2) the City of El Mirage website at www.elmirageaz.gov.

Sharon Antes

Sharon Antes, City Clerk

**AGENDA ITEM 3. 1.**

City of EL MIRAGE Arizona

*GRAND HERITAGE. BRIGHT FUTURE!*

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/22/2024 | **TYPE OF ACTION:** Proclamation | **SUBJECT:** National Suicide Prevention Month Proclamation |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Proclamations | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Crystal Dyches, City Manager |

**BACKGROUND:**

The City Council formally declares September 2024 as National Suicide Prevention Month in El Mirage. This declaration acknowledges the critical importance of raising awareness about suicide prevention, combating the stigma associated with mental health, and supporting those affected by suicide. The proclamation highlights several key initiatives, including the El Mirage Cares program, which works to provide mental health resources and support through public forums and social media campaigns. The proclamation also emphasizes the importance of the theme "Connect to Protect," underscoring the role of supportive relationships in reducing suicide risk. It draws attention to the alarming statistics on suicide in the United States, particularly among males, older adults, and youth, and calls for community involvement in supporting mental health initiatives. The El Mirage City Council encourages all residents to educate themselves on mental health, support local and national organizations dedicated to suicide prevention, and actively engage in efforts to foster a culture of understanding and support within the community. The document is a call to action for the citizens of El Mirage to come together to promote mental health awareness, reduce stigma, and support those in need, demonstrating a commitment to improving the community's well-being.

**Attachments**

Proclamation - Suicide Awareness & Prevention Month

# PROCLAMATION

## CITY OF ELMIRAGE
## NATIONAL SUICIDE AWARENESS AND PREVENTION MONTH – SEPTEMBER 2024

**WHEREAS,** September is National Suicide Prevention Month in which mental health advocates, prevention organizations, survivors, allies, and community members unite to promote suicide prevention awareness, raise the awareness of rising suicide rates, and work together to reduce the stigma surrounding mental health; and

**WHEREAS**, we also recognize September 10 as World Suicide Prevention Day as a time to remember those affected by suicide, to raise awareness, and to focus efforts on directing treatment to those who need it most; and

**WHEREAS,** National Suicide Prevention Month is a time to remember the lives lost to suicide, acknowledge the millions more who have experienced suicidal thoughts, and the many individuals, families and communities that have been impacted by suicide; and

**WHEREAS**, the El Mirage Cares initiative exemplifies this commitment to bringing awareness by focusing on mental health awareness and providing essential resources to individuals and families in need by way of a public forum and social media campaigns; and

**WHEREAS,** though we recognize there is no single cause or single solution to suicide, we know that access to support and treatment can save lives; and

**WHEREAS,** the theme for this year's campaign, "Connect to Protect," emphasizes the importance of building and maintaining strong, supportive relationships, which can significantly reduce the risk of suicide; and

**WHEREAS,** suicide is one of the leading causes of death in the United States, with more than 49,000 people who died by suicide in 2022, which comes to 1 death every 11 minutes by suicide; and

**WHEREAS,** suicide rates returned to their peak in 2022 with suicide rates among males approximately four times higher than the rate among females even though males make up 50% of the population but account for nearly 80% of suicides; and

**WHEREAS,** according to the CDC, in 2022, 13.2 million adults seriously thought about suicide, 3.8 million made a plan for suicide, and there were 1.6 million attempted suicides; and

**WHEREAS,** people ages 75 and older had the highest rates of suicide in 2022, while suicide has been identified as the 2nd leading cause of death among individuals aged 10-24, highlighting the critical need for prevention efforts among all age groups; and

**WHEREAS,** one of the biggest obstacles in seeking mental health treatment is the stigma associated with it; and

**WHEREAS**, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, profession or background, and it is crucial to recognize that mental health challenges are universal; and

**WHEREAS**, El Mirage, like every other community, is committed to supporting one another, understanding that we are all silently fighting our own battles, and that public support and open discussions about mental health are essential; and

**WHEREAS**, the collaborative efforts of El Mirage Cares, along with city leaders, local organizations, and residents, seek to significantly contribute to improving the quality of life in El Mirage, fostering a sense of unity and collective responsibility; and

**WHEREAS**, local organizations like El Mirage Cares, Speak Up, Stand Up, Save a Life, Teen Lifeline, and national organizations like the National Alliance on Mental Illness (NAMI) and the National Suicide Prevention Hotline are at the forefront of suicide prevention efforts, despite the taboo nature of discussing suicide and mental illness; and

**WHEREAS**, every member of our community should take the time to check in on the well-being of their family, friends, and neighbors, and to genuinely listen to them and convey their appreciation for their existence through any appropriate gesture; and

**WHEREAS**, the City of El Mirage publicly supports those who work in the fields of mental health, education, and law enforcement, recognizing their crucial role in suicide prevention and mental health advocacy; and

**WHEREAS**, with September being recognized as "National Suicide Prevention Month," this proclamation is intended to raise the visibility of mental health and proactive suicide prevention resources in our community, to start conversations, reduce stigma, and help connect people with the appropriate support services; and

**WHEREAS**, we encourage all residents of El Mirage to take time to educate themselves on mental health through the resources provided, to recognize the importance of taking care of their mental health, and to support one another through life's challenges, and

**NOW, THEREFORE**, I, Alexis Hermosillo, Mayor of El Mirage, do hereby proclaim the month of September 2024 as National Suicide Prevention Month in the City of El Mirage and encourage all citizens to support the efforts of organizations that provide education, outreach, and support in the fight against suicide.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of El Mirage to be affixed this 4th day of September 2024.

_____

**Alexis Hermosillo**
**Mayor of El Mirage**

**AGENDA ITEM 5. 1.**

City of EL MIRAGE Arizona

*GRAND HERITAGE. BRIGHT FUTURE!*

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/21/2024 | **TYPE OF ACTION:** Minutes | **SUBJECT:** Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, August 20, 2024. (City Clerk) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Wendy Henson, Deputy City Clerk |

**RECOMMENDATION:**

Approve the minutes of the Regular Council meeting held Tuesday, August 20, 2024.

**PROPOSED MOTION:**

I move to approve the minutes of the Regular Council meeting held Tuesday, August 20, 2024

**BACKGROUND:**

Draft minutes attached for review.

**Attachments**

8.20.2024 Regular Council Meeting Minutes DRAFT

# D R A F T

**REGULAR MEETING OF THE COMMON COUNCIL**
**OF THE CITY OF EL MIRAGE**
**EL MIRAGE CITY COUNCIL CHAMBERS**
**10000 N. EL MIRAGE ROAD**
**6:00 PM -TUESDAY, AUGUST 20, 2024**

**Minutes**

1. **ROLL CALL**

Present: Mayor Alexis Hermosillo; Vice Mayor David Shapera; Councilmember Monica Dorcey; Councilmember Bob Jones; Councilmember Anita Norton; Councilmember Donna Winston

Absent: Councilmember Roy Delgado (Excused)

2. **CALL TO ORDER - MEETING CALLED TO ORDER AT 6:00 PM**

Pledge of Allegiance
Moment of Silence
Introduction of new City employees

Public Works Director Nick Russo introduced Environmental Division Manager Mark Ortiz.

3. **CALL TO THE PUBLIC**

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

Resident Ryan Eldridge stated he would like to discuss the agreement to pay $11,500 for security upgrades at Veteran's Park. Mr. Eldridge stated if security upgrades are being done in one park they should be done in all of them. Mr. Eldridge said a Community Development Block Grant (CDBG) could possibly pay for these upgrades.

Resident Steve Gilliam thanked staff for clearing the wash near his home. Mr. Gilliam stated the area could be used as a park in the future. Mr. Gilliam then stated he would like to see the election bitterness stop, and he would also like for the police and fire employees to stop endorsing candidates.

Resident Sue Hutchison stated that in eight years she has called the police department fifteen times. Ms. Hutchison stated the El Mirage Police Department is awesome. She stated fireworks used to be a problem, but lately they have not been an issue, thanks to the work of the police department.

4. **CONSENT AGENDA**

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, July 2, 2024. (City Clerk)

2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. § 41 -15I.19. (City Clerk)

3. Consideration and action to approve Resolution R24-08-22 rescinding Resolution R24-02-04 which committed $500,000 of State and Local Fiscal Recovery Funds (SLFRF) in support of the Housing Authority of Maricopa County re-development project known at Flora Statler Apartments because of financing challenges in meeting the Federal time frame for spending the SLFRF funds. (Administration)

4. Consideration and action to approve the purchase of goods and services from Corporate Technology Solutions, LLC (CTS) for cabling infrastructure, access control, and video surveillance at the new Public Works building for an amount not to exceed $65,000 including contingencies. (Development Services)

5. Consideration and action to enter into an Intergovernmental Agreement (IGA) with the Northern Parkway Partners for the reimbursement for the construction of Butler Drive and 129th Avenue. (Development Services)

6. Consideration and action to terminate four existing Drainage Easements that the City holds on the LogistiCenter at Copperwing property that are no longer required. (Development Services)

7. Consideration and action to award a contract to DBA Construction using the City Contract PW23-RFQ-JOC01 to construct drainage improvements within the cul-de-sac of 1st Avenue, north of Gentry Park, in the amount of $328,008, including contingency (Activity No. 62213) (Development Services)

8. Consideration and action to approve a final plat to accept and record dedication of right-of-way for a 0.21-acre development of a residential property at the intersection of Tonya Street and Soledad Street submitted by Melissa Saenz. (Development Services - Planning and Zoning)

9. Consideration and action to approve a Final Plat to accept and record right-of-way dedications and utility easements for a 148-acre development at the northeast corner of Dysart Road and Olive Avenue submitted by DPML Copperwing, LLC. (Development Services - Planning and Zoning)

10. Consideration and action to affirm the pledge to Arizona State University, School of Public Affairs to support and sponsor a Marvin Andrews/Jane Morris Fellowship in Urban Management Program Internship as authorized in the FY2025 budget not to exceed $33,000 and $27,000 in FY 2026. (Finance/Administration)

11. Purchase of a self-contained breathing apparatus (SCBA) decontamination washer from Curtis Tools, in an amount of $39,535.92, to reduce exposure to hazardous chemicals and carcinogenic particles that firefighters are exposed to during firefighting operations. (Fire)

12. Consideration and action to approve a Letter of Agreement between Maricopa County Community College District and the City of El Mirage for provision of a supervised Emergency Medical Technician (EMT) and Paramedic Preceptorship. (Fire)

13. Consideration and action to request and accept funds, if awarded, for a Community Impact Grant Proposal from APS in an approximate amount of $10,000 to support El Mirage Special Events and authorize Finance to make necessary budget transfers. (Grants/Parks and Recreation)

14. Consideration and action to accept a Federal Fiscal Year 2025 (FFY2025) Department of Public Safety (DPS) Victims of Crime (VOCA) Crime Victim Assistance Grant in an amount of $118,602 for the Victim Assistance Program, approve the City match and authorize the Finance Department to make the necessary budget adjustments. (Grants)

15. Consideration and action to approve an agreement with Cox Communications for the purchase of Internet Services for the Police Department for a term of 3 years at a cost of $79.00 per month plus tax. (Information Technology)

16. Consideration and action to approve a purchase with Technology Providers Inc. (TPI) for an amount not to exceed $5,000 for equipment and services to support council meeting streaming enhancements. (Information Technology)
***This item was pulled from Consent for discussion.***

17. Consideration and action to authorize the City Manager to enter into service agreements for park security infrastructure improvements as an FY25 contingency budget expense in an amount not to exceed $11,500. (Parks and Recreation)
***This item was pulled from Consent for discussion.***

18. Consideration and action to approve an MOU update with Adelante Healthcare for health services provided at the senior center for one year and continued automatic annual renewal until terminated by either party. (Parks and Recreation)

19. Consideration and action to authorize the City Manager to enter into a revenue-sharing contract with Butler Amusements, Inc. to host a carnival-style special event at Gentry Park on or about the dates of March 20-23, 2025. (Parks and Recreation)

20. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (Police Department)

21. Consideration and action to approve the purchase of an upgraded printer for the Police Department's Livescan (electronic fingerprint) machine from Idemia under AZ State Contract CTR040047-4 for $2,062.50 (Police).

22. Consideration and action to approve the extension to the existing agreement with Idema for the Police Department's LiveScan (electronic fingerprinting) machine and portable fingerprint scanners for the amount of $5,864. (Police).

23. Consideration and action to approve the purchase of upgraded shelving for the Police Department's Property & Evidence building from Arizona Furnishings under AZ State Contract CTR067398 for a cost of $174,560.43 (Police).

24. Consideration and action to authorize the City Manager to enter into budgeted goods and services contracts, according to the attached list of vendors, to allow Public Works to perform their duties during FY 24/25. (Public Works)

25. Consideration and action to approve a contract with Hazen and Sawyer for consulting services to complete phase two of the distribution pipe inventory project in an amount not to exceed $155,164 and authorize the finance department to make any transfers. (Public Works)

26. Consideration and action to approve an increase of $50,686 FY24 budget authority to make the $102,169.21 final payment to Team Fishel for completed CIP 62316 project and authorize the finance department to make any necessary transfers. (Public Works)

Vice Mayor Shapera moved to approve Consent Agenda items 1-15 and 18-26 as presented, seconded by Councilmember Dorcey.

**Vote:** 5 - 1 Passed

NAY: Councilmember Anita Norton

5. **REGULAR AGENDA**

**5. 1.a** Consideration and action to authorize the City Manager to enter into service agreements for park security infrastructure improvements as an FY25 contingency budget expense in an amount not to exceed $11,500. (Parks and Recreation)

Parks and Recreation Director Sean VonRoenn stated he would be happy to answer any questions Council had. **Councilmember Norton** asked Mr. VonRoenn to explain this item. Mr. VonRoenn provided background information on the request for security infrastructure improvements in Veteran's Park. **Councilmember Norton** asked what is the purpose of additional lighting and cameras in the park and Mr. VonRoenn stated it will deter undesirable activity in the park. **Councilmember Norton** asked why other parks are not being considered and Mr. VonRoenn stated there are cameras at several parks already and this park was prioritized based on recent activity. **Councilmember Norton** stated this plan should be extended to all parks in the city. **Vice Mayor Shapera** stated the lights at Veteran's Park are twenty-two years old and there is an immediate need for this action at this park. **Councilmember Jones** stated he agrees with **Councilmember Norton** that all parks need these upgrades, but Veteran's Park has an immediate need based on the activity recently taking place there.

Councilmember Jones moved to authorize the City Manager to enter into service agreements for park security infrastructure improvements as an FY25 contingency budget expense in an amount not to exceed $11,500, seconded by Vice Mayor Shapera.
**Vote:** 6–0 Passed - Unanimously

1. A continuation of a public hearing, closure of public hearing followed by a discussion and action on a conditional use permit and site plan for industrial use for a gas and oil refinery located at 12126 W Olive Ave, El Mirage AZ 85335 submitted by Fuel Processing Operators, LLC. (Development Services - Planning and Zoning)

**Mayor Hermosillo** opened the Public Hearing.

Senior Planner Jose Macias provided background information on the conditional use permit and site plan. Applicants John Ulibarri and Mike Brannon were available for questions. **Vice Mayor Shapera** asked that a stipulation be added to include noise will not be a nuisance to the public and Mr. Macias agreed. Resident Jim McPhetres asked how the site would be secured and what is being done to mitigate traffic. Resident Steve Gilliam asked if the fire suppression system has been reviewed and what the water usage will be. Mr. Ulibarri stated there are security gates at the site, and the roadway improvements added lanes to ease traffic. Mr. Ulibarri then stated the water usage increase will be limited as they are only adding five additional employees. Mr. Brannon stated the site has annual fire inspections and there are approximately thirty-five cameras on-site that are manned 24/7. **Councilmember Jones** thanked the applicants for their efforts on this item. **Vice Mayor Shapera** asked if a median was planned for Olive Avenue and Mr. Macias stated there would not be a median but lane striping added to ease traffic flow on Olive Avenue.

Hearing no further comments, **Mayor Hermosillo** closed the Public Hearing.

**Vice Mayor Shapera** stated this project was well-thought-out. **Councilmember Dorcey** stated she is glad to see this project come to fruition, and she appreciates the efforts of all involved.

Vice Mayor Shapera moved to approve a conditional use permit and site plan to include the stipulation about the noise not being a nuisance to the public as presented, seconded by Councilmember Dorcey.

**Vote:** 6 - 0 Passed - Unanimously

2. Consideration and action on a zoning relief request from Chapter §152.030 requiring utilities and electrical 13KV power lines, and under, to be relocated underground at the fuel processing property located at 12126 W Olive Avenue submitted by Gervasio and Assoc, Inc. (Development Services - Planning and Zoning)

Senior Planner Jose Macias provided information on the zoning relief request. **Vice Mayor Shapera** stated this is an unnecessary burden on the applicant. **Councilmember Dorcey** stated if Arizona Public Service decides to bury the lines in the future, Council could reconsider.

Vice Mayor Shapera moved to approve a zoning relief request from Chapter §152.030, as presented, seconded by Councilmember Norton.

**Vote:** 6 - 0 Passed - Unanimously

3. A discussion and action on a site plan amendment zoning application for a fitness center use at 11201 N El Mirage Road submitted by Studio Type X. (Development Services - Planning and Zoning)

Senior Planner Jose Macias detailed the site plan amendment zoning application. **Vice Mayor Shapera** stated this is a good project for the residents.

Vice Mayor Shapera moved to approve a site plan amendment zoning application for a fitness center use at 11201 North El Mirage Road, Seconded by Councilmember Dorcey.

**Vote:** 6 - 0 Passed - Unanimously

4. Consideration and action to approve Resolution R24-08-20 amending Title XI, Section § 110.07 of the Code of the City of El Mirage. (Administration)

Budget Manager Macy Walker provided background information on the Resolution.

Vice Mayor Shapera moved to approve Resolution R24-08-20 amending Title XI, Section §110.07 of the Code of the City of El Mirage, as presented; seconded by Councilmember Norton.

**Vote:** 6 - 0 Passed - Unanimously

5. Consideration and action to approve Ordinance O24-08-07 amending Title XI, Section § 110.07 of the Code of the City of El Mirage. (Administration)

Budget Manager Macy Walker provided information on the Ordinance.

Vice Mayor Shapera moved to approve Ordinance O24-08-07 amending Title XI, Section §110.07 of the Code of the City of El Mirage, as presented; seconded by Councilmember Dorcey.

**Vote:** 6 - 0 Passed - Unanimously

6. Consideration and action to make a purchase with SHI for Granicus Livecast Streaming services and equipment for an amount not to exceed $22,000. (Information Technology)

Information Technology Director Tom Bacome provided background information on the purchase details. **Mayor Hermosillo** stated this is a fantastic addition that could provide more involvement with the community. **Councilmember Norton** asked if the camera would be able to focus on whomever was speaking at each time and Mr. Bacome stated the cameras already have that feature, and it is just a manpower issue preventing it from occurring. **Councilmember Norton** asked if the closed captioning would still be available and Mr. Bacome stated he was working with another vendor on that aspect. **Councilmember Norton** asked if the videos of meetings would still be available on the City website and Mr. Bacome stated yes. **Councilmember Winston** thanked Mr. Bacome for making this project possible. **Councilmember Dorcey** stated she is opposed to having cameras focus on who is speaking each time and that a video of the dias as a whole would suffice. **Councilmember Norton** stated it is important for viewers to see who is speaking. **Vice Mayor Shapera** asked if the number of views on YouTube could be tracked and Mr. Bacome answered yes.

Vice Mayor Shapera moved to approve the purchase with SHI for Granicus Livecast Streaming services and equipment, seconded by Councilmember Norton.
**Vote:** 6–0 Passed - Unanimously

**6. b.** Consideration and action to approve a purchase with Technology Providers Inc. (TPI) for an amount not to exceed $5,000 for equipment and services to support council meeting streaming enhancements. (Information Technology)

Information Technology Director Tom Bacome detailed the item and the need for it. **Councilmember Norton** asked if this would improve the call quality when people call in to the meetings and Mr. Bacome stated Microsoft Teams would still be providing audio for callers.

Vice Mayor Shapera moved to approve a purchase with Technology Providers Inc. (TPI) for an amount not to exceed $5,000 for equipment and services to support council meeting streaming enhancements, seconded by Councilmember Norton.
**Vote:** 6–0 Passed - Unanimously

6. **CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

City Manager Crystal Dyches had no comments.

7. **MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

**Vice Mayor Shapera** acknowledged the police department and fire department for their efficiency in handling the recent event at Gentry Park. **Councilmember Dorcey** agreed with **Vice Mayor Shapera**. **Councilmember Norton** read a prepared statement regarding recent election events and changes to A.R.S. §38-431-03.3, A.R.S. §9-235 and A.R.S. §9-821.01.

8. **EXECUTIVE SESSION**

1. Consideration and action to adjourn to Executive Session pursuant to A.R.S. § 38-431.03.3, regarding discussion and consultation for legal advice on recent changes to A.R.S. § 9-235 and A.R.S. § 9-821.01 which will become effective on September 14, 2024. (Administration)

Vice Mayor Shapera moved to adjourn into Executive Session, seconded by Councilmember Dorcey.

**Vote:** 6 - 0 Passed - Unanimously

9. **ADJOURNMENT - MEETING ADJOURNED AT 7:54 PM**

_____
Alexis A. Hermosillo, Mayor

ATTEST:

_____
Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Tuesday, August 20, 2024, and a quorum was present.

Sharon Antes
Sharon Antes, City Clerk

**AGENDA ITEM 5. 2.**

City of EL MIRAGE Arizona

*GRAND HERITAGE. BRIGHT FUTURE!*

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/21/2024 | **TYPE OF ACTION:** Records Destruction | **SUBJECT:** Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. § 41 -15I.19. (City Clerk) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Wendy Henson, Deputy City Clerk |

**RECOMMENDATION:**

Approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. § 41 -15I.19.

**PROPOSED MOTION:**

I move to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. § 41 -15I.19.

**BACKGROUND:**

The State of Arizona has determined retention schedules for public records and destruction of those records not meant to be kept indefinitely. Orderly destruction of public records pursuant to the laws of the State of Arizona will provide more space for permanent records and keep the City compliant with state law.

**Attachments**

9.4.2024 Records Destruction

# CERTIFICATE OF RECORDS DESTRUCTION

A.R.S. §41-151.19. *Those records determined to be of no legal, administrative, historical, or other value shall be disposed of by such a method as the state library may specify. A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.*

**Public Body** City of El Mirage **Division** Administration

**Department** City Clerk **Office/ Unit**

| Record Series Number and Title | Records Start Date | Records End Date | Eligible to Destroy Date | Format: | | | Amount | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Paper | Microfilm | Digital | Boxes | Files | File Size |
| Pem Improvement Plan | 11.25.1997 | 11.25.1998 | 11.25.1998 | ☒ | ☐ | ☐ | | 1 | |
| Ferrrara Fire Apparatus Quote | 11.30.2009 | 6.30.2010 | 6.30.2015 | ☒ | ☐ | ☐ | | 1 | |
| Tohono O'odham Grant in Aid Pueblo Futura | 10.6.2015 | 10.6.2016 | 10.6.2021 | ☒ | ☐ | ☐ | | 1 | |
| Tohono O'odham Veteran's Memorial Project | 10.29.2015 | 12.31.2016 | 12.31.2021 | ☒ | ☐ | ☐ | | 1 | |
| Tohono O'odham CH Vet Memorial | 11.24.2015 | 11.23.2016 | 11.23.2021 | ☒ | ☐ | ☐ | | 1 | |
| PW19-JOC01 Asphalt Grading Agreement | 5.21.2018 | 6.30.2018 | 6.30.2023 | ☒ | ☐ | ☐ | | 1 | |
| Sunland Asphalt Agreement | 7.5.2018 | 6.30.2019 | 6.30.2024 | ☒ | ☐ | ☐ | | 1 | |
| SWP Contracting Agreement | 7.5.2018 | 6.30.2019 | 6.30.2024 | ☒ | ☐ | ☐ | | 1 | |
| Tohono O'odham Basketball Court | 12.6.2017 | 12.6.2018 | 12.6.2023 | ☒ | ☐ | ☐ | | 1 | |

| | | |
|---|---|---|
| Form Filled Out By (print): Wendy Henson | Email: whenson@elmirageaz.gov | Phone: 623-876-2931 |
| Records Officer Name (print): Wendy Henson | Title (print): Deputy City Clerk | Date: 9/4/2024 |
| Records Officer Signature: | Email: whenson@elmirageaz.gov | Phone: 623-876-2931 |

SECRETARY OF STATE

**ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE

**CERTIFICATE OF RECORDS DESTRUCTION**

Arizona State Library, Archives and Public Records

# CERTIFICATE OF RECORDS DESTRUCTION

A.R.S. §41-151.19. *Those records determined to be of no legal, administrative, historical, or other value shall be disposed of by such a method as the state library may specify. A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.*

**Public Body** City of El Mirage **Division** Administration

**Department** City Clerk **Office/ Unit**

| Record Series Number and Title | Records Start Date | Records End Date | Eligible to Destroy Date | Format: Paper | Format: Microfilm | Format: Digital | Amount: Boxes | Amount: Files | Amount: File Size |
|---|---|---|---|---|---|---|---|---|---|
| Thomas Parascandola Agreement | 10.25.2018 | 10.31.2018 | 10.25.2023 | ☒ | ☐ | ☐ | | 1 | |
| Paveco Agreeement | 7.5.2018 | 6.30.2019 | 6.30.2024 | ☒ | ☐ | ☐ | | 1 | |
| Emergency Reporting Agreement | 7.31.2012 | 7.31.2018 | 7.31.2024 | ☒ | ☐ | ☐ | | 1 | |
| Spillman Technologies Agreement | 8.13.2019 | 11.22.2018 | 1.22.2023 | ☒ | ☐ | ☐ | | 1 | |
| Mangus Eriksson Agreement | 8.13.2015 | 8.13.2018 | 8.13.2023 | ☒ | ☐ | ☐ | | 1 | |
| ADOT Alley Improvements Agreement | 8.22.2012 | 8.21.2015 | 8.22.2024 | ☒ | ☐ | ☐ | | 1 | |
| AZDPS Interim Police Chief | 2.22.2018 | 8.21.2018 | 8.22.2024 | ☒ | ☐ | ☐ | | 1 | |
| Midway Chevrolet PD Vehicle Purchase | 8.23.2019 | 8.23.2019 | 8.24.2024 | ☒ | ☐ | ☐ | | 1 | |
| Parascandola & Parascandola Agreement | 8.15.2015 | 6.30.2016 | 6.30.2021 | ☒ | ☐ | ☐ | | 1 | |

| | | |
|---|---|---|
| Form Filled Out By (print): Wendy Henson | Email: whenson@elmirageaz.gov | Phone: 623-876-2931 |
| Records Officer Name (print): Wendy Henson | Title (print): Deputy City Clerk | Date: 9/4/2024 |
| Records Officer Signature: | Email: whenson@elmirageaz.gov | Phone: 623-876-2931 |

**ARCHIVES AND RECORDS MANAGEMENT**
1901 West Madison Street • Phoenix, Arizona 85009
(602) 926-3720 • records@azlibrary.gov • http://www.azlibrary.gov/arm

SECRETARY OF STATE

**ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE

**CERTIFICATE OF RECORDS DESTRUCTION**

Arizona State Library, Archives and Public Records

# CERTIFICATE OF RECORDS DESTRUCTION

A.R.S. §41-151.19. *Those records determined to be of no legal, administrative, historical, or other value shall be disposed of by such a method as the state library may specify. A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.*

**Public Body** City of El Mirage **Division** Administration

**Department** City Clerk **Office/ Unit**

| Record Series Number and Title | Records Start Date | Records End Date | Eligible to Destroy Date | Format: Paper | Format: Microfilm | Format: Digital | Amount: Boxes | Amount: Files | Amount: File Size |
|---|---|---|---|---|---|---|---|---|---|
| Parascandola Thomas Prosecutorial Agreement | 8.15.2015 | 6.30.2016 | 6.30.2021 | ☒ | ☐ | ☐ | | 1 | |
| DBA Construction JOC | 9.1.2014 | 8.31.2015 | 9.1.2024 | ☐ | ☐ | ☐ | | 1 | |
| x | | | | ☐ | ☐ | ☐ | | | |
| | | | | ☐ | ☐ | ☐ | | | |
| | | | | ☐ | ☐ | ☐ | | | |
| | | | | ☐ | ☐ | ☐ | | | |
| | | | | ☐ | ☐ | ☐ | | | |
| | | | | ☐ | ☐ | ☐ | | | |
| | | | | ☐ | ☐ | ☐ | | | |

| | | |
|---|---|---|
| Form Filled Out By (print): Wendy Henson | Email: whenson@elmirageaz.gov | Phone: 623.876.2931 |
| Records Officer Name (print): Wendy Henson | Title (print): Deputy City Clerk | Date: 9.4.2024 |
| Records Officer Signature: | Email: whenson@elmirageaz.gov | Phone: 623.876.2931 |

AGENDA ITEM 5. 3.

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/22/2024 | **TYPE OF ACTION:** Other | **SUBJECT:** Consideration and action to approve the updated Council Handbook. (City Clerk) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Sharon Antes, City Clerk |

**RECOMMENDATION:**

Approve the updated Council Handbook.

**PROPOSED MOTION:**

I move to approve the updated Council Handbook as presented.

**BACKGROUND:**

The existing Council Handbook was approved by Council in 2018. The handbook has been updated to include legislative changes, minor grammatical corrections, inclusion of a new department (Parks & Rec), and revised department descriptions to incorporate re-organization of department responsibilities.

**Attachments**

2024 Council Handbook

City of
EL MIRAGE
Arizona

*GRAND HERITAGE, BRIGHT FUTURE!*

# CITY COUNCIL HANDBOOK

# 2024

# CITY COUNCIL HANDBOOK (2024)

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# ARIZONA OPEN MEETING LAW

The Arizona Open Meeting Law is set forth in A.R.S. § 38-431 et. seq. The law requires that a public body conduct its meetings and deliberations openly and in view of the citizens, and that all legal action of the public body occur during an open meeting. "Meetings" can take many forms. For example, it is possible to violate Arizona's Open Meeting law by sending an e-mail to one or more fellow Council members (or if the e-mail you sent is forwarded to one or more Council members) if in the e-mail you discuss City business or ask for support/denial of an upcoming Council action item.

## Executive Session

Arizona Law permits, however, an executive session (**closed meeting**) for nine limited (see below) purposes per A.R.S. § 38-431.03. The possibility that an executive session may be necessary at a particular public meeting has to be properly noticed and placed on the meeting agenda. After the public body votes to agree to meet in an executive session, the public may be excluded.

## Attendance at Executive Session

Only those "individuals whose presence is reasonably necessary in order for the public body to carry out its executive session responsibilities may attend the executive session" (A.R.S. § 38-431(2)). This generally means the council members, the city attorney, and the city clerk, and may also include a person who has specific business before the council for which the executive session was called. During the executive session, the public body must instruct anyone allowed into the executive session that all matters discussed as well as the minutes, are confidential (A.R.S. § 38-431.03(C)).

## Purposes of Executive Session (A.R.S. § 38-431.03)

The nine limited purposes for conducting an executive session are:

1. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.

2. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.

3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.

4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

6. Discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town.

7. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

8. Discussion or consideration of matters relating to school safety operations or school safety plans or programs.

9. Discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and title 39, chapter 1.

Although a public body may ***discuss*** the foregoing seven topics in executive session, the public body ***may not take any legal action*** in the executive session. After a discussion in executive session, the public body may reconvene in public session and take a vote on the matters discussed in closed session, if properly agendized.

# CONFLICT OF INTEREST

A.R.S. § 38-503 states in pertinent part:

- ✓ Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase, or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.

- ✓ Any public officer or employee who has, or who's relative has a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.

A.R.S. §38-502 advises that a "substantial interest" is basically any financial interest that is not a "remote interest." The legislature has determined that certain financial interests are remote such that they do not influence a person's decision or actions and unless the interest is remote, as described in the following list of twelve remote interests, it is considered a substantial interest and creates a conflict of interest.

"Remote interest" means:

(a) That of a non-salaried officer of a nonprofit corporation.

(b) That of a landlord or tenant of the contracting party.

(c) That of an attorney of a contracting party.

(d) That of a member of a nonprofit cooperative marketing association.

(e) The ownership of less than three percent of the shares of a corporation for profit, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five percent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five percent of his total annual income.

(f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.

(g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department, commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.

(h) That of a public-school board member when the relative involved is not a dependent, as defined in section 43-1001, or a spouse.

(i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment on the officer, the employee or his relative, of any of the following:

(i) Another political subdivision.

(ii) A public agency of another political subdivision.

(iii) A public agency except if it is the same governmental entity.

(j) That of a member of a trade, business, occupation, profession, or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.

(k) That of a relative who is an employee of any business entity or governmental entity that employs at least twenty-five employees within this state and who, in the capacity as an employee, does not assert control or decision-making authority over the entity's management or budget decisions.

(l) The ownership of any publicly traded investments that are held in an account or fund, including a mutual fund, that is managed by one or more qualified investment professionals who are not employed or controlled by the officer or employee and that the officer or employee owns shares or interest together with other investors.

The City must maintain for public inspection all documents necessary to track all disclosures of substantial interest. Councilmembers who have a conflict of interest in any decision must disclose that interest. The Councilmember must file a signed written statement fully disclosing the interest and must not communicate with anyone involved with the decision-making process in order to avoid the appearance of impropriety.

# ELECTIONS

In accordance with A.R.S. § 16-204, regular candidate elections in general law cities and towns must be held on the election consolidation dates in the fall of even numbered years. Those dates are:

- The tenth Tuesday before the first Tuesday after the first Monday in November (usually late July or August)
- The first Tuesday after the first Monday in November.

All other city or town elections must be held on the following dates:

- The second Tuesday in March
- The third Tuesday in May
- The tenth Tuesday before the first Tuesday after the first Monday in November (usually late July or August)
- The first Tuesday after the first Monday in November

**City Code § 32.060 Primary Election.**

Any candidate who shall receive, at the primary election, a majority of all ballots cast shall be declared to be elected to the office for which he or she is a candidate effective as of the date of the general election, and no further election shall be held as to that candidate (A.R.S. § 9-82.01 (D) through (F)). If more candidates receive a majority of ballots cast than there are offices to be filled, then those equal in number to the office to be filled receiving the highest number of votes shall be declared elected.

**City Code § 32.061 Non-Political Ballot.**

Nothing on the ballot in any election shall be indicative of support for a candidate.

**City Code § 32.062 General Election Nomination.**

If the office of Mayor or any seat on the Council is not decided at the primary election held for the office in accordance with §32.060, then as to the office or offices, a general municipal election shall be held. The only candidates to be placed on the ballot at the general municipal election, shall be those not elected at the primary election, shall be equal in number to twice the number to be elected to any given office or less than that number if there be less than that number named on the primary election ballot, and persons who receive the highest number of votes for the respective offices at the primary election; provided that if there be any person whom under the provisions of this section, would have been entitled to become a candidate for any office except for the fact that some other candidate received an equal number of votes therefore, then all such persons receiving an equal number of votes shall likewise become

candidates for such office. The candidate who received the highest number of votes at the general election for an office shall be declared elected to the office.

**City Code § 32.063 Canvass; Election to Office.**

The Council shall canvass the results of primary, general and special elections at a special meeting held not less than six days nor more than 20 days after the election.

# FINANCE – AUDIT – BUDGET

The State of Arizona and its political subdivisions have a fiscal year (FY) that runs from July 1st thru June 30th.

The City's budget is divided into funds. Each fund has its own and separate types of revenues and expenditures. These funds must account for all its revenues and expenditures, separately.

The General Fund and the Highway User Revenue Fund (HURF) are the only state required budgetary funds though the City has the option of maintaining additional funds. There are several national accounting standards that provide a guide to the other types of funds that the City may want to establish.

The General Fund is required by A.R.S. §42.17101 and states that on or before the third Monday in July each year the governing body of each county and incorporated city shall prepare:

1. A full and complete statement of the political subdivision's financial affairs for the preceding fiscal year.

2. An estimate of the different amounts that will be required to meet the political subdivision's public expense for the current fiscal year entered in the minutes of the governing body and containing the items prescribed by section A.R.S. §42-17102.

3. A summary schedule of estimated expenditures and revenues that shall be:

(a) Entered in the minutes of the governing body.

(b) Prepared according to forms supplied by the auditor general. The second required fund is HURF. This fund accounts for the revenue collected by the State and then passed to the city from the tax on the sale of gasoline, diesel and other transportation issues. These monies can be used only for projects located within the public right-of-way.

There is a State imposed **expenditure** limitation that uses the FY 1979-80 as the base limit. This expenditure limitation is adjusted for population growth and inflation by the Economic Estimates Commission. Cities and Towns have two options to adjust the expenditure limitation to allow for the expenditures greater than the state-imposed limitation. The two options are Home Rule Option and Permanent Base Adjustment, and both require voter approval.

The Home Rule (Alternative Expenditure Limitation) Option must be approved by the voters every four (4) years at a regular election.

Voters were presented with the option to permanently adjust the expenditure limitation base through Proposition 468 at the August 26, 2014, Primary Election. The proposition passed and

was confirmed and adopted through Resolution R14-09-19 at the September 11, 2014, Council meeting.

Both alternative expenditure limitation options have various publication, public hearing and reporting requirements.

**Audit**

State law requires an annual audit of the City's financial records by a certified public accountant licensed in Arizona. The audit must include a financial statement of all accounts and funds of the City. The audit must be conducted in accordance with generally accepted auditing standards. The final audit report must be filed with the State Auditor General within six months after the close of the fiscal year or years audited. (A.R.S. § 9-481.C.)

**Budget**

The City adopts a balanced budget annually. The Council's approval/adoption of the annual budget shall be construed to include the authority for making expenditures as set forth in the budget, except as may be provided by the Council by resolution.

The budget process starts by estimating the incoming revenues. Estimates of projected State-shared revenues for the upcoming fiscal year are usually provided in lump sum figures from the State departments actually distributing the funds. Estimates on the amount of vehicle license tax revenues must be obtained from the appropriate county government.

The estimates of revenues raised from the local sources are developed by the City. It is extremely important that estimates be reasonably accurate or even conservative.

After the revenue estimates are completed, the next step is to analyze the anticipated expenditures for the upcoming year. These estimates should have been developed in the budget preparation phase and will be based on some of the following considerations:

1. The variety, type and level of services which the City wants to provide including the expansion or the discontinuation of existing services and the beginning of new services.

2. The history of such items as utility costs, publication costs, insurance costs and other similar costs.

3. Anticipated major capital expenditures because expenditures of this nature usually require a considerable amount of budget planning.

4. The cost of employee salaries and fringe benefits, which are two of the largest expenditures in the budget.

5. General economic fluctuations, which is one of the most difficult considerations when preparing a budget.

Once all anticipated expenditures have been taken into consideration, the challenge then becomes adjusting the expenditures to the available revenues. This process may involve cutting some expenditure appropriations while expanding others.

**Tentative Budget Adoption**

State law requires that on or before the third Monday in July of each fiscal year, the city council must adopt a tentative budget. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption, however, they may be decreased. Once the tentative budget has been adopted, it must be published once a week for at least two consecutive weeks following the adoption.

**Final Budget Adoption**

There is no specific date set by state law for adoption of the final budget. However, since the City of El Mirage levies a property tax, the deadline for adoption of the property tax levy is the third Monday in August. State law requires a period of at least fourteen days between adoption of the final budget and adoption of the tax levy. The adoption of the final budget requires only a simple motion approved by the council.

**Adoption of Tax Levy**

The tax levy for a city must be adopted on or before the third Monday in August. Using the information provided by the county assessor, the council must specify the amount that will be levied in an ordinance which will become effective immediately. The tax levy ordinance does not require a three-fourths vote or an extraordinary vote to make the levy effective immediately.

**Bonding**

While bonding is a source of revenue for Arizona cities, this finance mechanism requires that once bonds are issued and revenue secured, there is a commitment by the municipality to repay the debt on the bonds. Revenues generated from bond sales must be spent only for the purposes specified in the call for the bond election. Also, after satisfying the purposes of a bond issue, unexpended monies can only be used to retire the bonded indebtedness. There are several different types of bonds explained below:

- **General Obligation Bonds**. General obligation bonds are perhaps the most common method used to raise revenues for large scale municipal projects. The bonds are referred to as general obligation or full faith and credit bonds because they are guaranteed by the full taxing power of the city. These bonds are usually retired from property tax funds. The amount of indebtedness which a city can insure through the issuance of general

obligation bonds is limited in the State constitution. Because the full taxing power of a municipality is pledged, general obligation bonds are considered more secure than other types of bonds and usually have a lower interest rate in comparison to other types of bonds. The issuance of general obligation bonds must be submitted to the voters for approval.

- **Revenue Bonds**. This type of bond is used to finance a revenue producing facility. There are several types of facilities that revenue bonds are issued for such as utility undertakings (electric light or power, water, sewer, gas), common carrier of passengers, garbage or rubbish plant or system, buildings, incinerators, dams and reservoirs, airport buildings or other airport facilities, buildings or structures to provide off-street parking of motor vehicles, and such recreational facilities as swimming pools, parks, playgrounds, municipal golf courses and ballparks. The bonds are usually secured from revenues produced by the facility for which they were issued. This means that if these revenues are insufficient to cover the repayment of the bonds, the city is not obligated to provide tax funds for repayment. Because these bonds are not secured by taxing authority, they represent a somewhat greater risk for the investor and therefore, usually have a higher interest rate than do general obligation securities. Revenue bonds are not subject to the debt limitation in the State constitution however, they must still be submitted to the voters for approval.
- **Street Improvement Bonds**. Arizona cities may also issue bonds for constructing/ improving streets and highways within the municipality. To pay the principal and interest on this type of bond, the municipality may use its share of the highway user revenues. There are limitations on the issuance of these bonds for which HURF (Highway User Revenue Fund) revenues are pledged for repayment depending on the bond rating. These bonds are not subject to the debt limitation in the State constitution however, to issue the bonds they first must be approved by the voters. Street improvement bonds may also be secured by the full taxing power of a city however, this is not required.
- **Special Improvement District Bonds**. Special improvement district bonds can be issued by a city to finance improvements in specific areas of the municipality. The property owners benefiting from the improvements to the area are assessed to cover the cost of retiring the bonds. This type of finance mechanism has been used generally on such projects as pavement of streets, placement of sidewalks, extension of sewer and water lines and similar projects.

**Bonding Assistance**

There are two state agencies that have specific programs that can improve a city's ability to use bonding as a revenue source. The Greater Arizona Development Authority (GADA) and the Water Infrastructure Finance Authority (WIFA) have statutory charges to help smaller to medium-sized communities pool their bond issues together to help lower the costs of issuing

debt. They also have monies set aside to help secure the debt and allow the bonds to be issued at the lowest interest rate possible. WIFA's charge is specifically with water and wastewater projects. GADA's charge is broader to include public infrastructure projects.

# GIFTS

A.R.S. § 41-1232.08, titled Entertainment ban; state and political subdivisions; exceptions, restricts a member of the council from receiving certain expenditures for entertainment. In relevant part, the statute says that, "a person who for compensation attempts to influence the procurement of materials, services or construction by an agency….or the passage or defeat of legislation, ordinances, rules, regulations, nominations and other matters that are pending or proposed or that are subject to formal approval by ….a city or town governing body….shall not make an expenditure or single expenditure for entertainment for an elected or appointed member of ….a city or town governing body," and "….a city or town governing body….shall not accept an expenditure or single expenditure for entertainment from a person who for compensation attempts to influence the procurement of materials, services or construction by an agency…or the passage or defeat of legislation, ordinances, rules, regulations, nominations and other matter that are pending or proposed or that are subject to formal approval by ….a city or town governing body…."

"Entertainment" means the amount of any expenditure paid or incurred for admission to any sporting or cultural event or for participation in any sporting or cultural activity." (A.R.S. § 41-1231(5))

"Expenditure" means a payment, distribution, loan, advance, deposit or gift of money or anything of value and includes a contract, promise or agreement, whether or not legally enforceable, to make an expenditure that provides a benefit to an individual state officer or state employee and that is incurred by or on behalf of one or more principals, public bodies, lobbyists, designated public lobbyists or authorized public lobbyists. (A.R.S. § 41-1231(6))

"Gift" means a payment, distribution, expenditure, advance, deposit or donation of money, any intangible personal property or any kind of tangible personal or real property. There are numerous "gift" exclusions identified and listed under (a) through (l). (A.R.S. § 41-1231(9))

"Public official" means a person who is duly elected, appointed or retained through election to an elected state, county or local office. (A.R.S. §41-1231(19))

"Single expenditure" is any expenditure that provides a benefit of more than $20. (A.R.S. § 41-1231(20))

<u>Reporting – What to do if you receive a gift?</u>

Elected official and advisory board members must consider ethical principles before accepting personal gifts of entertainment and sports/athletic activities, some of which are entirely prohibited by law as noted above.

For permissible gifts, within two business days of receipt of the following gifts or favor in El Mirage, or within two business days of returning to El Mirage after receipt of a gift or favor while traveling outside of El Mirage, elected officials and advisory board members shall disclose

in writing to the City Clerk all gifts, benefits, or favors received from people with a financial interest in business before the City, or which may come before the City, that:

- ✓ Relate to professional or collegiate sports, athletic, or entertainment activities or tickets, or

- ✓ Have a face value of $50 or more, amount subject to periodic review.

Under no circumstances shall a Councilmember member accept a gift or favor that is a bribe, or reflects, to a reasonable person, an effort to improperly influence the member contrary to that member's responsibility to the public to act impartially on the merits of a matter.

When in doubt about these requirements, elected officials and advisory board members shall disclose the gift, benefit, or favor. All disclosures will be kept for public record in the City Clerk's Office.

# TYPES OF MEETINGS

## Regular Meeting

**City Code § 32.020**

(A) The council shall meet regularly, at least once per month, at such times and as such places as prescribed in the Regularly Scheduled Council Meetings calendar adopted annually by the Council. Notices and agendas of such meetings shall be posted pursuant to statute in such public places as the council may set by resolution, and the places of such posting shall be kept on file with the City Clerk.

(B) The Council shall adopt by ordinance an annual schedule of Regularly Scheduled Council Meetings for each calendar year no later than the December Regular Council meeting before the next calendar year.

(C) The regular meetings of the Common Council shall be held at the El Mirage City Hall Council Chambers, 10000 N. El Mirage Road in El Mirage, Arizona, unless otherwise changed to another location by the Mayor or by three members of Council giving not less than 72 hours notification of the change of location to the public by posting notice of change in the locations where the agenda is posted and providing personal notice of the change to all other Council members not less than 24 hours before the beginning of the meeting.

*At Regular Council meetings the Mayor and Council adopt Ordinances, which become the laws of the City of El Mirage. Resolutions are also adopted at Regular Council meetings which express the policy of the City or direct administrative action as well as award contracts. The Public is allowed to address the Council regarding both agenda and non-agenda items, but only during the Call to the Public portion of the Agenda (except for Public Hearings).*

## Special Meetings

**City Code § 32.021**

(A) The Mayor, upon his or her own motion in writing, may convene the Council at any time after giving at least 24-hours' notice of the meeting to members of the Council and the general public. The City Manager, upon the written request of three members of the Council, shall convene the Council after giving at least 24-hours' notice of the meeting to members of the Council and the general public.

(B) The notice shall include the location, date, hour, and purpose of the special meeting.

(C) In the case of an actual emergency, a meeting may be held upon the notice as is appropriate to the circumstances.

## Executive Sessions

An Executive Session is a closed meeting called by the Council for the purpose of considering certain matters including legal, real estate, and personnel matters pursuant to A.R.S. § 38-431.03. No formal action can be taken in an Executive Session, and formal authority to hold an Executive Session can be taken at either a Regular or a Special Council meeting. Minutes are still required but are sealed and not available to the public.

## Work Session

A Work Session is a meeting held for informal in-depth informational purposes, including presentations. There is no formal action taken at a Work Session. There is no public input allowed at a Work Session.

## Public Hearings

A Public Hearing can be conducted during a Regular or Special Council meeting. A Public Hearing is held to receive citizen input on a specific item and may be required by Federal and/or State agencies.

# MEETINGS – AGENDA – MINUTES

## Meetings

The Law requires a public body to give advance notice of every public meeting and executive session to the general public and to each member of the public body.

> "Public body" is defined as the legislature, all boards and commissions of this state or political subdivisions, all multimember governing bodies of departments, agencies, and institutions of the state or political subdivisions. Public body includes all quasi-judicial bodies and all standing, special or advisory committees or, appointed by, such body.

The City Council shall determine where the notices of meetings of the public body will be posted. The notice must include the date, time, and place of meeting. Except in the case of an emergency, no public meeting or executive session may be held with less than 24 hours' notice to the general public and each member of the public body.

There are three exceptions to the notice requirements:

1. A meeting for which notice has been properly posted may be recessed and resumed with less than 24 hours' notice. Date, time and location must be announced prior to recessing originally posted meeting.

2. In the case of an actual emergency due to unforeseen circumstances and immediate action is necessary to avoid serious consequences that would result from waiting. As much advance notice as possible must be given. A notice must be posted within 24 hours declaring that an emergency meeting has been held. The minutes will include reasons for holding the emergency meeting.

3. A notice of a meeting to consider ratification of a prior act taken in violation of the Law requires at least 72 hours advance notice

With exception of Executive Sessions, all Regular, Special and Work Sessions meetings of the City of El Mirage shall be open to the public.

All public meetings shall be recorded or photographed by means of audio, video or photographic equipment as long as the placement of equipment does not interfere with the conduct of the meeting or is placed in a dangerous location.

## Agendas

The agenda sets the items that can be discussed, considered, or acted upon during the meeting. The agenda should include date, time and place of the meeting and should also include information as is reasonably necessary to inform the public of the items to be discussed or decided. Executive session agendas must contain a general description of the items to be

discussed. The agenda must be made available at least 24 hours before the meeting, unless there is an actual emergency.

A summary of events may be presented by the elected officials or staff, but the public body may not discuss or take any legal action on any item presented in the summary until the item has been properly noticed and placed on an agenda. Staff may be directed to investigate and be prepared to report back to Council after proper notification has taken place.

The agenda may also include a Call to the Public. This allows the general public to address the public body on agenda or non-agenda matters (except Public Hearing input). Items related under this portion of the agenda cannot be discussed or acted upon by the public body until the provisions of the Open Meeting Law have been complied with. At the conclusion of all citizens' comments the Mayor and/or any Councilmember may respond to criticism made by those who have spoken, direct staff to review or follow up on the matter, and/or direct that the matter be put on a future agenda.

## Order of Business

**City Code § 32.025**

The Mayor or, in his or her absence, the Vice Mayor, in consultation with the City Manager, shall set the agenda and order of the meeting. The Mayor or any two Councilmembers are required to submit an item for placement on a council meeting agenda for discussion and/or action to the City Clerk by Tuesday prior to the meeting. Exceptions to include, but are not limited to, addendum or changing items to be added within time limitations pursuant to state law.

## Minutes

All public bodies must take and retain written minutes of all meetings. These are the only legal record of the action taken by the public body.

The written minutes will be action minutes instead of verbatim minutes, so that a brief accounting of issues discussed, and actions taken is compiled and kept permanently on file in the City Clerk's Office.

The minutes must include (at a minimum):

1. The date, time, and place of the meeting.
2. The members of the public body recorded as present (in person or via phone), excused, or absent.
3. A general description of the matters discussed or considered.

4. An accurate description of all legal actions proposed, discussed, or taken, and the names of members who proposed each motion.

5. The names of persons making statements or presenting material to the public body and a reference to the specific legal action addressed by the person.

6. Sufficient information to permit further investigation of the background or specific facts of a decision if the discussion in the public session does not adequately disclose the subject matter and specifics of the action taken.

7. In case of an actual emergency, a statement regarding the reasons for an emergency discussion, consideration, or decision without the matter is actually placed on an advance agenda.

8. In case of ratification, a copy of the required disclosure statement.

The minutes of executive sessions must contain the information described in paragraphs 1, 2, 3, and 7 above, and an accurate description of all items to be discussed. Executive session minutes are kept confidential except from the members of the public body that met in executive session; the officers, appointees, or employees who were the subject of the discussion; auditor general when conducting an audit; or the Attorney General or County Attorney when investigating alleged violations of the Law.

# AGENDA

## Line-Item Explanations

### I. CALL TO ORDER

The Mayor announces the type of meeting and declares the meeting opened. Typically, the Pledge of Allegiance and a Moment of Silence follow the opening of the meeting.

### II. ROLL CALL

The City Clerk calls the name of each Elected Official and records attendance or the absence of each member.

### III. PROCLAMATIONS/PRESENTATIONS (if required)

These items would be non-action items either proclaiming or recognizing a day of celebration in the City of El Mirage or providing an update to the City Council or a presentation by an outside agency.

### IV. CALL TO THE PUBLIC

The Mayor and City Council accepts comments and ideas from the general public on agenda and non-agenda items at this time with a three-minute time limit. In order to speak, comment cards are required to be completed prior to the beginning of the meeting. There will be no discussion, other than asking staff to investigate and for possible placement on a future agenda.

### V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item shall be removed from the Consent Agenda by any Councilmember and voted on separately. Consent items are considered routine in nature. If an item is removed from the Consent Agenda, it will immediately be addressed on the Regular Agenda after the action on the remaining consent agenda items.

### VI. REGULAR AGENDA

These items require action by the Council and are not considered routine in nature. Resolutions, ordinances, contracts, and public hearing input will take place during the Regular Agenda. Some of these items may require additional discussion.

## VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Manager may use this time to make announcements, present ideas for future discussion and report on their activities as related to the City. There will be no discussion, other than asking staff to investigate and for possible placement on a future agenda.

## VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

Mayor and City Councilmembers may use this time to make announcements, present ideas for future discussion and report on their activities as related to the City and the Council. There will be no discussion, other than asking staff to investigate and for possible placement on a future agenda.

## IX. EXECUTIVE SESSION (if required)

This is a meeting within the Council Meeting for a very limited number of allowable topics which are specified in A.R.S. § 38-431.03. This meeting is closed to the public and is only attended by the Elected Officials and, according to the Attorney General's Handbook, "those individuals whose presence is reasonably necessary for the public body to carry out its executive session responsibilities A.R.S. § 38-431(2)." A Councilmember may invite any person to attend the executive session whose presence the Councilmember believes is reasonably necessary for the public body to carry out its executive session responsibilities, subject to agreement by the Chair or a majority of Councilmembers present, after consultation with the City Attorney, that the person's presence is in fact necessary. There is no action taken during the Executive Session.

## X. ADJOURNMENT OF THE REGULAR COUNCIL MEETING

The conclusion of the meeting.

## XI. CONVENING AS THE BOARD OF ADJUSTMENT (if required)

A Special Meeting to address Zoning Ordinance questions and requests for relief from the requirements of the Zoning Ordinance. Convening could also take place under a specific Regular Agenda item for consideration.

## XII. ADJOURNMENT OF BOARD OF ADJUSTMENT

The conclusion of the meeting.

# MAKING A MOTION

The making of a motion is the only way to bring a desired action before the body for a decision. The motion should clearly state the course of action being proposed (i.e., to approve, to authorize, to disapprove, to deny, etc.).

There are three (3) steps to bring a motion (action item) before the Council:

1. A member offers a motion
2. Another member seconds the motion.
3. The Mayor (Chair) restates the motion.

After a motion is made it needs to have a second. The seconding of a motion does not necessarily mean that you are in favor of the action being proposed but it does mean that you feel the proposed action deserves additional discussion.

The proposed motion (action) does not officially come before the Council until the motion is restated by the Mayor (Chair). This is called *stating the question.* After the motion has been restated by the Mayor (Chair), it cannot be amended without the consent of the Council.

After everyone has had an opportunity to discuss the merits of the motion, the Mayor (Chair) will ask if the Council is ready for the question (putting the question). The Mayor (Chair) will restate the motion, again, before taking the vote. The ayes and nays will both be asked for. When the voting has concluded the Mayor (Chair) will state the "ayes have it and the…has been approved" or the "nays have it and the … are not approved".

If the motion does not receive a second, the Mayor (Chair) may ask if there is a second. If no second is offered, the Mayor (Chair) will move to the next item of business, however, the minutes shall reflect that the motion failed for lack of a second.

# TYPES OF MOTIONS

**Amend** – changes the wording or limits of the pending motion.

**Call for the orders of the Day** – is used when the meeting has strayed from the agenda. This brings the meeting back to business.

**Divide a Motion (Question)** – when a motion is presented that contains two completely stand-alone issues.

**Division of Assembly** – when a member doubts the results of a vote, can ask for another vote (usually roll call).

**Lay on the Table** – temporarily sets aside action on a pending motion to address an item of immediate need. This should never be used to kill/avoid action on a pending motion.

**Limit or extend limits of debate** – 2/3 vote required (due to taking away rights).

**Main Motion** – officially brings action before the Council.

**Point of Order** – when a member believes the rules/procedures are not being followed, this calls for the Chair in consultation with the City Attorney to make a ruling and enforce the rules subject to approval by a majority of Council.

**Postpone Indefinitely** – a motion that is used so the Council can decline to take action. This kills the motion for the duration of the session and avoids a direct vote on the motion.

**Postpone to a time** – this sets the time frame for the motion to come back before the Council.

**Previous Question (Call the Question)** – used to close debate and bring to an immediate vote.

**Question of Privilege** – this brings attention to a members' difficulty in attending to the business before the body (i.e., noise, comfort – too hot/cold).

**Reconsider** – if at the same meeting, new information or change in situation that might change the results.

**Refer** – this sends the question to a committee for further review.

**Rescind** – this can change the action previously taken.

# PARLIAMENTARY PROCEDURE

Parliamentary Procedure will speed up meetings. The rules are set to be fair but are designed to keep the meeting running smoothly. Order is maintained by allowing only one member to have the floor at a time, only one member may speak at a time and only one agenda item may be discussed at a time. Parliamentary procedure insures justice and equality for all members. Basically:

- The collective membership of the Council is primary. The wishes of the Council supersede those of any individual members or small groups.
- All members are equal. All have the same right to introduce business, to discuss and to vote.
- A quorum must be present to contract legal business.
- Only one motion may be before the body at a time and only one person may speak at a time.
- The item is what is under discussion, never the person who introduced it.
- A majority vote of those present decides the item unless state statute requires a higher vote. If the question is called, silence gives consent and is counted as part of the vote; if an abstention is declared the vote is not counted.

**Miscellaneous**

The action is not officially before the Council until the Mayor states the motion. After the Mayor restates the motion it cannot be changed without the consent of the majority of the Council.

The purpose of a second to a pending motion is to show that more than one person wishes to discuss the issue. The person seconding the motion does not imply (guarantee) they agree with the motion but want to discuss its merits.

# PHONE-IN PROTOCOL

1. Councilmembers are encouraged to attend council meetings in person.

2. A councilmember who cannot attend a council meeting in person, should only attend by telephone if a quorum of the council will not be present without the councilmember attending by telephone, or there is an item on the agenda the councilmember feels requires his/her presence by telephone. The practice of attending meetings remotely through technological devices should be limited, as noted in the Arizona Attorney General Handbook on Open Meetings and be used "only where there are no reasonable alternatives to presence at the meeting." (Handbook, at 7.10.2.3)

3. A councilmember who plans to attend a council meeting by telephone should make reasonable efforts to advise the City Clerk of his/her telephonic attendance not less than forty-eight hours prior to the scheduled time of the meeting. If a councilmember fails to give sufficient advance notice of his/her telephonic appearance and the equipment is not set up before the scheduled time of the meeting, the Mayor may start and conduct the meeting without the presence of the councilmember.

4. When a councilmember attends a council meeting by telephone, the councilmember shall, when responding to the roll call, state:

   Councilmember XXXX is present by telephone. I am at _(state name)____and the following persons who can hear my voice are present with me: XXXX, XXXX, etc.

5. A councilmember attending a meeting by telephone shall ask to be recognized by the Mayor before speaking by stating, "Mr./Madam Mayor." If more than one councilmember is attending the meeting by telephone, the councilmember shall identify him/herself by stating, "Mr./Madam Mayor, Councilmember XXXX."

   The Mayor will recognize the councilmember attending by telephone by stating, "The Chair recognizes Councilmember XXXX."

   The councilmember attending by telephone shall have the right to speak only after being recognized by the Mayor. When the councilmember attending by telephone has concluded his/her remarks or statement, the councilmember shall announce he/she is finished speaking by stating, "Mr./Madam Mayor that concludes my comments at this time."

6. Councilmembers attending a meeting by telephone should remember there may be a delay between when they speak, and their statements are heard by those attending the meeting in person. Also, statements of those attending the meeting in person may be delayed in being transmitted to the council member attending by telephone.

# PUBLIC RECORDS

Almost everything generated for, by, provided to, or paid for with city funds, is subject to inspection by the public. This includes information that is either stored or generated electronically (e-mail).

Arizona's Public Record law states that all records, whether written, recorded, electronic, photographs or documentary materials, are available for public inspection except if the record being requested has been exempted by statute. The Arizona Supreme Court has recognized three broad sets of exemptions; 1) when confidentiality restrictions apply, 2) when privacy interests of individuals prevail over the public's right to know, or 3) when the best interest of the government outweighs the public's right to inspection.

It is best to always assume that whenever you are creating a document (including informal writings, e-mails, Facebook, and Twitter), they will be public records and available for public inspection, copying, and publishing in the newspaper.

E-mails are considered a public record, and it doesn't matter if you create the e-mail on a City-owned computer, your work computer, or your personal computer. Whether or not disclosure of an e-mail qualifies as a public record would depend on the nature of the e-mail; does the e-mail meet the criteria as a public record?

- ✓ The e-mail message relates to the duties of a public official.
- ✓ The e-mail message is held in the official capacity of a public official.
- ✓ The e-mail message relates to public matters essential to the general welfare of the taxpayers.

The City Clerk's office receives and processes all requests for public records (except Police and Court). The Request for Public Records form is available either in the office of the City Clerk or on the City's home page at www.elmirageaz.gov.

# ORGANIZATION

## MAYOR AND COUNCIL

### § 32.043 POWERS AND DUTIES OF THE MAYOR.

The powers and duties of the Mayor shall include the following.

(A) He or she shall be the chief executive officer of the city.

(B) He or she shall be the Chairperson of the Council and preside over its meetings. He or she may make and second motions and shall have a voice and vote in all its proceedings.

(C) He or she shall enforce the provisions of this code.

(D) He or she shall execute and authenticate, by his or her signature, such instruments as the Council or any statutes, ordinances, or this code shall require.

(E) He or she shall make such recommendations and suggestions to the Council as he or she may consider proper.

(F) He or she may, by proclamation, declare a local emergency to exist due to fire, conflagration, flood, earthquake, explosion, war, bombing, or any other natural or human-made calamity or disaster or in the event of the threat or occurrence of riot, rout, affray, or other acts of civil disobedience which endanger life or property within the city. After declaration of an emergency, the Mayor shall govern, by proclamation, and impose all necessary regulations to preserve the peace and order of the city. At the earliest possible time, the Mayor shall obtain ratification of the declaration of an emergency from the Council. The proclamation may include but shall not be limited to:

(1) Imposition of a curfew in all or any portion of the city;

(2) Ordering the closing of any business;

(3) Closing to public access any public building, street, or other public place; and/or;

(4) Calling upon regular or auxiliary law enforcement agencies and organizations within or without the political subdivision for assistance;

(G) He or she shall perform such other duties required by state statute and this code as well as those duties required as chief executive officer of the city.

### § 32.041 VICE MAYOR.

At the first regular meeting after the general election, the Council shall designate one of its members as Vice Mayor, who shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his or her absence or disability.

## § 32.042 ACTING MAYOR.

In the absence or disability of both the Mayor and Vice Mayor, the Council may designate another of its members to serve as acting Mayor who shall have all the powers, duties, and responsibilities of the Mayor during the absence or disability.

## § 32.044 ABSENCE OF MAYOR.

The Mayor shall not absent himself or herself from the city for a greater period than 15 days without the consent of the Council.

## § 32.045 FAILURE TO SIGN DOCUMENTS.

If the Mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand, or other document or instrument requiring his or her signature for five days consecutively, then a majority of the members of the Council may, at any regular or special meeting, authorize the Vice Mayor or, in his or her absence, an acting Mayor to sign the ordinance, resolution, contract, warrant, demand, or other document or instrument which when so signed shall have the same force and effect as if signed by the Mayor.

## § 32.026 COMMITTEES AND COMMISSIONS.

The Council may create such boards, committees, and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the Council may require and shall exist at the pleasure of the Council.

## § 32.027 VOTING.

(A) The Mayor shall vote as a member of the Council.

(B) Upon the request of any member, the ayes and nays upon any question shall be taken and entered in the minutes.

## § 32.003 DUTIES OF OFFICE.

The Mayor and members of the Council shall assume the duties of office at the first regularly scheduled meeting in the month of December following the election at which the Mayor or Council Member was elected.

*El Mirage operates under a council-manager form of government. Under this system, the City Council hires a City Manager to implement policy as well as the daily administration and management of all City departments. The City Manager is responsible for drafting a balanced budget and capital improvement plan for the Council's review and approval each year. The City Manager keeps the Council advised of the city's financial condition and the future needs of the City.*

# CITY MANAGER

## City Code § 31.20 CITY MANAGER

(A) *Office created.* The Office of the City Manager is hereby created and established. The City Manager shall be appointed by the Council wholly on the basis of his or her administrative and executive ability and qualifications and shall hold office at the pleasure of the Council.

(B) *Bond.* The City Manager shall furnish a corporate surety bond to be approved by the Council in such sum as may be determined by the Council, and the bond shall be conditioned upon the faithful performance of the duties imposed upon the Manager as herein prescribed. Any premium for the bond shall be a proper charge against the city. Nothing in this division shall preclude the city from obtaining a blanket bond pursuant to the provisions of A.R.S. § 9-302.

(C) *Compensation*. The Manager shall receive such compensation as per contract.

(D) *Removal procedure.* The Manager may be removed for cause or without cause by a simple majority vote of the Council per contract.

(E) *Powers and duties.* The City Manager shall be the administrative head of the city government under the direction and control of the Council, except as otherwise provided in this subchapter. He or she shall be responsible to the Council for the proper administration of all affairs of the city. In addition to his or her general powers as administrative head and not as a limitation thereof, he or she shall have the following additional powers and duties:

(1) *General administrative supervision*. Execute, on behalf of the Council, general administrative supervision, and control of the affairs of the city;

(2) *Appointment and removal authority.* Appoint, remove, suspend, promote, and demote all employees of the city except where such authority is specifically granted to the council herein. The power of appointment and removal of officers and employees is subject to all applicable personnel ordinances, rules, and regulations. The City Manager shall exercise the authority delegated to him or her by the City Council to prescribe the duties and compensation of and to appoint, remove, suspend, and demote the City Engineer, Fire Chief, and Chief of Police, subject to all applicable personnel ordinances, rules, and regulations;

(3) *Attendance at Council meetings*. Attend meetings of the Council with the duty of reporting on or discussing any matter concerning the affairs of the departments, boards, services, or activities under his or her supervision upon which the Council shall be informed;

(4) *Coordination of administrative functions.* Coordinate the administrative functions and operations of the various boards, divisions, and services of the city government and, on its behalf, carry out policies, rules, regulations, and ordinances adopted by it, relating to the administration of the affairs of the departments, boards, divisions, or services;

(5) *Budget*. Cause to be prepared and submitted to him or her by each department, board, division, or service of the city government itemized annual estimates of expenditures required by them for capital outlay, salaries, wages, and miscellaneous operating costs, to tabulate the same into a preliminary consolidated municipal budget and submit the same to the Council annually on

the date specified by them, with his or her recommendations as to any increases, decreases, cancellations, transfers, or changes in any of the items included in the preliminary budget;

(6) *Recommendations to Council.* Analyze and supervise the functions, duties, and activities of the various departments, boards, and services of the city government and of all employees thereof, and to make such recommendations to the Council with reference thereto, as, in his or her judgment, will result, if made effective, in the highest degree of efficiency in the overall operation of the city government;

(7) *Development of improvement projects and programs.* Develop and organize necessary improvement projects and programs and aid and assist the Council and the various departments and boards in carrying the same through to successful conclusion;

(8) *Public relations*. Serve as a public relations officer of the city government and endeavor to adjust all complaints filed against any employee, department, or service thereof to the end that every effort may be made to satisfy all citizens that their city government is being operated in their behalf with the highest degree of efficiency;

(9) *Property manager*. Authorized to negotiate and commit the City, upon approval by Council, to act in any act required of a property manager.

(10) *Additional duties*. Perform such other duties as may be required of him or her by the Council, not inconsistent with the laws of the state or the ordinances of the city.

(F) *Limitations upon responsibility*. The City Manager shall not exercise any policy making or legislative functions whatsoever, nor attempt to commit or bind the Council or any member thereof to any action, plan, or program requiring official action of the Council. It is not intended by this section to grant any authority to, or impose any duty upon, the City Manager which is vested in or imposed by general law or city ordinances in any city commission, board, officer, or employee except as herein specifically set forth.

# CITY CLERK

## City Code § 31.21 CITY CLERK

(A) *Appointment*. The Clerk shall be appointed by the Council and shall report directly to the Council. The Mayor shall act as the direct supervisor of the Clerk for purposes of day-to-day supervision.

(B) *Bond*. The Clerk shall be covered under a bond pursuant to § 31.03 of this Code.

(C) *Compensation*. The Clerk shall receive such compensation as directed by the Council.

(D) *Removal*. The Clerk may be suspended, demoted, or removed, with or without cause, upon a majority vote of the Council.

(E) *Records*. The Clerk shall keep a true and correct record of all business transacted by the Council and any other records that either pertain to the business of the city or that the Council directs. The Clerk shall number, plainly label, and file separately in a suitable cabinet all resolutions, ordinances, notices, deeds, surveys, leases, paid and unpaid vouchers, inventories, letters, orders, and other documents of whatever nature.

(F) *Public inspection of records*. The Clerk shall keep convenient for public inspection all public records and public documents under his or her control, as provided by state statute.

(G) *Minutes*. The Clerk shall prepare or cause to be prepared all minutes of Council proceedings and ensure their correctness and accuracy.

(H) *Ordinances, resolutions, budgets, and notices*. The Clerk shall process, record, file, publish, and, if required by state statute, post all ordinances, resolutions, budgets, and notices that may be passed by the Council.

(I) *Duties as Treasurer*. The Clerk shall hold the Office of City Treasurer.

(J) *Election Official*. The Clerk shall be the City Election Official and perform those duties required by state statute.

(K) *Administrative duties*. The Clerk shall perform those administrative responsibilities and duties that are conferred upon him or her by the Mayor or Council in addition to those specified in this code and state law.

(L) *Notary Public*. The Clerk shall be, or shall become within 60 days of taking office, a Notary Public in the State of Arizona.

The broad duties of the City Clerk include;

> Elections Administration – manages all municipal and special elections, prepares candidate manual with instructions and forms as well as re-call and referendum initiative

packets, administers candidates' statements, prepares ballot measures, arguments, impartial analyses, and legal advertising, and administers political campaign contribution documents and conflict of interest statements.

Council Administration – prepares and posts City Council agendas, notices of council events, minutes, and reports of meetings.

Boards, Commissions, Committees – coordinates appointments to the boards, commissions, and committees, advertises and posts vacancies, and administers oaths of office as required.

Filings – receives, logs, and administers petitions, claims, lawsuits, official notices, and public records requests.

Public Notification – advertises public hearings and publishes adopted ordinances (local laws) in a newspaper of general circulation; coordinates with agency to update and maintain City Codes on City website; uploads agenda packets, website reports and approved minutes to City website.

Bids and Contract Management – administers contract and agreement procedures as well as internal policies.

Records Management – manages the retention and destruction of official documents in compliance with State and City records retention schedules; keeps historical records of City including Council appointments, elections and electronic files.

## CITY COURT

### City Code Chapter 33

The El Mirage City Court is responsible for the expedient adjudication of misdemeanors, criminal and civil traffic violations, El Mirage City Code violations, injunctions prohibiting harassment and orders of protection that occur within the City limits.

It is the Court's responsibility to safeguard the rights of the accused, the victim, and the interest of the public. The City Court Judge is appointed by the Mayor and City Council for a four-year term.

The City Court was established pursuant to A.R.S. § 22-402 and is described in more detail in City Code Chapter 33.

# DEVELOPMENT SERVICES

The El Mirage Development Services Department ensures responsible planning within the current and future city limits, as well as engineering and other services. It is the goal of the Development Services Department to provide quality development through quality customer service to all City of El Mirage customers. The departments' responsibilities include Planning & Zoning, , Engineering, Building Safety, and Code Enforcement.

## Planning & Zoning

The primary function of Planning & Zoning is to ensure that projects are developed to government regulations and in accordance with development agreements. Long-range planning is achieved by following the City's General Plan. As changes and goals occur, the General Plan may periodically be updated with input from staff, government agencies, neighboring communities and residents and by law a new plan must be adopted, or the existing plan be re-adopted by vote of citizens every 10 years (A.R.S. 9-461.06). The General Plan is a blueprint for future development and its impact on future growth and quality of life. The mission of the Planning & Zoning section is to assist staff, officials, citizens, and developers by providing accurate information on the City General Plan and development regulations and processes. A major function of the Planning & Zoning section is to periodically review and incorporate changes to the General Plan as the city changes and grows. The General Plan and amendments are posted to the City's website.

## Engineering

The Engineering division is responsible for providing in-house professional, responsive, and cost-effective municipal engineering services to the citizens of El Mirage, as well as other departments of the City. Staff efforts are focused on providing a high level of expertise for designing/planning, advising, administering, and overseeing public improvements within the City with a goal to provide these services on schedule and within fiscal requirements while protecting the public health, safety, and welfare of the citizens of El Mirage. The Engineering division also oversees all capital improvement projects coordinating with consultants, contractors, utilities, and other government agencies. The division interacts with the public, property owners, developers, contractors, and other City departments to address City engineering activities which include, but are not limited to infrastructure planning, project design, project construction management, traffic signal control, flood plain management, private development and utility plan review, surveying, and grant coordination.

## Building Safety

Building Safety division provides technical advice with regard to building safety codes during the pre-construction phase of projects. Among the responsibilities of Building Safety is to ensure that buildings are built correctly, sustainably, and safely by providing plan review and inspection services for all vertical construction (residential and commercial). They also review and inspect all temporary and special event activations for Building code compliance; conduct investigations and pursue compliance for damaged or dilapidated buildings that require condemnation and abatement. They also provide building safety education for citizens at public events.

## Code Enforcement

Code Enforcement's responsibility is to enforce established Zoning and City Codes for the purpose of cleaning and enhancing the appearance of our community which will maintain or raise values, reduce crime, and instills pride in our community. Code Enforcement monitors properties and works with property owners to bring properties into code compliance ultimately issuing citations for violations of City Code relative to signage, property maintenance, abandoned property, neglect of property, and general nuisance and neighborhood preservation issues.

# FINANCE

The Finance Department provides financial information to the public, bond holders, grantors, auditors, City Council, and City Staff. The department maintains the City's financial records, prepares the annual budget, oversees the procurement process, and performs long-term financial planning. They act as the liaison to the State in matters pertaining to the collection of the City sales tax and sales tax permit licenses and fees. They also conduct audits, prepare payroll and required reports, maintain cash management and investment of moneys, and administer the retirement of outstanding general obligation and revenue bonds and loans.

## Business Licensing

Pursuant to City Code §110 any business or individual seeking to transact business with the City of El Mirage is required to obtain a Business License prior to transacting any business with some exceptions as noted in City Code § 110.07. The City or an authorized agent for the city shall issue a license for each prospective licensee required to pay a license fee. Business owners are charged a non-fundable annual license fee for the Business License, which is valid for only the calendar year in which it is issued. The Business License is nontransferable between owners and is prorated for only the first year based on the start date of the business.

All businesses located in the City of El Mirage are required to comply with all zoning, building and fire codes. The business must also comply with the zoning requirements for home occupation, if the business is operated from a home. Certain businesses may also be subject to the requirements of the Arizona Department of Health Services.

Business licenses must be renewed by January 31st of each year. A penalty fee equal to 10 percent of the annual license fee will be added for failure to renew the business license by January 31st. If not paid by February 28th, an additional 10 percent penalty fee will be added and the license will be revoked / suspended.

# FIRE

The El Mirage Fire Department (EMFD) began in the early 1960s, when the community formed a volunteer fire department. In 1981, the City hired its first full time fire chief. As call volume and responsibilities continued to increase, the City transitioned from a volunteer department to a full-time, paid department in 1987. EMFD became a member of the Phoenix Regional Automatic Aid Consortium in 1992 where all members' units and crews are accepted across all city boundaries as equal service levels.

EMFD responds to and mitigates a variety of emergency situations including fires, auto incidents, medical emergencies, swift water rescues, and hazardous materials incidents. When the EMFD members are not responding to emergencies they are conduct on-going training, fire safety inspections, pre-incident planning, public education, hydrant testing, and charitable activities. The department is staffed with sworn fire fighters, including emergency medical technicians and paramedics, ready to answer the community's call for service 24 hours per day, 365 days a year.

*Non-emergency functions include:*

- Conducting yearly and monthly trainings
- Performing fire safety inspections, and pre-incident planning
- Conducting education programs such as CPR, FIREPALS, and Youth Fire Setter Prevention
- Performing local school safety inspections and participating in other school drills
- Conducting monthly public CPR/First Aid classes
- Serving as a Hydration station (providing free water)
- Installing car seats
- Giving Station Tours
- Installing lock boxes for emergency ingress

*Charitable events include:*

- Conducting annual Christmas toy drive (reaching over 500 children each year)
- Serving donuts for seniors (monthly)
- Raising funds through annual kickball tournament
- Conducting smoke detector walks
- Participating in the Community Uplift Program (CUP)

## Fire Department

The El Mirage Fire Department (EMFD) is an emergency and non-emergency, all-hazard response department. EMFD responds to over 3,500 calls for service annually. Service is provided to approximately 36,000 city residents, as well as to the surrounding communities through a robust automatic aid agreement. The department consists of three divisions: Administration, Operations, and Fire Prevention.

## Administrative Division

The administrative team consist of 5 positions including the Fire Chief, Assistant Fire Chief, Fire Marshall, Public Education/Fire Inspector, and Senior Fiscal Services Specialist. The Fire Chief is the Department Director and responsible for the overall management of the operation. The Assistant Fire Chief has the responsibility on management of the operational division. The Senior Fiscal Services Specialist serves as the main financial manager for all budget transactions, assist with development of the strategic plan, and acts as the administrative assistant for the department.

## Operations Division

The Operations Division is responsible for responding to and mitigating a variety of emergency situations including but not limited to responses for medical, structure fires, automobile accidents, and hazardous materials incidents.

The operations division is staffed with 33 full-time operational personnel who staff 3 shifts and are ready to answer the community's call for service 24 hours per day, 365 days a year. Each shift is staffed with 1 Battalion Chief who performs as the Incident Commander on emergency scenes and supervises the 2 assigned Engine crews. Battalion Chiefs are also assigned as program and budget managers in the areas of training, facilities/fleet, and emergency medical services.

Each Engine crew is staffed with 1 Fire Captain, 1 Driver/Engineer, and 3 Firefighters. All operational personnel are certified as emergency medical technicians, with many certified to the paramedic level. All of our operational units respond as Advanced Life Support units, meaning we provide advanced life saving measures such as administering IV fluids, drugs to combat strokes and heart attacks prior to transport to a local hospital. This significantly improves survivability of our patients.

The Department provides emergency services from one station located in the north-central section of the city. Currently we have 2 frontline engines, 1 reserve engine, 1 type 6 brush truck, 1 Low Acuity Medical unit, 1 Battalion Chief response vehicle in service. Having operationally ready and strategically located fleet of mission-essential fire-rescue vehicles is fundamental to the ability to be able to deliver reliable and efficient public safety within a community. The EMFD

operates with three operational shifts. The operational shift schedule is 48 hours on duty and 96 hours off duty.

The Department responds to Emergency Medical Service (EMS) incidents as a first responder agency (Tier 1). EMFD engine companies have appropriately trained staff (including Paramedic-level) on duty on each apparatus to render pre-transport emergency care to those requiring such care.

EMS ground transportation is provided in El Mirage by a private ambulance service, American Medical Response (AMR). The current agreement between the city and AMR stipulates service and staffing levels, response time parameters (to include liquidated damages for failure to meet agreed upon response times), alternative care alternatives, equipment specifications, dispatch and communication center fees, personnel expectations, and other performance and management aspects typically found in this type of agreement with a private ground transport entity.

## Fire Prevention Division

The Prevention team consist of 2 positions including the Fire Marshall, and 1 Public Education/Fire Inspector. There are 3 main subdivisions within this division, Public Education, Fire Code Compliance, and Fire Investigations.

**Public Education:** The EMFD has an active public fire education program, which is a vital component of an overall Community Risk Reduction program, particularly in the residential areas of the city. This effort is very commendable and results in time and resources well spent. A significant percentage of all fires, fire deaths, and injuries occur in the home, an area where code enforcement and inspection programs have little to no jurisdiction.

Public education is the area where the fire service will make impacts on preventing fires and subsequently reducing the accompanying loss of life, injuries, and property damage through adjusting people's attitudes and behaviors regarding fires and fire safety. EMFD public education includes community CPR training, Reading Across America program, coffee with a firefighter, infant car seat installations, station tours, and in-school fire education programs, and an at risk citizen lock box program, to name a few.

**Fire Code Compliance:** The division works diligently, through the adoption of current fire and building codes, to assist in the prevention of fires and other hazardous situations to ensure the highest level of safety for the community. We work with the community and business owners to educate on fire and building code requirements, develop programs to gain compliance, and conducting of regular site visits and inspections. Through a community risk reduction assessment, we are able to identify fire and life safety hazard areas and work with the community to reduce these risks.

**Investigations:** The investigation of the origin and cause of fires is also an important part of a comprehensive fire prevention system. Determining the cause of fires can help with future prevention efforts. EMFD Battalion Chiefs and Captains initiate the fire origin and cause determination process. We currently have 8 personnel certified as Fire Investigators. The department always has a certified investigator available when needed to conduct an investigation. Our personnel train constantly with local law enforcement agencies such as the ATF fire investigation team.

# HUMAN RESOURCES

The Human Resources Department is committed to providing comprehensive programs and services to all City departments and staff, covering a wide range of areas, including recruitment and retention, benefits administration, employee leave, employee relations, workers' compensation, classification and compensation, personnel policies, performance management, and employment compliance.

*Service Areas*

- Recruitment, selection, hiring, and onboarding administration
- Job classifications and compensation administration
- Employee relations, conflict resolution, and employee discipline
- Benefits and wellness program management
- Leave management
- Human Resources Information Systems (HRIS)
- Compliance with employment laws and regulations
- Creating and managing employment-related City policies
- Employee recognition and reward programs
- Employee engagement initiatives program management
- Staff/supervisor coaching and consulting services
- Performance management programs

*Objectives*

- Support the strategic goals of the City
- Support City departments with reliable and responsive services
- Effectively administer City policies and procedures
- Provide strategic recruitment and retention initiatives and programs
- Support and promote efforts to achieve a diverse workforce
- Provide strategic workforce solutions

# INFORMATION TECHNOLOGY (IT)

The IT department's primary responsibilities are to ensure data and voice security and availability for all city facilities and departments and to assist users in its use. The IT department supports all of the technology needs of the City.

- Business an Enterprise Functions
- Information Security
- Camera Systems
- E-Mail Systems
- Utility Billing and Customer Service data systems
- Financial systems
- Vehicle Maintenance systems
- Water and Wastewater SCADA systems
- Fire Records Management system
- Police data systems
- Police mobile data computers (MDC)
- Building and Engineering Permitting systems
- Geographic Information Systems (GIS)

IT also supports the audio visual needs of the City for conferences and council meetings, the City's telephone systems and website. In addition, IT supports the data and voice network infrastructure to communicate between facilities, as well as high security communications to the Tolleson Police Dispatch Center, Maricopa County Sheriff's Office, and the Arizona Department of Public Safety for police operations.

# POLICE

## Vision

” Building a culture of trust, collaboration, and continuous improvement.”

## Mission

To enhance quality of life in El Mirage by employing the best law enforcement practices and holding ourselves accountable to those we serve.

## Core Values

*Integrity*

Integrity is at the heart of the police function and is reflected in our relationships with our law enforcement partners, fellow employees, and citizens. Our integrity and ethical behavior contribute to a feeling of safety for those we serve.

*Respect*

Respect is expressed in the consideration we have for our customers, partners, and fellow employees, and the empathy we have for victims. We respect the dignity of all people as well as their individual and constitutional rights.

*Professionalism* As the most visible aspect of government, we are conscious of our personal appearance as well as the ramifications of our words and actions. Our openness to change, our adaptability, our willingness to listen to customer and partner needs, our ongoing commitment to training and personal development, and our adherence to laws, policies, and procedures, are key components of our professionalism.

*Service*

We demonstrate service by displaying a cooperative, courteous attitude, and by understanding that the quality of our individual actions contributes to the reputation of our organization as a whole. The commitment to service by building relationships and partnerships to solve problems in concert with the community is fundamental to each member of this Department.

## OPERATIONS DIVISION

The Operations Division is led by the Police Chief and Assistant Chief. Three Lieutenants report to the Assistant Chief and together manage three sections of the Operations Division. The Victim Advocate Unit also reports directly to the Assistant Chief.

*Patrol Bureau*

The Patrol Bureau provides police patrol response to the residents and visitors within the boundaries of the City of El Mirage. Officers assigned to the Patrol Bureau are responsible for proactively patrolling their assigned patrol beat, enforce criminal and traffic laws and conduct preliminary criminal investigations.

- The Patrol Bureau consists of two Patrol Lieutenants.

- There are four Patrol Squads, and a Special Projects Squad, each with an assigned Police Sergeant and between four to six officers.
- There are four Reserve Officers assigned to the Patrol Bureau.
- Six Police Assistants (civilians) split between the four squads.
- EMPD currently has one Motor Officer.
- The Special Projects Squad consists of one Sergeant, a Community Resource Officer, and 3 School Resource Officers.
- More recently, the EMPD has hired Police Recruits to attend an AZPOST Academy. Police Recruits are assigned to the Patrol Bureau during the duration of the academy and reassigned upon their graduation as Police Officers. They then begin Field Training which can last up to a year before becoming a solo officer.

*Operations Support Bureau*

The Operations Support Bureau is comprised of Criminal Investigations Bureau (CIB), Neighborhood Enforcement Team (NET), and the K9 Unit.

CIB employs senior officers with years of experience and are well rounded in the many facets of police work. They receive specialized training in areas such as death investigations, robberies, sex crimes, fraud, identity theft, and property crimes. Detectives also work closely with City, County and State Prosecutors to ensure successful prosecution. These in-depth and complex investigations often begin with the officer's initial response to the many calls for service. This Bureau also works closely with the Arizona Department of Public Safety to ensure that all Registered Sex Offenders living in the City of El Mirage comply with state law.

Officers assigned to NET investigate community-related crimes involving weapons and drug offenses. NET officers receive specialized training in weapons offenses, drug trafficking, and other investigative techniques required for success. The NET works closely with local, state, and federal agencies, including the Maricopa County Attorney's Office. The goal of the NET is to ensure our citizens have a safe and healthy environment to live in.

- CIB is made up of one Sergeant, five detectives, one GIITEM Gang Detective, a part-time Investigator Specialist, a Police Analytical Research Coordinator, and a Police Investigations & Charging Specialist.
- NET is made up of one Sergeant and three officers.
- The K9 Unit employs one Sergeant, two K9 Officers, and three Canines.

*Victim Assistance Unit*

The Victim Assistance Unit provides information and support services to all victims of crime in the City of El Mirage. Each case is unique, and trauma presents itself differently in each victim. The goal of Victim Advocates is to help each victim understand the criminal process and help the healing process begin.

- VAU is comprised of one Supervisor and two Victim Advocates.

## ADMINISTRATION DIVISION

The Administration Division of the EMPD, is led by the Deputy Director. An Administrative Lieutenant, Management Support Staff, Fiscal Services Specialist, and Volunteer Chaplains report to the Deputy Director. The Administration Division supports the functions of the EMPD Operations Division. A variety of functions are performed within Administration to include Police Records, Vehicle Impound, Fleet, Property & Evidence, Fiscal Services, and other support functions.

*Police Records*

The Records Unit is the central repository for all department police reports, citations, collision reports, arrest records and other documents, and coordinates the flow of data from EMPD through the criminal justice system. Records coordinates and completes records requests from citizens, prosecutors/attorneys, other law enforcement agencies, media, and others. Records personnel also review reports through the workflow process to insure they are accurately coded for submission to the Arizona Department of Public Safety and the Federal Bureau of Investigations for inclusion into the Uniform Crime Reporting program. Additional responsibilities include tracking and releasing vehicles impounded under ARS 28-3511, assisting citizens in the PD lobby and over the phone, and providing general support to the department.

*Property & Evidence*

The EMPD Police Property Technicians are responsible for maintaining the integrity of evidence and chain of custody of all property in accordance with state laws, city ordinances and departmental policies and procedures.

*Other Administration Functions*

Other functions within the Administration Division include;

- Maintaining the department budget.
- Project planning, purchasing, and monitoring projects.
- Updating and maintaining building security.
- Maintaining and dissemination of department policies, procedures, and personnel orders.
- Recruitment and Background Investigations
- Equipment purchases, maintenance, dissemination, storage.
- Administrative Investigations
- Professional Standards Record keeping and reports
- Response to Resistance monthly reporting to FBI
- Fleet management and purchases.
- Maintaining Officer Off-Duty and volunteer records

## Cooperative Initiatives

*Gang and Immigration Intelligence Team Enforcement Mission (GITEM)*

- One detective (the city receives 75% reimbursement from the state) is assigned to the DPS State Gang Task Force and provides support within the City of El Mirage on gang and narcotics related gang activity.

*Grant Funding*

- The police department receives grant funding to address a variety of issues that include traffic enforcement (new motorcycles and overtime from GOHS), and funding for a School Resource Officer.

*School Liaison Program*

- Grant-funded School Resource Officers (SRO) are assigned full time at Dysart High School and Riverview Elementary School. Schools without SRO's hire School Safety Officers primarily from the EMPD.

*Sex Offender Verification Program*

- Throughout the year officers/detectives make home visits to verify the location and status of identified convicted offenders.

## Community Policing Projects

*Community Relations*

- Officers are assigned to liaison with neighborhoods, businesses, and schools for programs, presentations, and special projects. These projects/programs include Law Enforcement Torch Run for Special Olympics and Cadets.

*Virtual Block Watch*

Virtual Block Watch is an interactive map of potential camera resources within the community and the City of El Mirage. This interactive map is only available to police officers for possible evidence review and collection. It is free to all community members, and participation is voluntary.

*Block Watch*

The Block Watch program is a partnership between local law enforcement and the El Mirage community. Its goal is to reduce crime in your neighborhoods. This program works by bringing community members together to report suspicious activity, inform each other about crimes that occur in the neighborhood, and employ crime prevention techniques.

The police department's role is to respond to calls for service, provide resources and information, and notify block watch captains if there are crime patterns or trends identified within their neighborhood.

*Police Cadets*

The EMPD provides a program for youth ages 14-20 that offers training, leadership, and skill building for future careers in public safety professions. The Police Cadet program offers youth opportunities to train in a classroom setting, build hands-on skills, and serve their community through local events. There's also an opportunity to attend a Police Cadet Academy and local competitions with cadets from other agencies.

# PUBLIC WORKS DEPARTMENT

The mission of the Public Works Department is to provide and maintain the public infrastructure of the City of El Mirage through responsive, efficient, and effective delivery of services within available resources. The department consists of two four divisions, Operations, and Utilities, Customer Service, and Environmental. Public Works personnel maintain a regular Monday – Friday work schedule but and are also available and on call 24 hours a day, 365 days a year to assist as first responders in emergencies when needed.

## Operations Division

The Operations Division handles all City building maintenance, vehicle maintenance, and roadway maintenance, and park maintenance. The Operations Division also manages the City's sanitation services via a third party. The divisions within Operations are identified as Facilities Management, Fleet Management, Streets Maintenance, and Sanitation Parks Maintenance.

**Facilities Management** oversees maintenance of all City buildings and facilities including City Hall, Police Station, Fire Station, Council Chambers, Senior Center, Library, Customer Service, City Court, Cada Uno, and Public Works facilities. Facilities staff responds to the building maintenance needs of the City both directly and including through oversight of contractual maintenance services, which to minimize cost and maximize a cost-effective return on investment.

**Parks Maintenance** maintains all common landscape areas owned by the City in addition to a number of City owned neighborhood parks and three large community parks - Basin Park, Gentry Park and Gateway Park. Efficient delivery of service includes outsourcing of basic landscape maintenance while City staff expertise is utilized in more complex operations such as irrigation control and maintenance. The City Landscape Maintenance Guidelines and specifications, which provide practical landscape maintenance information to preserve the integrity and health of each individual plant species, are available for download on the City's website.

**Fleet Management**

Fleet Management is responsible for the maintenance and upkeep of the City's vehicles and related equipment which totals over 175 assets. The fleet division handles routine work internally but outsources a good portion of the work to local vendors. The fleet division is also responsible for assistance to Police and Fire as a first line of assessment on their vehicle/equipment needs. The fleet division also handles procurement of new vehicles and equipment in addition to disposal of City assets through a state contracted auction provider.

**Streets Maintenance** maintains and repairs over 200 250 lane miles of streets, sidewalks, and signage within the City. The Streets division is also responsible for the upkeep of all City rights-of-way within City limits. Daily activities include street sweeping, street repair, sign maintenance, dust control, and illegal signage removal. Street maintenance includes oversight of the contractual traffic signal maintenance contracts as well as all solid waste, bulk trash, and hazardous waste recycling programs.

## Water Division

The Water Division delivers potable drinking water to the entire City of El Mirage and to the original town site of the City of Surprise. Exceptional water quality is maintained every day, exceeding all regulatory requirements, with an average daily production rate up to 6.0 million gallons per day. The Water Division is divided into three two functions: Customer Service, Water Distribution and Water Production.

**Water Distribution** maintains 120 miles of water distribution lines, the Dysart Ranchettes irrigation system, and over 1,300 fire hydrants and 5,000 valves. Daily activities include responding to water main breaks at any time, repair of service lines, valve exercising and repair, fire hydrant flushing and repair, and irrigation oversight.

**Water Production** maintains nine groundwater wells within the City which includes mandatory sampling, testing, and reporting to maintain exceptional drinking water quality and supply. All water consumed in the City of El Mirage is from local groundwater sources. Daily activities of Water Production staff include chlorination oversight, well pump and motor preventative and emergency maintenance, booster pump maintenance, arsenic removal media change out, and storage tank maintenance. The average daily drinking water production is 6.04.5 million gallons each day.

## Wastewater Division

The Wastewater Division operates the wastewater treatment plant and collections system. This includes operation of the City's groundwater recharge facility located directly adjacent to the treatment plant, on the east side in the Agua Fria riverbed. The groundwater recharge facility provides water credits credit used to offset the City's groundwater withdrawal. The average daily sewage flow through the collection system and into the treatment plant is approximately 2.20 million gallons per day. The Wastewater Division is divided into two functions: Plant Operations and Collections.

**Plant Operations** maintains the treatment plant in accordance with State regulatory requirements. This includes conducting laboratory testing and daily monitoring of the plant systems. The City's wastewater plant is a sequential batch reactor design which treats incoming raw wastewater through a screening, aeration, filtration, and disinfection process. Solids treated and produced at this plant are transported to the landfill in accordance with regulatory requirements while effluent water produced at the plant is discharged to the groundwater recharge facility.

**Collections staff** are responsible for daily collections system maintenance and permitting requirements of the 60 miles of sanitary sewer collection lines and over 1300 manholes in the system. This includes regularly scheduled cleaning, inspection, vector control, and maintenance. Wastewater staff is also responsible for the City's two lift stations located at Cactus and Main and Thompson Ranch Road and Boca Raton Road.

## **Utilities Customer Service** Division

The Customer Service Division handles all billing and utility accounting functions of approximately 121,000 customers including residential and commercial services. Online bill payment option is available which allows utility customers to manage their utility account online 24 hours a day, 365 days a year at no additional charge.

All 121,000 City accounts are part of the City's automated meter infrastructure, a network of remotely connected water meters that allow for timely collection of usage data. without the use of staff or resources.

## **Environmental Division**

The City's Environmental Division is responsible for ensuring that all Public Works operations comply with local, county, state, and federal regulations. This includes permits related to drinking water, wastewater, stormwater, dust control, and emergency operations procedures.

The Water Environmental Division also represents the City on regional water issues including allocation of Colorado River water transported to the Phoenix valley through the Central Arizona Project canal which provide recharge water along the canal as required by law to offset the City's groundwater withdrawal.

# PARKS AND RECREATION DEPARTMENT

The Parks and Recreation Department exists to promote quality of life and build a vibrant community through recreational, social, cultural, and outdoor experiences for residents, visitors and future generations of all ages and abilities in El Mirage. The department administers the ongoing partnership agreement with the Northwest Valley YMCA for operation of the city-owned recreation center facility, including subsidized membership and program discounts for local residents; oversight of scheduling of Gateway Park Fields; and summer swim programming partnership.

**Parks Maintenance Division** maintains all common landscape areas owned by the City (~52 acres) including ten City owned neighborhood/pocket parks and three large community parks - Basin Park, Gentry Park and Gateway Park. Efficient delivery of service includes outsourcing of basic landscape maintenance while City staff expertise is utilized in more complex operations such as irrigation control and maintenance. This division also oversees park ramada reservations at Gateway Park, and field reservations at Gentry Park.

**Special Events** administers the City's signature event series including Fiesta de la Gente, Fall Harvest, Winterfest, Public Safety Day, and Spring Faire; as well as other community events throughout the year (e.g. Tree Lighting, Music in the Park). This program area also includes oversight of the City's Community Garden.

**Senior Services** The Senior Center is designed to provide quality care, resources, and assistance to El Mirage senior citizens 55 years of age and older. The Center provides the opportunity to participate in an organized congregate meal program Monday through Friday that emphasizes wellness, nutrition, and healthy diets. The activities and educational programs provide opportunities for seniors to maintain financial, physical, and mental well-being. The Center enhances the participant's lives by providing a positive, nurturing, and supportive social environment. This program area works with a variety of local partners and resource providers to enhance quality of life opportunities.

# City of El Mirage Code of Conduct for Elected Officials

The Three "R"s of El Mirage Government Leadership:
Roles, Responsibilities and Respect

The purpose of this Code of Conduct is to provide guidance to elected officials of the City of El Mirage regarding their roles and responsibilities, and the manner in which they should conduct themselves in representing the City of El Mirage. The guiding principle throughout this Code of Conduct is that Council members should treat all with whom they come in contact as representatives of the City of El Mirage, including contacts with constituents, City staff, officials of other government entities and each other, with dignity and respect.

This Code of Conduct defines the behavior, manners and courtesies that are suitable for various occasions. This is designed to make public meetings and the process of governance run more smoothly.

**The City Council as a whole shall be the final arbiter of all allegations against a member of the City Council of improper conduct or behavior within the scope of this Code of Conduct.**

The content of this Code of Conduct includes:

- Purpose
- Overview of Roles and Responsibilities
- Policies and Protocol Related to Conduct
- Council Conduct with One Another
- Council Conduct with City Staff
- Council Conduct with the Public
- Council Conduct with Other Public Agencies
- Council Conduct with Boards and Commissions
- Council Conduct with the Media
- Sanctions
- Principles of Proper Conduct

## PURPOSE

The purpose of this Code of Conduct is to provide guidance to assist members of the El Mirage City Council regarding their behavior and conduct while representing the City of El Mirage and to attempt to correct, rather than punish, inappropriate behavior or conduct that falls within the scope of this Code of Conduct. This Code is not intended to be, and should not be, used as a political weapon to embarrass, harass, intimidate, or extort any member of the El Mirage City Council.

## ETHICS POLICY

As a prerequisite for exercising any power of office, each city official is required to take an oath to uphold and abide by the constitution and the laws of the United States and the state of Arizona, and the laws of the City of El Mirage. Councilmembers are also requested to read and become familiar with the guidelines set forth in this Code of Conduct.

## OVERVIEW OF ROLES AND RESPONSIBILITIES

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the City of El Mirage Code and in the Elected Officials Guide published by the League of Arizona Cities & Towns.

**Mayor**

- Acts as the official head of the City for all ceremonial purposes
- Chairs Council meetings
- Calls for special meetings
- Recognized as spokesperson for the City of El Mirage
- Makes judgment calls on proclamations, etc.
- Leads the Council into an effective, cohesive working team
- Sign documents on behalf of the City of El Mirage

**Vice-Mayor**

- Selected by, and serves at the pleasure of, the Council
- Performs the duties of the Mayor if the Mayor is absent
- Chairs Council meetings in the absence of the Mayor
- Represents the City at ceremonial functions at the request of the Mayor

**All Council Members**

All members of the City council, including those serving as Mayor and Vice Mayor, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members should:

- Fully participate in City Council meetings and other public forums while demonstrating kindness, consideration, respect and courtesy to the public and to each other.
- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in El Mirage government.

- Provide contact information with the City Clerk in case of an emergency or urgent situation arises while the Council Member is out of City.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Conduct.
- Wait to speak at council meetings and study sessions until recognized by the Chair (Mayor or Vice-Mayor) of the meeting, and never interrupt another council member or member of the public except to call for a point of order or private privilege.

**Meeting Chair**

The Mayor will chair official meetings of the City council unless the Vice Mayor or another Council Member is designated as Chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on specific agenda items under consideration Parliamentary rulings will be requested from the City Attorney who acts as an advisory parliamentarian. Chair rulings, with the advice of the City Attorney, may be overturned if a Councilmember makes a motion and the majority of the Council votes to overturn the ruling.

## POLICIES & PROTOCOL RELATED TO CONDUCT

**Attendance**

The City Code provides that five councilmembers may discipline another councilmember if he or she misses three (3) consecutive and duly noticed meetings of the City Council without good cause. Duly noticed meetings of the City Council include regular council meetings, special council meetings, study sessions, policy sessions, executive sessions, budget review meetings, and council committee meetings to which a councilmember is assigned.

Through this Ethics Code, the City Council finds that personal illness, family emergencies, military absences, family weddings, family graduation exercises, and bona fide business and vacation trips constitute good cause for nonattendance at council meetings. Whether good cause exists for any other absence shall be determined by vote of the entire City Council upon request of any councilmember made at the next scheduled regular council meeting following the absence. The vote shall be taken after sufficient information is received explaining the reason for the councilmember's absence.

**Travel**

The Mayor and Councilmembers may occasionally need to travel to functions where the City will be represented or for Councilmembers to obtain necessary training. Councilmembers all recognize that travel at the City's expense should be limited and provide a benefit to all residents. Requirements to be considered for Councilmember travel are 1 any out-of-state travel must be approved by a supermajority of Council (minimum of five) prior to

committing to attend a function, 2) in-state travel will not require Council approval, and 3) a follow-up report shall be made public at the subsequent Council meeting for all travel paid with City Funds. *(Approved July 2, 2019 by Resolution R19-07-17)*

**Ceremonial Events**

Requests for a City representative at ceremonial events will be handled by the Public Information Officer. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then the Public Information Officer will determine if event organizers would like another representative from the Council. If yes, then the Vice Mayor is next in line. Invitations received at City Hall are presumed to be for official City representation. All Councilmembers may be assumed to be invited.

**Correspondence Signatures**

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. The City Clerk will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Council Member or the City Clerk.

If correspondence is addressed only to one Council Member that Council Member may check with staff on the best way to respond to the sender.

**Endorsement of Candidates**

Council Members have the right to endorse candidates for all Council seats or other elected offices. It is, however, inappropriate to mention endorsements during Council meetings, official City meetings or City sponsored events except at private tables not manned or supported by City staff.

**Gifts**

Arizona law prohibits elected officials and advisory board members from receiving anything of value or any compensation other than their normal salary for any service rendered in connection with that person's duties with the City - A.R.S. § 38-505 (A).

Elected Officials and advisory board members must consider ethical principles before accepting personal gifts of entertainment and sports/athletic activities.

Within two business days of receipt of the following gifts or favors in El Mirage, or within two business days of returning to El Mirage after receipt of a gift or favor while traveling outside of El Mirage, elected officials and advisory board members shall disclose, in writing, to the City Clerk all gifts, benefits or favors received from people with a financial interest in business before the City, or which may come before the City, that:

- Relates to professional or collegiate sports, athletic or entertainment activities or tickets, or
- Have a face value of $50 or more, amount subject to periodic review.

Under no circumstances shall a council or board member accept a gift or favor that is a bribe, or reflects, to a reasonable person, an effort to improperly influence the member contrary to that member's responsibility to the public to act impartially on the merits of a matter.
When in doubt about these requirements, elected officials and advisory board members shall disclose the gift, benefit, or favor. All disclosures will be kept for public record in the City Clerk's Office.

In summary, you can follow this checklist:

- Does the gift or favor come from someone with business before the city or which may come before the city? and,
- Does the gift or favor exceed $50 dollars in value, or consist of the type of sports or entertainment tickets described above? and,
- Did you accept the gift or favor for yourself or another?

Gifts having a value greater than $50 that are donated to the city or a bona fide charity also do not need to be reported.

This section does not apply to gifts exceeding $50 in value and intended for the City rather than as a personal gift to a Councilmember or board member. These items are City of El Mirage property. Elected officials and advisory board members who receive a gift on behalf of the City exceeding $50 in value shall promptly turn the gift over to the City Manager for public display or other appropriate handling.

**Public Announcements in Council Meetings**

Council Members who want to present a brief summary of current events may do so under the portion of the meeting specifically provided for that purpose, titled "Council Summary of Current Events." Council Members' statements should not be used for any form of campaigning. No questions, deliberations, discussions, or action may take place on matters presented unless they are specifically listed as a separate item on the agenda.

**Call to the Public**

The Call to the Public is reserved for members of the public who wish to address the Council and who have filled out the required comment card. Comments by members of the public will be limited to three minutes each. Matters that may require Council action or direction should not be discussed and those items on the agenda should not be used for any form of campaigning. At the conclusion of an open call to the public, individual Council Members may respond to criticism

made by those who have addressed the Council, may ask staff to review the matter and report back to Council, or may ask that the matter be put on a future agenda for discussion and possible action.

**Public Hearing Protocol**

Council Members shall not express opinions during the public hearing portion of the meeting but may ask pertinent questions of the speaker or staff. All Council Member comments or questions should be directed to the Chair. "I think" and "I feel" comments by Council Members are not appropriate until after the close of the public hearing. Council Members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

**Meeting Protocol**

Council members shall not speak until recognized by the Chair. Council members shall not interrupt another Council member who has been recognized by the Chair or a member of the public addressing the Council except to call for a point of order or a point of personal privilege. Any Council Member can call for a point of order.

Council Members, who desire to make the first motion on issues, which they feel strongly about, should discuss their intention with the Chair in advance of the Council meeting.

**Travel Expenses**

The policies and procedures related to the reimbursement of travel expenses for official City business by Council Members is according to the City of El Mirage Personnel Rules and Regulations, Code of Conduct, Section7. All Council travel in excess of the allowed budget, in which the Council Member expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in advance by the Council. The travel policy and budget for Council should be reviewed at each annual budget cycle.

**Correspondence**

When corresponding with constituents, the media, other governmental entities or agencies, vendors, or any other members of the public, Council Members should, if the Council Member is expressing a personal opinion or view, clearly state that the opinions and views are the personal opinions and views of the Council Member and do not reflect the official position of the City or the position of any other member of the City Council.

City letterhead may be used when the Council Member is representing the City and the City's official position. City letterhead should never be used for a Council Member's personal correspondence. City letterhead is best not used to express a Council Member's personal opinion or view or the dissenting opinion or view on a City related issue or matter. However, should a Council Member use City letterhead to express the Council Member's personal opinion or view or the dissenting opinion or view on a City related issue or matter, the Council Member

shall clearly state in the correspondence using City letterhead the official City position or view, so the reader understands the difference between the official City position or view and the personal or dissenting opinion or view of the Council Member. A copy of all correspondence using city letterhead should be given to the City Clerk to be filed as part of the permanent public record.

Nothing in this Code of Conduct shall prevent or be construed to prevent any Council Member from exercising his/her First Amendment rights to express the Council Member's personal views and opinions that may differ or dissent from the City's official position or view, or the opinions, positions or views of other Council Members. Council Members should not, however, express personal opinions or views as the official position of the City or other members of the Council.

The use of City facilities and City grounds by or on the behalf of individual Council Members shall be prohibited with the following exceptions: (1) An activity approved by the Council as a whole; or (2) A meeting of a committee or subcommittee approved by the Council or appointed by the Mayor.

In all contact with the public while acting as a representative of the City or in the capacity of a member of council, Council Members should treat those whom they come in contact with dignity and respect.

## COUNCIL CONDUCT WITH ONE ANOTHER

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

### IN PUBLIC MEETINGS

- **Use formal titles**

  The Council should refer to one another formally during public meetings as Mayor, Vice Mayor or Council Member followed by the individual's last name.

- **Practice civility and decorum in discussions and debate**

  Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

  It is the responsibility of the Chair to keep the comments of Council Members and the public on track during public meetings. Council Members should honor efforts by the Chair to focus discussions on current agenda items, including not speaking until recognized by the Chair. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlines in parliamentary procedure.

- **Avoid personal comments that could offend other Council Members**
  If a Council Member is personally offended by the remarks of another Council Member, the offended Council Member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Council Member to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

  Council Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

**IN PRIVATE ENCOUNTERS**

- **Continue respectful behavior in private**

  The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the lack of security of written notes, voicemail messages, and e-mail**

  Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note sent to others? How would you feel if this voicemail message were played on a speakerphone in a full office? What would happen if this e-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication as all are subject to the Arizona Public Records Laws.

- **Even private conversations can have a public presence**

  Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted. [Reminder: The open meeting law prohibits conversations of four or more council members or the "linking" together through a common source of four or more individual conversations between council members.]

## COUNCIL CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

  Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

- **Direct requests for staff support through City Manager**

  Consequently, remember City staff is accountable to their supervisors. Tasks performed by staff as a result of requests from outside the normal chain of supervision can cause staff confusion, inadequate work product and inefficient performance. Questions of City staff and/or requests for additional background information or follow-up work should be directed only to the City Manager.

- **Do not disrupt City staff from their jobs**

  Council Members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have the individual Council Member's needs met.

- **Never publicly criticize an individual employee**

  Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Misdirected comments could violate the City's personnel rules thereby opening the City to liability and limiting the City's ability to deal fairly and efficiently with personnel matters. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

- **Do not get involved in administrative functions**

  Council Members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- **Check with City staff on correspondence before taking action**

  Before sending correspondence, Council Members should check with the City Manager to see if an official City response has already been sent or is in progress.

- **Do not solicit political support from staff**

  Council Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff; to do so could violate state law. City staff may, as private citizens with constitutional rights, support political candidates for other government entities but all such activities must be done away from the workplace.

- **Attendance at meetings with staff at request of public**

  Nothing in this Code of Conduct is intended, nor shall be construed, to prevent a Council Member from attending a meeting between city staff and a member of the public at the request of the member of the public. However, a Council Member attending such a meeting may only attend the meeting to observe and shall not participate in the discussion or attempt to give direction to city staff at the meeting. Any issues or concerns a Council Member may have about staff conduct at the meeting should be addressed to the City Manager, not the staff member or the staff member's direct supervisor.

## COUNCIL CONDUCT WITH THE PUBLIC

### IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual council Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with respect**

- **Be fair and equitable in allocating public hearing time to individual speakers**

  The Mayor will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

  No speaker will be turned away unless he/she exhibits inappropriate behavior, which includes, but is not limited to, vulgar, slanderous, disrespectful or abusive language. After the close of the public hearing, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

- **Give the appearance of active listening**

  It is disconcerting and shows a lack of respect for Council Members to not look at members of the public while they are addressing the Council or for Council Members to engage in a side conversation while another member of council or a member of the public is speaking or addressing the Council. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

- **Ask for clarification, but avoid debate and argument with the public**

  Only the Mayor, not individual Council Members, can interrupt a speaker during a presentation. However, a Council Member can ask the Mayor for a point of order or point of personal privilege if the speaker is off the topic or exhibiting behavior or language the Council Member finds disturbing, offensive or disruptive.

  If speakers become flustered or defensive by Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge, belittle or argue with the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstances**

  Council Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive. Council Members should refrain from making personal attacks against any person, including staff and members of the public, who speak before the Council.

## IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

  Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to promise Council action overtly or implicitly, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new trees, etc.)

- **Make no personal comments about other Council Members**

  It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions, and actions.

- **Remember you are being observed**

  Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of El Mirage. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

## COUNCIL CONDUCT WITH OTHER PUBLIC AGENCIES

- **Be clear about representing the City or personal interests**

  If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

  If the Council Member is representing another organization whose position is different from the City, the Council Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council Members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

## COUNCIL CONDUCT WITH BOARDS AND COMMISSIONS

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board or Commission meeting, be careful to only express personal opinions**

  Council Members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business, or developer – could be viewed as unfairly affecting the process. Any public comments by a Council Member at a Board or Commission meeting should be clearly made as the Council Member's private, individual opinion and not a representation of the feelings of the entire City Council.

- **Limit contact with Board and Commission members to questions of clarification**

  It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, developer, or issue or matter before the Board

or Commission. It is acceptable for Council Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Commissions serve the community, not individual Council Members**

  The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

- **Be respectful of diverse opinions**

  A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards and Commissions but must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away from public forums**

  Board and Commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely, Council Members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a City Council Member.

- **Inappropriate behavior can lead to removal**

  Inappropriate behavior by a Council or Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council.

## COUNCIL CONDUCT WITH THE MEDIA

Council Members are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to <u>never</u> go "off the record"**

  Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The Mayor is the official spokesperson for the City's position.**

  The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Council Member is contacted by the media, the Council Member should be clear about whether their comments represent the official City position or the personal viewpoint of the Council Member.

- **Choose words carefully and cautiously**

  Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

## SANCTIONS

- **Public Disruption**

  Members of the public who do not follow proper conduct after a warning by the Chair in a public meeting may be barred from further testimony or comment at that meeting or removed from the Council Chambers. Only the Chair shall have the power to cause a person to be removed from a public meeting or barred from further testimony or comment.

- **Inappropriate Staff Behavior**

  Council Members should refer to the City Manager any City staff that does not follow proper conduct in their dealings with Council Members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

- **Council Members Behavior and Conduct**

  - The purpose of this Code of Conduct is to provide guidance to assist members of the El Mirage City Council regarding their behavior and conduct while representing the City of El Mirage and to attempt to correct, rather than punish, inappropriate behavior or conduct that falls within the scope of this Code of Conduct. This Code is not intended to be, and should not be, used as a political weapon to embarrass, harass, intimidate, or extort any member of the El Mirage City Council. Making an allegation of a violation of this Code for the purpose of embarrassing, harassing, intimidating, or extorting another member of Council or making an allegation that is determined by a vote of five members of the City Council to be frivolous shall be considered a violation of this Code of Conduct.

  - Alleged violations of the statutes of the state of Arizona or provisions of the city code of the City of El Mirage are not within the scope of this Code of Conduct, and this Code shall not be used to investigate alleged violations of statutes or provisions of the

city code. Alleged violations of state statutes or city code shall be referred for investigation and disposition to the appropriate department or agency charged with enforcing the statutes or city codes alleged to be violated.

- Allegations of improper conduct or behavior by a member of the City Council in violation of this Code of Conduct shall be submitted to the Mayor. [To the Vice-Mayor if the allegation is against the Mayor or to the senior member of the Council (determined by the number of years on council) if the allegation is against both the Mayor and Vice-Mayor.]

- Prior to any Council Member submitting to the Mayor an allegation of violation of this Code against another member of the Council, the Council Member shall first discuss the alleged violation with the alleged violator. An allegation may only be filed with the Mayor if the alleged violator continues, after the discussion, to engage in the conduct or behavior the Council Member believes constitutes a violation of this Code.

- An allegation of a violation of this Code may be submitted by a Council Member to the Mayor either in writing or verbally. However, if an allegation of violation is only submitted verbally, the Mayor may only discuss the allegation with the alleged violator and may not take further action. No record shall be made or kept of a verbal allegation or any discussion or counseling of the alleged violator.

- A written complaint alleging violation(s) of this Code submitted to the Mayor shall set forth the following:

  - The specific conduct or behavior alleged to be a violation of this Code, including the dates, times and circumstances of each conduct or behavior alleged to be a violation;
  - A detailed explanation of the manner in which the alleged conduct or behavior constitutes a violation of this Code;
  - The evidence (i.e., witnesses, documents, records, etc.) that will support the allegation that the conduct or behavior occurred or constitutes a violation of this Code; and
  - Specifics of the attempt by the Council Member to discuss the alleged violation with the accused member of the Council and the result of such discussion, including the specifics of the incident(s) of the accused member continuing the conduct or behavior after the discussion.

- Upon receipt of a written complaint of a violation of this Code, the Mayor shall meet with the Council Member who submitted the allegation and the accused member of council to try to come to a resolution of the matter. If the Mayor and Vice Mayor (or senior Councilmember) determine, in their discretion, the matter has been resolved as a result of the meeting, the Mayor may consider the matter closed and shall prepare and provide to the remaining members of Council a report on the nature of the allegations and the resolution of the complaint.

- If the Mayor determines the matter is not resolved as a result of the meeting of the Mayor with the Council Member and the accused member of council, the Mayor shall schedule a meeting of the City Council to discuss the alleged violation. The meeting shall be held in executive session unless the accused member of council, in accordance with the laws of the state of Arizona, requests the matter be discussed in an open meeting. At the meeting, the Mayor shall provide the Council with a copy of the allegation and report to the Council the Mayor's attempt(s) to resolve the complaint prior to bringing the matter to Council. The members of the City Council, other than the council member who filed the complaint and the accused member of council, may then do any of the following: (1) direct a formal investigation of the allegation(s) and that the results of the investigation be reported back to the Council; (2) determine, based on the material before the Council, the allegation is without merit and should be dismissed; or (3) determine, based on the material before the Council, a violation has occurred and the Council, without further investigation, has sufficient information to take action on the Complaint. If the meeting is held as an open meeting, the Council may take action upon motion. If the meeting is held in executive session, the matter must be brought back before Council at an open meeting in order the Council to take formal action to dismiss the complaint or to impose sanctions.

- Complaints alleging violation(s) of this Code reported by anyone other than a Council Member must be notarized and submitted to the Mayor and must contain the following information:

  - The specific conduct or behavior alleged to a violation of this Code, including the dates, times and circumstances of each conduct or behavior alleged to be a violation;
  - A detailed explanation of the manner in which the alleged conduct or behavior constitutes a violation of this Code; and
  - The evidence (i.e., witnesses, documents, records, etc.) that will support the allegation that the conduct or behavior occurred or constitutes a violation of this Code.

  Upon receipt of a complaint from other than a Council Member, the Mayor shall meet with the accused violator to try to come to a resolution of the matter. If the Mayor determines, in his/her sole discretion, the matter has been resolved as a result of the meeting, including a finding by the Mayor that the allegation is without merit or foundation, the Mayor may consider the matter closed. If the Mayor determines the matter closed as a result of the meeting, the Mayor shall notify the person who submitted the allegation of the Mayor's determination and, if applicable, any action to correct a violation. The Mayor shall also notify the remainder of Council of the receipt of the complaint and the resolution.

If the Mayor does not deem the matter resolved after the Mayor's meeting with the accused member of council, the Mayor shall bring the matter to the City Council using the procedure for bringing allegations by Council Members to the City Council.

- Council Members who have been found to have violated this Code of Conduct by the City Council may be reprimanded (written or verbal), formally censured by the City Council, removed from committee assignments, and/or be restricted from official travel for up to one year.

## PRINCIPLES OF PROPER CONDUCT

**Proper conduct IS . . .**

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

**Proper conduct IS NOT . . .**

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

## It all comes down to respect

Respect for one another as individuals . . . respect for the validity of different opinions . . . respect for the democratic process . . . respect for the community that we serve.

---

I have read the City of El Mirage Ethics Policy and received a copy.

_____

Signature

# GLOSSARY

## Common Municipal Terms

Adjourn – When the meeting ends, usually after completing all business on the agenda.

Agenda – The printed order of which the items will come before the Council.

Alternative Expenditure Limit (same as Home Rule Option) – By voter approval every four years, allows a community to determine locally what its spending limits will be rather than the formula-based limit imposed by the State of Arizona.

Annexation – The process by which a city expands the area within its corporate limits; this property must be contiguous to the city.

Arizona League of Cities and Towns – an organization representing and lobbying for State cities and towns on legislative matters impacting cities and towns.

A.R.S. – Arizona Revised Statutes

Audit – Required by state law, this annual examination of the financial account is designed primarily to ensure that the accounts are being kept properly, although certainly a secondary purpose is to protect local taxpayers from misuse of municipal funds.

Ballot language – The written measure, issue or question or names of candidates that appear on the ballot.

Board of Adjustment – An Appeal Board that may grant variances to the Zoning Ordinance and/or decide on appeal requests from a decision made by administrative staff.

Bond election – An election that is required prior to the issue of any municipal bonds and which allows qualified electors of a municipality to authorize issuance of municipal bonds.

Budget – Under state law, the adopted budget is setting the maximum limits on the amount of money that can be spent for the fiscal year.

Call of Election – Usually the first formal action taken by Council setting forth the date and reason for an election; and giving the dates for action by the public, for example the dates for filing of specified paperwork and registering to vote.

Campaign Contribution – Any gift, subscription, loan, advance or deposit of money or anything of value made for the purpose of influencing an election.

Campaign Finance Report – A report required to be filed by candidates running for office listing expenditures and revenues.

Campaign Signs – Printed material displayed publicly with the purpose of influencing an election.

Canvass – The official results of the election that are maintained as public record of the election the official canvass must contain specified information under A.R.S. §16-646.

Capital Improvement Plan (CIP) – A projected plan that sets forth priorities for the construction of capital improvements over a specified period of time.

Challenge – The act of questioning whether or not an elector is qualified to vote or sign a petition, or whether a candidate meets the qualifications set forth for office.

Chair – The person charged with conducting (running) a meeting.

Charter – A written instrument that creates and defines powers, rights and privileges for a specific jurisdiction.

Charter City – A municipality with a population over 3,500 that has adopted a document known as a charter, which is similar to a constitution for a city, that outlines the basic governing procedures for the city. A charter city has more flexibility to delineate governing procedures for the city, rather than relying on procedures outlined in Arizona law.

Community Development Block Grant (CDBG) – Federal monies, designated to assist low to moderate income persons and/or senior citizens.

Conflict of Interest – When an issue relating to a person's or a person's relatives' private interests interfere in the course of the person's professional duty, Arizona requires public officers and employees to declare when a conflict of interest exists. Arizona's conflict of interest law is located in A.R.S. § 38-501 through 38-511.

Consent Agenda – For those items that are either routine in nature and/or that have been previously discussed are grouped together on the agenda and decided upon in one motion.

Constituent – A person served by an elected official, normally a voter or resident.

Councilmember-at-large – A councilmember that is elected by and represents the electors of an entire municipality, rather than a specific district or ward.

Debt Limit – The maximum amount of debt that governmental unit may incur under constitutional requirements.

Election petition – The documents required by law containing the necessary signatures to place a candidate's name or a measure on the ballot.

Electioneering – Any literature or action attempting to win votes in an election.

Elector – An individual qualified to vote (also referred to as a voter).

Expenditure Limitation Election – An election that is required prior to adopting a permanent base adjustment or alternative to the state-imposed expenditure limit also known as the "Home Rule Option." The alternative expenditure limit, or "Home Rule Option," must be approved by a majority of qualified electors in a regular election and must be reauthorized every four years. The permanent base adjustment does not need to be reauthorized.

Financial Disclosure Statement (Annual) – A financial report required by State law to be completed by all elected officials relating to the employment, business, property and investment interests, debt, gifts and finances of that officer and the officer's household on a calendar-year basis while in office; candidates running for election must complete the same report for the 12-month period prior to officially declaring candidacy.

Fiscal Year – The ~~twelve~~ 12-month period the budget covers; the City of El Mirage is on the fiscal year July 1 through June 30.

Floodplain – Land that is subject to periodic flooding and delineated on County maps.

Franchise Election – An election that is required prior to a municipal corporation granting a franchise for a public utility. The franchise must be approved by a majority of the qualified electors voting at the election.

General Election – An election held on the third Tuesday in May or the first Tuesday after the first Monday in November on even numbered years.

General Law City – A municipality that has not adopted a city charter and must comply with the general provisions of Arizona law on city and town government and structure.

General Obligation Bonds (GO Bonds) – These bonds are guaranteed by the full taxing power of the City. There are constitutional and statutory limits on the issuance of GO Bonds. Must be voter approved.

General Plan – The community's plan to manage growth and development within specific geographical areas. By state law, the General Plan must either be updated or renewed every 10 years.

Home Rule Option (Same as Alternative Expenditure Limit) – Allows a community to determine locally (by voter approval every four years) what its spending limit will be rather than using the formula-based limit imposed by the State of Arizona.

Intergovernmental Agreement (IGA) – An agreement between two or more governmental agencies for the performance of a service.

Initiative – The people's right to initiate a measure, issue, or question to be voted on by the people. To place an initiative on the ballot, petitions must be filed with a specified number of signatures. Petition signature requirements vary depending on the level of government.

Initiative Election – The election at which a measure, issue or question placed on the ballot by the electors is decided.

Majority – A number greater than on half.

Maricopa Association of Governments (MAG) – An organization of the municipalities in Maricopa County.

Memo of Understanding (MOU) – Part of an agreement outlining what is expected of each party signing the agreement.

Minutes – All public bodies, including Council appointed subcommittees and advisory committees must take and retain written minutes of all meetings. These are the only legal record of the action taken by the public body.

Motion – Action by a member of the Council or Commission putting the agenda item forward for discussion and for a vote.

Non-partisan – Representing no political party.

Notice of Election – A published notice to the voters on date, time, location, and purpose of an upcoming election.

Oath of Office – A sworn declaration to uphold the law (A.R.S. § 38-321).

Ordinance – An enforceable municipal law, statue or regulation that applies to all citizens within that municipality; penalty provisions may apply.

Parliamentary Procedure – Meeting procedures that allow both the majority and the minority equal rights to be heard and provided for the conduct of an orderly meeting.

Partisan – Supporter of a particular political party.

Permanent Base Adjustment - A permanent adjustment to the expenditure base of the City as determined by the Economic Estimates Commission.

Petition – A form used to place a candidate, measure, issue or question on a ballot; must receive the required number of signatures to qualify for the ballot.

Point of Order – When an action by the Chair is questioned.

Political Committee – A committee that is formed to support or oppose any candidate, measure, issue, or question.

Postpone – To delay action from one meeting to the next.

Post-Election – Period after an election takes place. Provisions of Arizona law govern post-election procedures and requirements.

Pre-Election – period before an election takes place. Provisions of Arizona law govern pre-election procedures and requirements.

Primary Election – Election held prior to a General Election to nominate candidates for office or if being elected to local office, may be elected if candidate receives sufficient minimum votes determined by State law formula.

Proposition – A proposed law, revision or amendment submitted to the voters at an election for approval or rejection.

Public Hearing – A meeting that is legally required to receive comments and/or suggestions regarding proposed action by the City Council.

Publicity Pamphlet – Document that is required to be mailed to each household with a registered voter that contains information on each proposed measure or question on the ballot, including financial impacts and arguments for and against.

Qualified Elector – A person that is properly registered to vote and who is a resident of the designated area (i.e., county, city, town, district, ward or precinct) at a specific time.

Quorum – The number of members needed to be present to legally take action.

Recall – Procedure to remove an elected official from office by a vote of the people through an election process before the end of the official's term.

Recall Petition – The documents required by law containing the necessary signatures to recall an elected official.

Recall Election – The election at which voters decide whether or not to retain an elected official in office before the end of the official's term.

Recess – A brief break in the meeting.

Referendum – The right of the people to refer legislation or ordinances passed by an elected body to a vote of the people through an election process for approval or denial. To place a referendum on the ballot, petitions must be filed with a specified number of signatures. Petition signature requirements vary depending on the level of government.

Referendum Election – The election at which voters are asked to approve or deny legislation or an ordinance that has been passed by an elected body and has been ordered to the ballot by a petition of electors.

Resolution – A formal expression of opinion or intent voted upon the City Council.

Revenue Bonds – These bonds are used to finance a revenue producing facility such as public utility or airport. These bonds are usually secured by only the revenues of the facility for which they were issued; must be voter approved.

Rezoning – The reclassification of real property from one zoning class to another with different uses and/or requirements for construction and uses.

Roll Call Vote – When the call each member's name and records how each member votes on the issue.

Second – When another member of the Council feels the agenda item is deemed worthy of discussion and a vote. The seconder does not necessarily need to agree with the proposed action but desires more discussion.

Special Election – Election held to fill a vacancy in office or to decide a certain issue and held for only those specific purposes (must conform to consolidated elections dates).

Special Improvement District Bonds – Bonds issued for special improvement of streets and sewers. These bonds are repaid by special assessments against real property which benefited from the improvement.

Street and Highway Improvement Bonds – Bonds issued for constructing and maintaining streets and highways; these bonds are paid for with a portion of monies from the City's share of highway user revenues (must be voter approved).

Subdivision Ordinance – Regulates the improvements of subdivided land. It prevents or limits construction in areas that would be dangerous to the public health and wellbeing (i.e., floodplains). This requires developers to provide necessary improvements (i.e., streets, utilities, open spaces, and other service as required).

Super Majority Vote – When the matter before Council requires ¾ of the total elected members (not just of those in attendance) to vote in favor or against. City of El Mirage requires ~~6~~six elected officials for a super majority.

Table (Tabling Motion) – To temporarily set aside an agenda item to take care of another issue before the Council. If this motion is made, seconded, and voted in the affirmative – discussion of this item ceases until after agreed to be brought back before the Council. This agenda item should be either taken back up and decided upon or postponed until another meeting.

Term – The amount of time for which a person was elected or appointed to hold office.

Term Limit – The maximum amount of time for which an officer may serve.

Voter – An individual meeting the qualification to vote and who registers (also referred to as an elector).

Zoning – Outlines the type of development that occur on real property.

Zoning Ordinance – Specifies the geographic zones within the community and regulates the type of development that can be located with each, i.e., residential, commercial, or industrial.

City of EL MIRAGE Arizona

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## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/22/2024 | **TYPE OF ACTION:** Contract | **SUBJECT:** Consideration and action to authorize the City Manager to enter into a contract with Willdan Financial Services and Pat Walker Consulting LLC (collectively the Willdan Team) to complete a water, sewer, and sanitation rate study for a cost not to exceed $51,640 and waive the competitive bid process. (Administration) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Macy Walker, Budget and Program Manager |

**RECOMMENDATION:**

Authorize the City Manager to enter into a contract with Willdan Financial Services and Pat Walker Consulting LLC (collectively the Willdan Team) to complete a water, sewer, and sanitation rate study for a cost not to exceed $51,640 and waive the competitive bid process.

**PROPOSED MOTION:**

I move to approve the contract with Willdan Financial Services as presented.

**BACKGROUND:**

The City of El Mirage last completed a utility rate study in FY 2023. This study will update the financial projections for the City's water, sewer, and sanitation funds and determine the costs of providing these services to customers. The Willdan Team has completed the City's previous rate studies and created the rate model that the City uses. For this reason, staff requests that the competitive bid process be waived.

**BUDGETED:** Yes **SUFFICIENT FUNDS:** Yes

**CIP:** No **MULTI-YEAR:** No

**Fiscal Impact**

**AMOUNT REQUESTED:** $20,656
**FISCAL YEAR:** FY2025
**ACCOUNT TO BE CHARGED:** 541-5-7581-436

**AMOUNT REQUESTED:** $30,984
**FISCAL YEAR:** FY2025
**ACCOUNT TO BE CHARGED:** 511-5-7111-436

**Attachments**

Proposal for Rate Study

August 21, 2024

Mr. Nick Russo
Public Works Director
City of El Mirage
10335 N 121st Ave
El Mirage, Arizona 85335

***RE: Proposal to Complete a Water, Sewer, and Sanitation Rate Study Update***

Dear Mr. Russo:

On behalf of Willdan Financial Services (Willdan), and Pat Walker Consulting LLC (collectively the Willdan Team), we are pleased to submit this proposal to the City of El Mirage (City) to complete a Water, Sewer, and Sanitation Rate Study Update for the City. This proposal includes the following sections: Project Understanding, Basic Services, Project Team, and Fee Estimate.

# Project Understanding

## Rate Study

It is our understanding that the City is looking to update the financial projections for the City's water, sewer and sanitation funds, including an update of the rates to reflect projected revenue requirements. The study will also re-evaluate the overhead allocations to each of the three funds.

## Proposed Scope of Services

We will undertake the following tasks to meet the City's study objectives:

### Task 1: Project Orientation and Management

We will facilitate a Study Orientation kick off meeting with City representatives to assure mutual understanding of study objectives and finalize the study schedule.

### Task 2: Data Collection

The Willdan Team will develop a written data request identifying the data that will be needed in the preparation of this study. The types of data to be requested will include, but are not limited to:

- FY 2023-24 audited financials by detailed line item
- FY 2024-25 budgets (by line item) and other financial data;
- Capital improvement programs; and
- System growth projections.

The initial written data request will be submitted approximately one week after receiving notice to proceed on the project. Upon receiving the City's response(s) to the initial data request, Willdan will review, compile any questions or secondary data requirements.

### Task 3: Development of an Optimized Financial Plan

The Willdan Team will refine the customized financial planning model as a tool for the City to analyze the utility's

current and projected flow of funds and financial position under various scenarios. The model will include the following:

- Revenue analysis;
- Customer growth and demand projections;
- Operating expense projections; and
- Other revenue requirements. Non-operating revenue requirements will be identified and projected over the forecast period. A major component of these non-operating revenue requirements is principal and interest payments associated with outstanding and anticipated debt. We will also incorporate pertinent City fiscal policies, such as reserve requirements.

Once the revenue sufficiency model has been developed and calibrated, we will facilitate a decision support workshop with City representatives. During this meeting, we will review the baseline modeling results and interactively test various "what-if" scenarios to ensure that the model reflects the City's future financial position under the most realistic assumptions.

At the workshop, we will review the underlying data and assumptions in the model and begin testing various alternative assumptions. This will be accomplished using a "dashboard" of the model projected on screen, with the entire group observing and participating. This real-time feedback, with the use of clear graphical displays, allows the entire team to quickly understand the implications of alternative assumptions and either pursue the idea further or discard it and move on to another idea.

The process allows full participation by stakeholders in simulation exercises that quickly and effectively demonstrate the effect of alternative financial plans on the City's financial condition. Changes in various parameters such as operating and capital expenditures, reserve requirements, or customer growth rates can be evaluated in terms of resulting rate increases. Alternatively, certain levels of rate increases can be evaluated in terms of the resulting effect on the City to meet budgeted and projected costs, maintain reserves, comply with debt service coverage requirements, and maintain a generally sound financial condition.

## Task 4: Cost-of-Service Analysis

We will perform a cost-of-service analysis for all three utilities to ensure that the costs associated with water and sewer operations are allocated equitably to each customer class, to support the development of cost-based rates, and to aid in the development of financial plans for the future. The cost-of-service activities will be coupled with the revenue sufficiency and rate modeling tasks, so that the impact of changes in capital expenditures, O&M expenditures, growth projections, and other parameters on the cost-of-service can be determined.

This analysis will include gathering cost information associated with water and sewer rates and allocation to functions, classification and each existing customer class. We will also review the number and type of existing customer classes and make recommendations to add or consolidate customer classes, if necessary.

The allocation of sewer rates to customer classes will be conducted to estimate the cost of serving each customer class and to enable rate restructuring, as necessary, based on the service requirements. Costs will be allocated in accordance with industry standards.

### Classification of Costs

Operating and non-operating costs will be classified into functional components. Classification of costs into functional components will allow costs (including general and administrative costs) to be allocated between:

- Functional components within each service;
- Current and future customers;

- Separate geographic services areas, such as in/outside the City;
- Charges for special services ("miscellaneous fees and charges") and user fees; and
- Each customer class.

## Task 5: Rate Design Analysis

This task will involve modeling several alternative rate structures using the City's financial data and billing statistics to demonstrate the resulting customer impacts and to identify key issues associated with the new rates and charges.

Basic standards for rate design accepted by the industry are:

- **Revenue sufficiency –** rate revenue should provide sufficient income so that, when combined with other sources of funds, total system costs are covered.
- **Fairness and equity –** based on cost responsibility as reflected in cost-of-service allocations, in accordance with industry standards.
- **Administrative simplicity –** so that rates are understandable to customers and efficiently administered by staff.
- **Customer acceptance –** customers understand the rates, view them as fair, and consider them to be reasonable compared to other costs and other utilities.

Objectives such as equity and cost recovery are given in this type of analysis, but additional items such as customer acceptance and simplicity are often key concerns for stakeholders. While there are many common objectives, some objectives vary by utility, due to different operating conditions, such as previous responses to rate increases, customer class demographics, resource availability, growth pressures and socioeconomic conditions. Our analysis will help the City align rates in support of overall goals, with special attention to conservation based rates. Through the rate design process, we will update the existing rate structures for cost of service as well as developing one (1) additional rate structure alternative for each of water and sewer (a BOD based option). We will also examine the potential for construction hydrant meters. For sanitation we will explore the utilization of the City's opt-in program for recycling and the impact to rates.

## Task 6: Overhead Cost Allocation

The General Fund provides service to the City's Water, Sewer and Sanitation utilities. In this task the Willdan Team will work with the City to identify and appropriately allocate General Fund costs to each of the three utilities. The General Fund departments or cost centers that have a portion of their costs allocated to other departments or City services include:

- City Council
- City Clerk
- Legal
- Administration
- Information Technology
- Human Resources
- Finance
- Facilities Management
- Water Engineering

We will re-evaluate the current overhead cost allocations by updating the existing model for FY 2024-25 financials, FTEs and utility accounts and make recommendations for adjustments as appropriate. The revised allocations will be reflected in the financial plans developed in Task 3.

### Task 7: Drought Rates

The Willdan Team will work with the City to develop drought rates that can be implemented in the event that different drought stages are declared. A drought rate model will be developed and provided to the City to allow for drought rate alternatives.

### Task 8: Miscellaneous

In addition to the objectives in Tasks 3 through 7, the City has identified the following objectives to be reviewed and evaluated as part of the study:

- Best practices for minimum water storage credits
- Development of a separate storm drainage enterprise fund
- Water main replacement in OTS
- EPCOR sewer line emergency tie in project
- Loss of Microsoft as a customer
- Identify true cost for shut-offs of service
- PP for solar at WRF

### Task 9: Reports and Presentations

Taking a proactive role in communicating with stakeholders increases trust in the utility provider, improves the stakeholders' understanding of utility operations and services, and establishes a foundation for future positive relations within the community. During this task, we will develop presentation formats specifically tailored to the needs of the audience.

We stress clear, concise presentation of findings, using easily understandable terminology and clear, colorful graphics. Assigned staff is trained, skilled and experienced in managing difficult presentation environments at all organizational levels in a manner that results in the satisfaction of the audience's need for information. We recognize that the presentation of recommendations for rate increases and significant changes in rate structure can be difficult and must be managed with tact, confidence, and honesty. We will prepare 1 (one) version of the draft report (including 10 years of rates) for City staff comment. Once the City staff's comments have been compiled, we will revise and finalize the report.

## City Staff Responsibilities

Willdan recommends that the City assign a key individual as project manager. As our analyses is developed, it is expected that the City's appointed project manager will:

1) Coordinate responses to informational requests;
2) Coordinate review of work products; and
3) Identify appropriate staff members for participation in meetings and facilitate scheduling.

We will ask for responses to initial information, follow-up requests, and comments on reports within five business days or otherwise agreed upon timetable. If there are delays, the project manager will follow up with the parties involved to establish an estimated date for the delivery of information and/or feedback. To ensure continued progression, the project manager will reconvene with the rest of the Willdan Team to identify tasks that can be started while waiting for requested data.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## Municipal Advisor Project Disclaimer

The City of El Mirage further represents, acknowledges, and agrees that:

(i) The City uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

# Project Team

### Kevin Burnett – Project Manager

Mr. Burnett is a Senior Project Manager with 23 years of utility analysis experience. Mr. Burnett possesses extensive experience with utility rate and cost of service studies for retail and wholesale use. His project experience includes solid waste, water, sewer, reuse, and stormwater rate studies using state-of-the-art utility financial planning tools. He has developed both short and long-term financial plans for utilities of all sizes – including regional water authorities and regional sewer providers with individual wholesale service contracts.

### Pat Walker – Co-Project Manager/Local Liaison

With more than 40 years of experience in local government and municipal finance, Ms. Walker has provided a broad array of management and financial planning services. She served the City of Chandler, Arizona for 23 years as Chief Financial Officer. In this role, she developed numerous budgets, user and impact fee studies, financial models, and capital financing plans. In 2007, Ms. Walker became a municipal management and financial consultant to cities,

towns, and utilities across the country. In 2012, she formed Pat Walker Consulting LLC to continue her consulting work to municipalities. Ms. Walker has teamed with Mr. Burnett for over20 years preparing water and sewer capacity fee, rate studies and impact fees. Ms. Walker has extensive experience presenting and facilitating meetings before Councils, City staff, and formal/informal stakeholder groups in a community.

### Michael Cronan – Analyst

Mr. Cronan is a senior analyst within Willdan's Financial Consulting Services group, his primary function is to support project managers and senior analysts with utility rate studies, cost allocation plans and user fee studies, and in the formation of special tax districts**.** He specializes in analysis for a variety of clients, including cities, water districts, public utilities, and school districts.

## Fee Estimate

On the basis of the Scope described herein, total billings will not exceed $51,640.

Willdan appreciates this opportunity to submit our proposal and qualifications. If you have any questions, please feel free to contact me at kburnett@willdan.com or (303) 990-4616.

Very truly yours,

**WILLDAN FINANCIAL SERVICES**

Jeff McGarvey
Vice President / Managing Principal

Kevin Burnett
Senior Project Manager

The terms of this proposal are accepted.

## CITY OF EL MIRAGE, ARIZONA

**Signature:** _____

**Title:** _____

**Date:** _____

AGENDA ITEM 5. 5.

City of EL MIRAGE Arizona

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## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/19/2024 | **TYPE OF ACTION:** Other | **SUBJECT:** Consideration and action to approve a final plat to accept and record public utility and access easements for a 58.6-acre industrial property at 13500 West Olive Avenue, El Mirage, Arizona 85335 Submitted by Centerpoint Consulting LLC. (Development Services - Planning and Zoning) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Jose Macias, Senior Planner |

**RECOMMENDATION:**

Approve a final plat to accept and record public utility and access easements for a 58.6-acre industrial property at 13500 West Olive Avenue, El Mirage, Arizona 85335 Submitted by Centerpoint Consulting LLC.

**PROPOSED MOTION:**

I move to approve the final plat and record the public utility and access easements as presented.

**BACKGROUND:**

The applicant is requesting the approval of a final plat on Olive Avenue for the CarMax 58.6-acre property to dedicate and record public utility and access easements. City staff reviewed the application and found it to have no deficiencies. Per zoning code §155.080.F., action is required by the City Council for the final plat to be accepted and recorded.

**Attachments**

Application

Final Plat

City of EL MIRAGE Arizona
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# CITY OF EL MIRAGE
# DEVELOPMENT APPLICATION FORM

Official Use

Case No: PZ23-07-11 Date Received: 07.05.23 P&Z Meeting: --/--/----

CC Meeting: TBD

**PURPOSE**

Development Applications are reviewed by the Technical Advisory Committee (TAC) with the intent to provide the applicant specific information in preparation to meeting the City's technical standards and requirements for the proposed development project. Information provided by TAC is based on applicant submittals and should be considered actual and detailed in nature.

**ACTION REQUESTED** (Check one)

___ Conditional Use Permit
___ General Plan Amendment: ___ Major __ Minor
___ Planned Area Development (PAD)
___ Planned Area Development Amendment
___ Rezoning
___ Site Plan Approval
___ Site Plan Amendment
___ Preliminary Plat
X Final Plat
___ Other: _____

**PROPERTY INFORMATION:**

Name of Project: CarMax Wholesale Auction and Production Center Acreage: 58.631

Property Address/Location: 13500 West Olive Avenue, El Mirage, AZ

Assessor's Parcel Number: 509-18-973, 509-18-979

**APPLICANT / OWNER INFORMATION:**

| | | | |
|---|---|---|---|
| Applicant: | Centerpoint, John Thatcher | Owner: | CarMax, Josh Abig |
| Address: | 1626 Cole Blvd, Suite 125 | Address: | 12800 Tuckahoe Creek Parkway |
| City/ST/Zip: | Lakewood, CO, 80401 | City/ST/Zip: | Richmond, VA, 23238 |
| Phone: | 720-800-3355 | Phone: | 804-747-0422 |
| Email: | jthatcher@centerpoint-is.com | Email: | josh_abig@carmax.com |
| Signature: | | Signature: | |
| (Agreement to act as agent for owner) | | (Authorization for agent to act for owner) | |

___ Application Form
___ Comprehensive Site Plan
___ Exterior Elevation
___ Deed and/or Title Report
___ Drainage Report
___ A.L.T.A. Survey
___ Phase I Environment Site Assessment
___ Preliminary Sewer Report
___ Preliminary Water Report
___ Traffic Impact Study
___ Preliminary Landscape Plans
___ Filing Fee (see Fee Schedule)

# FINAL PLAT FOR CARMAX WHOLESALE AUCTION AND PRODUCTION CENTER

LOCATION #4023

13500 WEST OLIVE AVENUE

CITY OF EL MIRAGE, ARIZONA

A REPLAT OF LOTS 3 AND 13 OF A REPLAT OF LOT 3 AND LOT 1 CENTERPOINT AND COPPERWING AS RECORDED IN BOOK 1642 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION

KNOWN ALL MEN BY THESE PRESENTS: CARMAX AUTO SUPERSTORES, INC, A VIRGINIA CORPORATION, AS OWNER HAS SUBDIVIDED UNDER THE NAME "CARMAX WHOLESALE AUCTION AND PRODUCTION CENTER" A REPLAT OF LOTS 3 AND 13 OF A REPLAT OF LOT 3 AND LOT 1 CENTERPOINT AND COPPERWING AS RECORDED IN BOOK 1642 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS THE PLAT OF "CARMAX WHOLESALE AUCTION AND PRODUCTION CENTER" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF ALL LOTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. CARMAX AUTO SUPERSTORES, INC, A VIRGINIA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS, AND ALL EASEMENTS EXCLUDING THE CHANNEL EASEMENT AS SHOWN HEREON, UPON OFFICIAL ACCEPTANCE BY THE CITY.

THE PROPERTY OWNER IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES.

ALL WATER, SANITARY SEWER AND STORM DRAIN WITHIN THE PROPERTY ARE PRIVATE UNLESS NOTED OTHERWISE. THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THESE PRIVATE UTILITY MAINS, SERVICES AND RELATED APPURTENANCES.

CARMAX AUTO SUPERSTORES, INC, A VIRGINIA CORPORATION, AS OWNER, HEREBY CERTIFIES THE FOLLOWING:

1. THAT RULES AS MAY BE ESTABLISHED BY THE MARICOPA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES RELATING TO THE PROVISION OF DOMESTIC WATER SUPPLY AND SANITARY SEWER DISPOSAL HAVE BEEN FOLLOWED AS APPLICABLE.
2. THAT THE REQUIREMENTS OF THE EL MIRAGE ZONING ORDINANCE AND THE CITY OF EL MIRAGE DESIGN & DEVELOPMENT STANDARDS MANUAL HAVE BEEN ADDRESSED AND FOLLOWED AS APPLICABLE.

IN WITNESS WHEREOF, CARMAX AUTO SUPERSTORES, INC, A VIRGINIA CORPORATION, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF

_____, ITS _____
THEREUNTO DULY AUTHORIZED

THIS _____ DAY OF _____, 20___.

BY: _____

_____

_____

FOR: CARMAX AUTO SUPERSTORES, INC, A VIRGINIA CORPORATION, AS OWNER

## ACKNOWLEDGEMENT

STATE OF _____ )
)
)SS
COUNTY OF _____ )

BEFORE ME THIS _____ DAY OF _____, 20___, THAT _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE DULY AUTHORIZED OFFICER OF CARMAX AUTO SUPERSTORES, INC, A VIRGINIA CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE AS SUCH, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

IN WITNESS HEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____ MY COMMISSION EXPIRES:_____

NOTARY PUBLIC

## FLOOD ZONE CERTIFICATION

THIS IS TO CERTIFY THAT THIS PROPERTY IS LOCATED WITHIN THE ZONE "X" (SHADED) FLOOD HAZARD AREA PER FIRM MAP PANEL NUMBER 04013–C1680 L DATED 10/16/2013, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

ZONE "X" (SHADED) AS DEFINED BY FEMA IS:
AREAS OF 0.02% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

## NOTICE OF MILITARY OVER FLIGHTS

THIS SUBDIVISION LIES WITHIN THE VICINITY OF A MILITARY AIRPORT AS DESCRIBED IN SECTION 28–8481 OF THE ARIZONA REVISED STATUES AND IS SUBJECT TO DIRECT OVER FLIGHTS AND NOISE BY JET AIRCRAFT. FOR MORE INFORMATION CONTACT LUKE AIR FORCE BASE.

## BENCHMARK

THE SOUTHEAST CORNER OF SECTION 27 TOWNSHIP 3 NORTH, RANGE 1 WEST, FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, DOWN 0.5'.

ELEVATION: 1093.586 (NAVD88).

## OWNER

CARMAX AUTO SUPERSTORES, INC.
12800 TUCKAHOE CREEK PARKWAY
RICHMOND, VIRGINIA 23238
PHONE: (804) 747–0422
CONTACT: KEITH HENDERSON
EMAIL: KEITH.W.HENDERSON@CARMAX.COM

## ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264–6831
FAX: (602) 264–0928
CONTACT: DOUGLAS W. CHUBIN, P.E.
EMAIL: DCHUBIN@CVLCI.COM

## BASIS OF BEARING

BASIS OF BEARING: ARIZONA STATE PLANE CENTRAL ZONE, GRID NORTH, BASED ON GPS OBSERVATION.

## PLAT CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF TWO (2) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2022, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY:_____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)–264–6831
CVLSURVEY@CVLCI.COM

## ZONING

CURRENT: EI/PAD (EMPLOYMENT/INDUSTRY)/(PLANNED AREA DEVELOPMENT) WITHIN FEDERAL LUKE AIR FORCE BASE ACCIDENT POTENTIAL ZONE II

## LEGAL DESCRIPTION

LOT 3 AND 13 OF A REPLAT OF LOT 3 AND LOT 1 CENTERPOINT AND COPPERWING AS RECORDED IN BOOK 1642 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE BRASS CAP IN HAND HOLE MARKING THE SOUTHEAST CORNER OF SAID SECTION 27, FROM WHICH THE CALCULATED POSITION OF THE EAST QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 00°06'25" EAST, A DISTANCE OF 2617.02 FEET;

THENCE NORTH 89°14'32" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2622.92 FEET TO THE BRASS CAP IN HAND HOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 27;

THENCE NORTH 00°03'43" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 747.24 FEET;

THENCE SOUTH 89°01'02" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 600.08 FEET;

THENCE NORTH 00°03'43" EAST, A DISTANCE OF 298.00 FEET;

THENCE SOUTH 89°08'33" EAST, A DISTANCE OF 2023.74 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°06'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1039.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,553,969 SQUARE FEET OR 58.631 ACRES, MORE OR LESS.

## ARCHITECT

PIEPER O'BRIEN HERR ARCHIECTS
3000 ROYAL AVENUE SOUTH
ALPHARETTA, GEORGIA 30022
PHONE: (770) 569–1706
CONTACT: JOSEPH FLOURNOY
EMAIL: JOSEPH.FLOURNOY@POHARCHITECTS.COM

## APPROVAL BY CITY PLANNING & ZONING COMMISSION

THE FINAL PLAT HAS BEEN REVIEWED AND APPROVED BY THE CITY OF EL MIRAGE PLANNING AND ZONING COMMISSION ON THE _____ DAY OF _____, 20___.

_____ PLANNING AND ZONING COMMISSION CHAIRPERSON

_____ PLANNING DIRECTOR

## APPROVAL OF CITY ENGINEER

DATA ON THIS PLAT REVIEWED AND APPROVED ON THIS _____ DAY OF _____, 20_____, BY THE CITY ENGINEER OF EL MIRAGE, ARIZONA

BY:_____
CITY ENGINEER

## APPROVAL BY CITY COUNCIL

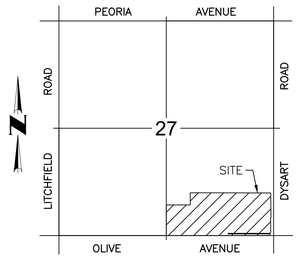
APPROVED BY THE CITY COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, THIS _____ DAY OF _____, 20_____.

BY: _____ MAYOR ATTEST:_____ CITY CLERK

## NOTES

1. NO CONSTRUCTION OF ANY KIND SHALL BE PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS.
2. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 13 KVA, CABLE T.V., TELECOMMUNICATIONS, FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN THE PROPERTY INCLUDING ALL TRACTS, EASEMENTS AND RIGHTS–OF–WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30–INCHES IN HEIGHT OR BELOW 84–INCHES ARE PERMITTED.
6. THIS DEVELOPMENT IS LOCATED WITHIN THE EPCOR WATER SERVICE AREA. ADWR #86–002344.0002
7. THIS DEVELOPMENT IS LOCATED WITHIN THE EPCOR SEWER SERVICE AREA.
8. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
9. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. DYSART ROAD AND OLIVE AVENUE ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF EL MIRAGE.
10. THIS DEVELOPMENT IS LOCATED IN THE VICINITY OF A RAILROAD.
11. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION BE PLANTED, NOR BE ALLOWED TO GROW WITHIN THE CHANNEL EASEMENT OR TRACT, WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
12. ALL LANDSCAPING AND IRRIGATION INSTALLED AS PART OF THIS PROJECT, INCLUDING WITHIN THE CITY'S RIGHT OF WAY, SHALL BE MAINTAINED BY THE PROPERTY OWNER UNLESS NOTED OTHERWISE.
13. VEHICLE NON–ACCESS EASEMENT (VNAE) MAY ALLOW ACCESS BY MAINTENANCE VEHICLES AND MAY BE REVISED AT A LATER DATE SUBJECT TO REVIEW BY THE CITY FOR A SPECIFIC DRIVEWAY LOCATION.
14. ACCESS EASEMENT IS DEFINED FOR THE BENEFIT OF CONTINUING EMERGENCY ACCESS TO THE CIVES CORPORATION PARCEL (APN 509–18–969).

**COUNTY RECORDER**




VICINITY MAP
(NOT–TO–SCALE)

## LEGEND

- SECTION CORNER – FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION – SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION – SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION – SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" – MODIFIED (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID–SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- (1) SHEET NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICLE NON–ACCESS EASEMENT
- 20'x20' SIGHT VISIBILITY TRIANGLE (S.V.T.) DEDICATED HEREON
- 33'x33' SIGHT VISIBILITY TRIANGLE (S.V.T.) DEDICATED HEREON
- S.W.E. SIDEWALK EASEMENT DEDICATED HEREON
- AC. ACRES
- L1 LINE NUMBER
- C.S. CORNER OF SUBDIVISION
- R/W RIGHT–OF–WAY DEDICATED HEREON UNLESS OTHERWISE NOTED
- EX. EXISTING
- M.C.R. MARICOPA COUNTY RECORDER
- DOC.# DOCUMENT NUMBER
- ESMT EASEMENT
- B.C.H.H. BRASS CAP IN HAND HOLE

| LAND USE TABLE | | |
|---|---|---|
| LAND USE AREAS | SQUARE FEET | ACRES |
| PARCEL 1 | 2,309,557 | 53.020 |
| RIGHT OF WAY | 244,412 | 5.611 |
| TOTAL GROSS AREA | 2,553,969 | 58.631 |

GROSS AREA = 58.631 ACRES

SEE SHEET 2 FOR LINE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

CARMAX WHOLESALE AUCTION AND PRODUCTION CENTER
CITY OF EL MIRAGE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 8-31-23
ARIZONA U.S.A.

SHEET 01 OF 02

CVL Contact: DOUG CHUBIN
CVL Project #: 01-0390501
PREPARED ON 7/19/2023

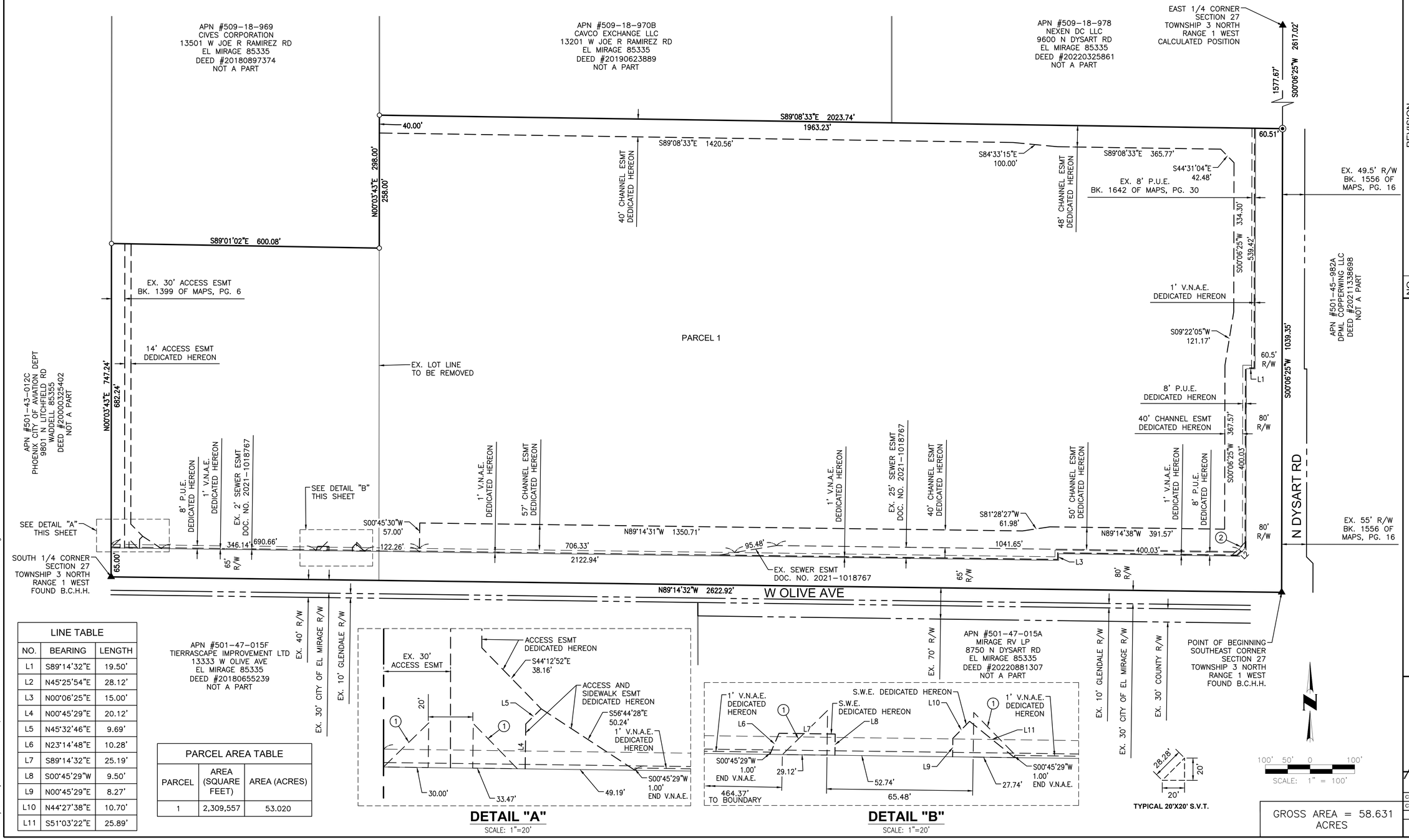
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Printed By: Dominique Print Date: June 4, 2024 Filename: N:\01\0390501\CADD\Parcel\DS.CM.FPLAT.01.dwg

# FINAL PLAT FOR CARMAX WHOLESALE AUCTION AND PRODUCTION CENTER

A REPLAT OF LOTS 3 AND 13 OF A REPLAT OF LOT 3 AND LOT 1 CENTERPOINT AND COPPERWING AS RECORDED IN BOOK 1642 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA

**COUNTY RECORDER**




| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | S89°14'32"E | 19.50' |
| L2 | N45°25'54"E | 28.12' |
| L3 | N00°06'25"E | 15.00' |
| L4 | N00°45'29"E | 20.12' |
| L5 | N45°32'46"E | 9.69' |
| L6 | N23°14'48"E | 10.28' |
| L7 | S89°14'32"E | 25.19' |
| L8 | S00°45'29"W | 9.50' |
| L9 | N00°45'29"E | 8.27' |
| L10 | N44°27'38"E | 10.70' |
| L11 | S51°03'22"E | 25.89' |

| PARCEL AREA TABLE | | |
|---|---|---|
| PARCEL | AREA (SQUARE FEET) | AREA (ACRES) |
| 1 | 2,309,557 | 53.020 |

**DETAIL "A"**
SCALE: 1"=20'

**DETAIL "B"**
SCALE: 1"=20'

**TYPICAL 20'X20' S.V.T.**

GROSS AREA = 58.631 ACRES


CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com


DATE | REVISION | NO.

**Coe & Van Loo Consultants, Inc.**

FINAL PLAT

CARMAX WHOLESALE AUCTION AND PRODUCTION CENTER
CITY OF EL MIRAGE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 6-04-24
ARIZONA U.S.A.

SHEET 02 OF 02

CVL Contact: DOUG CHUBIN
CVL Project #: 01-0390501
PREPARED ON 7/19/2023


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AGENDA ITEM 5. 6.

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/15/2024 | **TYPE OF ACTION:** Application | **SUBJECT:** Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY2025 Victims' Rights Program in the amount of $12,100 for the **El Mirage Police Department** and authorize Finance to make the necessary budget transfers. (Police/Grants) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Martina Longoria, Grants Program Coordinator |

**RECOMMENDATION:**

Approve acceptance of the award agreement from the State of Arizona Office of the Attorney General for the FY2025 Victims' Rights Program in the amount of $12,100 for the **El Mirage Police Department** and authorize Finance to make the necessary budget transfers.

**PROPOSED MOTION:**

I move to accept the award agreement from the Arizona Office of the Attorney General as presented.

**BACKGROUND:**

These funds support the Victim Advocate position through awarding funds to the El Mirage Police Department.

**BUDGETED:** Yes **SUFFICIENT FUNDS:** Yes

**CIP:** No **MULTI-YEAR:** No

**Fiscal Impact**

**AMOUNT REQUESTED:** $12,100

**FISCAL YEAR:** FY2025

**ACCOUNT TO BE CHARGED:** 149-4-1232-218

**Attachments**

VRP Award Agreement FY2025

# State of Arizona
# Office of the Attorney General
# FY 2025 Victims' Rights Program
## AWARD AGREEMENT
## A.G. #: 2025-042

RECIPIENT

| | |
|---|---|
| *Name:* | El Mirage Police Department |
| *Contact:* | adaly Anaya |
| *Address:* | 12401 W. Cinnabar Avenue, El Mirage, AZ 85335 |
| *Award Amount:* | $12,100.00 |
| *Purpose:* | To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Non-County Law Enforcement (No Custodial) as an entity type. |

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2024, by and between the Arizona Attorney General, and the El Mirage Police Department, the "Contractor", to commence on July 1, 2024 and terminate June 30, 2025. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown $12,100.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7

B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims ' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved $12,100.00 award budget as follows:

Personnel: $9,680.00 ERE/Benefits: $2,420.00

Title: Victim Advocate Percent: 20%

Consulting: $0.00

Operating: $0.00

Equipment: $0.00

C. To complete and submit, on or before August 08, 2025, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2025 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract . Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement , the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem , the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.

D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years , at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 08, 2025, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.

E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation . If funds are not allocated and available for the continuance of this Agreement , this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised , and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

F. Any and all award funds not expended by June 30, 2025, will be returned to the Attorney General.

G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written .

**FOR THE ATTORNEY GENERAL:** _____ Cindy Palmer, Procurement Manager _____ Date:

**FOR THE CONTRACTOR:**

J. Crystal Dyches — Authorized Signature

8/8/2024 — Date:

J. Crystal Dyches, City Manager — Printed Name and Title

**ATTEST:**

Clerk of the Governing Board *(if applicable)* _____ Date:

**APPROVED AS TO FORM:**

Legal Counsel *(if applicable)* _____ Date:

AGENDA ITEM 5. 7.

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/15/2024 | **TYPE OF ACTION:** Application | **SUBJECT:** Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY25 Victims' Rights Program in the amount of $12,100 for the **El Mirage City Prosecutor's Office** and authorize Finance to make the necessary budget transfers. (Police/Grants) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

**TO:** Mayor and Council

**FROM:** Martina Longoria, Grants Program Coordinator

**RECOMMENDATION:**

Approve acceptance of the award agreement from the State of Arizona Office of the Attorney General for the FY25 Victims' Rights Program in the amount of $12,100 for the **El Mirage City Prosecutor's Office** and authorize Finance to make the necessary budget transfers.

**PROPOSED MOTION:**

I move to approve acceptance of the award agreement from the State of Arizona Office of the Attorney General as presented.

**BACKGROUND:**

The funds support the Victim Advocate position through awarding funds to the City Prosecutor's Office.

**BUDGETED:** Yes **SUFFICIENT FUNDS:** Yes

**CIP:** No **MULTI-YEAR:** No

**Fiscal Impact**

**AMOUNT REQUESTED:** $12,100

**FISCAL YEAR:** FY2025

**ACCOUNT TO BE CHARGED:** 149-4-1232-218

**Attachments**

VRP Award Agreement FY2025

# State of Arizona
# Office of the Attorney General
# FY 2025 Victims' Rights Program
## AWARD AGREEMENT
## A.G. #: 2025-045

RECIPIENT

| | |
|---|---|
| *Name:* | El Mirage City Prosecutor's Office |
| *Contact:* | adaly Anaya |
| *Address:* | 12401 W. Cinnabar Avenue, El Mirage, AZ 85335 |
| *Award Amount:* | $12,100.00 |
| *Purpose:* | To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type. |

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2024, by and between the Arizona Attorney General, and the El Mirage City Prosecutor's Office, the "Contractor", to commence on July 1, 2024 and terminate June 30, 2025. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown $12,100.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7

B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved $12,100.00 award budget as follows:

Personnel: $9,680.00 ERE/Benefits: $2,420.00

Title: Victim Advocate Percent: 20%

Consulting: $0.00

Operating: $0.00

Equipment: $0.00

C. To complete and submit, on or before August 08, 2025, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2025 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.

D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 08, 2025, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.

E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

F. Any and all award funds not expended by June 30, 2025, will be returned to the Attorney General.

G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

**FOR THE ATTORNEY GENERAL:** _____ Cindy Palmer, Procurement Manager _____ Date:

**FOR THE CONTRACTOR:**

J C Dyches — Authorized Signature

8/8/2024 — Date:

J. Crystal Dyches City Manager — Printed Name and Title

**ATTEST:**

_____ Clerk of the Governing Board *(if applicable)*

_____ Date:

**APPROVED AS TO FORM:**

_____ Legal Counsel *(if applicable)*

_____ Date:

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/14/2024 | **TYPE OF ACTION:** Agreement | **SUBJECT:** Consideration and action to approve the El Mirage Police Department's participation in providing the Maricopa Community College District with Law Enforcement instructors, on a shared basis with other West Valley police agencies, to teach various required AZPOST training modules for police recruits (Police). |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Paul Marzocca, Police Chief |

**RECOMMENDATION:**

Approve the El Mirage Police Department's participation in providing the Maricopa Community College District with Law Enforcement instructors, on a shared basis with other West Valley police agencies, to teach various required AZPOST training modules for police recruits.

**PROPOSED MOTION:**

I move to approve the Educational Service Agreement as presented.

**BACKGROUND:**

The Department has been heavily involved, along with all west side law enforcement agencies, in starting a West Valley Law Enforcement Training Academy hosted by the Maricopa Community College District. Currently, there is a high demand for slots, which have become quite difficult to obtain at the Maricopa County Sheriff's Office Academy. Having a West Valley Academy will serve El Mirage's needs as well as other neighboring agencies. Each participating law enforcement agency would provide law enforcement instructors on a shared basis to teach various required AZPOST training modules for police recruits to become certified law enforcement officers. These are not full-time instructor positions; in fact, there are very limited encumbered hours each agency will teach, as all agencies will be sharing instructors. Each agency providing instructors eliminates the Maricopa Community College District from hiring instructors and passes along the cost for them to each agency for each enrolled recruit.

**Attachments**

Agreement

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**
2411 West 14th Street, Tempe, AZ 85281–6942

# EDUCATIONAL SERVICES AGREEMENT

*Credit Courses (Wash)*

This Educational Services Agreement for Credit Courses (Wash) ("Agreement") is between Maricopa County Community College District ("MCCCD"), a political subdivision of the State of Arizona for **GLENDALE COMMUNITY COLLEGE, PUBLIC SAFETY SCIENCES** ("College"), and **CITY OF EL MIRAGE, ARIZONA. FOR AND ON BEHALF OF THE EL MIRAGE POLICE DEPARTMENT** ("Contractor"), a/an , Arizona municipal, located at **10000 N EL MIRAGE, AZ 85335**, for the provision of certain educational services within the State of Arizona.

## BACKGROUND

**A.** Contractor is a business or non-profit organization whose primary business is described as follows: **Municipal Law Enforcement**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of College's courses to its:

☒ Employees ☐ Members [1] ☐ Non-Members[2] ☐Apprentices[3]

**B.** Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College's credit courses ("Courses"). College will provide those who successfully complete the Courses ("Students") with college credit under the terms specified in this Agreement.

## AGREEMENT

The parties agree as follows:

**1. Duration**. This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire FIVE YEARS FROM THE EFFECTIVE DATE unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.

**2. Responsibilities.**

**2.1.** Standards for Instruction, Course Content and Federal Financial Aid. For purposes of accreditation, all curriculum, coursework, and instruction is under the control of College.

**2.1.1.** *Maintenance of MCCCD and College Standards*. Contractor will provide instructors for the Courses to be offered for College credit. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching in the same field. Please refer to MCCCD's Faculty Minimum Hiring Qualifications website for AJS/LET Instructor requirements: Faculty Minimum Hiring Qualifications | Tableau Public. College will maintain records demonstrating that the instructors meet MCCCD's and College's standards for faculty. Contractor will promptly advise College of any changes to an instructor's qualifications. College will provide regular oversight of the instruction for each Course through on-site visits to ensure that Course delivery maintains MCCCD's and College's

[1] See limitation in Paragraph 4.3.1.
[2] See limitation in Paragraph 4.3.1.
[3] Apprenticeship programs are limited to GateWay Community College.

standards. College will award students that successfully complete a qualifying Course with College credit, but it not obligated to award College credit where it determines that the instructor does not meet MCCCD's and its standards.

**2.1.2.** *Maintenance of Course Content*. College will regularly evaluate the Courses to ensure that they meet MCCCD's and College's strict curriculum content standards through activities such as review of each Course description, learning objectives, syllabus, materials, texts and other educational resources ("Course Resources") used for that Course. Contractor will promptly notify College of any revisions to Course Resources so that College may determine whether the Course will continue to meet MCCCD's and College's standards. College will award students that successfully complete a qualifying Course with College credit, but it not obligated to award College credit where it determines that the Course Resources do not meet MCCCD's and its standards.

**2.1.3.** *Instructors Not Employees.* Notwithstanding College's oversight of instructor's participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor's Worker's Compensation insurance coverage for these activities of the instructor. Instructors will not be employees of the College, and will not be entitled to any of the financial benefits to which adjunct faculty-employees are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees that are entitled.

**2.1.4.** *Title IV Financial Aid*. Student in the Courses will not be entitled to Title IV federal financial aid.

**2.2.** Sites. The Courses will be taught by the party identified in Paragraph 2.1.1 at College's facilities. Contractor can occasionally teach on GCC pre-approved off-site locations, such as contractors' city facilities.

**2.3.** Registration. College will be responsible for registering the Students for the Courses.

**2.4.** If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCD or the College to disclose such information. Contractor will promptly notify MCCCD at protectprivacy@maricopa.edu if it has reason to believe that an unauthorized disclosure of Students' educational records has occurred. Contractor acknowledges that MCCCD must designate it as an "other school official" under FERPA. Contractor will limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCD and Contractor to release the information according to the authorization.

**2.5.** If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.

**2.6.** If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCD and College.

## 3. Evaluation of Curriculum and Instructional Services.

**3.1.** College will re-evaluate Contractor's curriculum and, if applicable, Instructional Services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.

**3.2.** If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person will be the Law Enforcement Training Academy (LETA) program director or the Public Safety Sciences Department Chair.

**3.3.** If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCD enterprise identification and Student Information System numbers so that they may access Canvas and the Faculty Center of MCCCD's Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 18.

**3.4.** Contractor instructors or staff will not have access to MCCCD's technology systems beyond that described in Paragraph 3.3

**3.5. Contractor's Instructional Services may not be subcontracted.**

**4. Billing for Tuition, Facilities and Instructional Services.**

**4.1. Billing for Tuition, Facilities and Instructional Services.** For each Student enrolled in a Course, Contractor is financially responsible for all tuition and applicable fees according to MCCCD's current approved Tuition and Fee Schedule. For each Course, College is financially responsible for facilities rental and instructional services. The parties acknowledge that the value of the tuition for the Courses completed by Contractor employees/students is substantially equivalent to the value of the instructional services, technology and facilities provided by Contractor. Since both parties receive a substantially equivalent benefit under this Agreement, the parties will not exchange invoices for tuition.

4.2. **Payments Between the Parties.** Contractor or student will pay all appropriate registration fees and course equipment fees, which includes required texts. College will invoice contractor for:

**4.2.1.**Current Registration fee (as of July 1, 2024, registration fee is $15.00)

4.2.2.Course fees and books as appropriate (approximately $175 as of July 1, 2024)

**5. Termination.**

**5.1.** Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.

**5.2.** MCCCD and College may terminate this Agreement under ARS § 38-511 for a conflict of interest.

**6. Indemnification.**

**6.1. Non-Public Entities.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney

fees and court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

**6.2.** **Public Entities.** Each party (as 'indemnitor') agrees to defend, indemnify, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**7. Record and Data Retention, Ownership, Access and Decommissioning.**

**7.1.** As a political subdivision of the state of Arizona, MCCCD and College are subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to ARS § 41-151.12, MCCCD and College must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor's hosted system will have the ability to:

**7.1.1.** Archive records according to variable time periods/life cycles;

**7.1.2.** Search and retrieve records based upon content;

**7.1.3.** Place a litigation hold on records to ensure that they are not deleted;

**7.1.4.** Grant direct access to MCCCD and/or College for its own search and production of records;

**7.1.5.** Preserve meta data;

**7.1.6.** Produce electronic records in their native format; and

**7.1.7.** Comply with the Americans with Disabilities Act.

**7.2.** MCCCD owns all of the records and data of which Contractor has custody on MCCCD's and College's behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized MCCCD representative. Contractor will work with MCCCD to transfer all of MCCCD's and College's records and data to MCCCD on the termination or expiration of this Agreement**.**

**7.3.** Contractor agrees to provide MCCCD and College access to records and Confidential Information that Contractor holds or uses on behalf of MCCCD and/or College upon written request of MCCCD and/or College with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCD and will maintain a record of those changes.

**7.4.** Contractor agrees to maintain, and provide to MCCCD and/or College if requested, a record of when and to whom Confidential Information is disclosed.

**7.5.** MCCCD agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.

**7.6.** Confidential Information of MCCCD will be returned to MCCCD or securely destroyed promptly upon request of MCCCD without retaining any copies thereof, with any destruction confirmed in writing by receiving Party, except to the extent copies are required by law to remain with Contractor.

**8.** **Insurance.** Each party agrees to maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

Maricopa Community Colleges | ATTN: Contracts Counsel
2411 W. 14th Street | Tempe, AZ 85281-6942 | or by email to: contracts.counsel@domail.maricopa.edu

The insurance policies, except Worker's Compensation must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

*Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.*

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

**Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action**.

**A.** **Commercial General Liability (CGL) – Occurrence Form**
Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Property $50,000[4]
- Each Occurrence $1,000,000

**B.** **If applicable, Commercial Auto Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

[4] Limit can change depending on the type of risk.

C. **If applicable, Worker's Compensation** insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

**9.** **Nondiscrimination.** The Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.

**10.** **Disability Guidelines.** If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

**11.** **Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCD's sovereign immunity.

**12.** **Funds Unavailable.** MCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. MCCCD shall give District prompt written notice after it knows that funding will not be available.

**13.** **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

**14.** **Use of MCCCD/College Logo or Name.** Contractor may only use MCCCD's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCD or College.

**15.** **Contractor Professionalism.**

**15.1.** Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.

**15.2.** Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.

**16.** **Independent Contractor Certification.** By signing this Agreement, Contractor certifies that it is an independent contractor. Contractor's employees or contractors will not, at any time, be employees or contractors of MCCCD or the College. Contractor will be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.

**17.** **Legal Worker Requirements.** To the extent applicable under ARS § 41-4401, Contractor verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, MCCCD advises that it is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to MCCCD to ensure compliance.

**18.** **Confidential Information Defined**. Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to our uniquely identifies students, employees, agents or other MCCCD constituents, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCD employees and students, protected health information , and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCD such as institutional financial and performance records.

**19.** **Obligations to Protect Confidential Information and Other Assets**.

19.1. Contractor agrees that Confidential Information provided to it or to which it may have access under this Agreement will be used only and exclusively to support performance of this Agreement and not for any other purpose.

19.2. Contractor's instructors, employees, or agents who have access to MCCCD's network, facilities, data, or Confidential Information (collectively, "MCCCD Assets") may not have access until they have received MCCCD's privacy and security training.

19.3. At all times during this Agreement, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Contractor will supply the appropriate MCCCD representative with copies of those policies and plans upon request**.**

19.4. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCCD representative with copies of those policies upon request**.**

19.5. Contractor will inform MCCCD by sending an email to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCD may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. Contractor will provide as many details as it has available in the notice about the nature of matter and will update MCCCD as more information becomes available.

19.6. Contractor will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff, directors or agents including but not limited to drafting and mailing of notifications; call center services, forensic investigation services, and credit monitoring.

19.7. If Contractor, its employees, or any tier of Contractor's agent(s) in the performance of this Agreement maintains Confidential Information on its technology, Contractor warrants and confirms that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

19.8. MCCCD owns all of the records and data of which Contractor may have custody on MCCCD's behalf including Confidential Information. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized MCCCD representative. Contractor will work with MCCCD to transfer all of MCCCD's records and data to MCCCD on the termination or expiration of this Agreement. Regarding Confidential Information, Contractor will return that information or securely destroyed it promptly as directed by MCCCD without retaining any copies thereof, with any destruction confirmed in writing by the Contractor, except to the extent copies are required by law to remain with or.

19.9. Contractor agrees to provide MCCCD access to MCCCD records and data including Confidential Information that Contractor holds or uses on behalf of MCCCD upon written request of MCCCD with reasonable advance notice.

19.10. Contractor agrees to maintain, and provide to MCCCD if requested, a record or when and to whom Confidential Information is disclosed.

**MCCCD**
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

Signature: _____

Name
Title

Date: _____

**CONTRACTOR**
Name of Contractor

Signature: _____

Name J. Crystal Dyches
Title City Manager

Date: _____

Address: 10000 N El Mirage Rd

El Mirage, AZ 85335

Email: cdyches@elmirageaz.gov

**OTHER APPROVALS** (if necessary)

Signature: _____

Name Sharon Antes
Title City Clerk

Date: _____

Approved as to form:

_____
Justin Pierce, City Attorney

MARICOPA COMMUNITY COLLEGES

# Privacy and Security Questionnaire for Screening

*Replaces the Requester Due Diligence Questionnaire (RDDQ)*

1. Outside party (vendor/contractor/company)

   El Mirage Police Department

2. Will the product, service, or solution of an outside party (non-MCCCD) involve the processing, review, maintenance, retention, or use of MCCCD **Confidential Information** by that or any other outside party?
   ■ yes ☐ no

   ***Confidential Information*** *refers to any non-publicly available data or information in all forms collected, stored, or maintained that encompasses information that is personal to or uniquely identifies students, employees, agents, or other MCCCD constituents, including but not limited to information that is protected by law or regulation.*

   *Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCD employees and students, protected health information, and other personally identifiable information.*

   *Applicable laws related to confidential information include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm–Leach–Bliley Act (GLBA aka Financial Services Modernization Act of 1999), Payment Card Industry Data Security Standard (PCI DSS), and applicable state laws.*

3. Will the product, service, or solution involve hosting by an outside party (i.e. off-site storage or cloud-based hosting by one or more non-MCCCD parties) of MCCCD Confidential Information? ☐ yes ■ no

4. Will any outside party have **access** to servers, systems, networks or have access to other manners of storing or displaying MCCCD Confidential Information (i.e. paper files and documentation, electronic spreadsheets etc.)? ■ yes ☐ no

5. Describe the purpose/function of the contract. What business need is being met by this product or service?
   West Valley Law Enforcement Training Academy (WVLETA)

6. Specify any data elements that will be shared with or accessed by any outside party for this contract (i.e. social security numbers, credit card numbers, student names or records, addresses, etc.).
   Student names and grades via Canvas

MARICOPA COMMUNITY COLLEGES

## Acknowledgement

*By submitting this questionnaire, I certify that I have read and agree to its contents. I attest to the validity of the responses provided herein and I certify that all responses are (a) based on my personal knowledge and (b) the result of my due diligence to provide accurate and comprehensive information about the matter at hand.* ☒ I agree

| | | | |
|---|---|---|---|
| Signature |  | Date | 8-14-24 |
| Submitted By | Dep. Dir. Michael Ashley | Title / Role | Deputy Director |
| Email | mashley@Elmiragaz.gov | Phone | (623) 500-3007 |
| Best Contact for Follow-Up Questions | 623-500-3007 | Title / Role | |
| Email | | Phone | |

Please complete this form and provide a copy, along with your agreement, to your College/District Requester for entry into CLM. Include any additional support documentation required by Purchasing (competitive quotes, official function form, sole source justification, etc.).

Please direct questions to Jim Curtin, Chief Privacy Officer, james.curtin@domail.maricopa.edu.

Legal Department contact for agreements is:

- Christina Nipko, Contracts Manager Sr., ce.nipko@domail.maricopa.edu

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/15/2024 | **TYPE OF ACTION:** Purchase | **SUBJECT:** Consideration and action to authorize budget authority for the purchase of a vehicle for the water department as part of CIP 62068 (vehicle replacement program) in an amount not to exceed $75,041.97 and authorize the finance department to make any necessary transfers. (Public Works) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

**TO:** Mayor and Council

**FROM:** Nick Russo, Public Works Director

**RECOMMENDATION:**

Authorize budget authority for the purchase of a vehicle for the water department as part of CIP 62068 (vehicle replacement program) in an amount not to exceed $75,041.97 and authorize the finance department to make any necessary transfers.

**PROPOSED MOTION:**

I move to authorize budget authority for the purchase of a vehicle for the water department as presented.

**BACKGROUND:**

CIP 62068 is for the replacement of a vehicle in the water department. The budgeted amount for FY25 for this item is $60,000. The actual quote from the vendor on this item was received and is $75,041.97 and includes all materials needed to make the vehicle job-ready (service body and installation). This request seeks approval for budget authority in the amount of $15,041.97 to increase CIP 62068 to purchase this vehicle. The water department is anticipating savings on a current CIP that will sufficiently cover this increase. Funds for the increase will come from 511-5-7115-673 CIP 62406. Pricing and terms for the purchase have been secured by cooperative use of the State of Arizona contract CTR059315.

**BUDGETED:** Yes
**SUFFICIENT FUNDS:** No
**CIP:** Yes
**CIP/Activity #:** 62068
**MULTI-YEAR:** No

**Fiscal Impact**

**AMOUNT REQUESTED:** $75,041.97
**FISCAL YEAR:** FY25
**ACCOUNT TO BE CHARGED:** 511-5-7115-650

**Attachments**

CIP 62068 - Courtesy Chevrolet

# Vehicle Replacement Program - Water

**Project Number:** 62068
**Total Capital Cost:** $322,000.00

**Department:** Water
**Type:** Capital Equipment
**Request Groups:** CIP

**Request description:**
Replace existing vehicles in the Water Department. Incremental 3% cost increases are reflected annually. Vehicles will be recommended for replacement when they reach 125,000 miles or 15 years of age. Operational costs were calculated using the IRS Standard Mileage Rate of $0.66 per mile. Costs were calculated by multiplying the average number of miles per year for a Public Works vehicle (6000) times the IRS Standard Mileage Rate. Operational costs are administratively projected at 50/50 between fuel/maintenance.

The 2021 National Community Survey found that 46% of El Mirage residents rate the quality of its water system favorably compared to 69% who rank the overall quality of the utility infrastructure favorably, and 91% of residents feel it is important to focus on utility infrastructure in the next two years.

Modified - Adjusted pricing to reflect the market. Add FY29.

| Capital Costs | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | Total |
|---|---|---|---|---|---|---|
| Vehicle Cost | $60,000.00 | $62,000.00 | $64,000.00 | $67,000.00 | $69,000.00 | $322,000.00 |
| Other | | | | | | $0.00 |
| Total | $60,000.00 | $62,000.00 | $64,000.00 | $67,000.00 | $69,000.00 | $322,000.00 |

| Funding Source | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | Total |
|---|---|---|---|---|---|---|
| 111 - General | | | | | | $0.00 |
| 114 - Court | | | | | | $0.00 |
| 121 - Court Enhance | | | | | | $0.00 |
| 128 - Towing | | | | | | $0.00 |
| 131 - HURF | | | | | | $0.00 |
| 141 - LTAF | | | | | | $0.00 |
| 148 - CDBG | | | | | | $0.00 |
| 149 - Special Projects | | | | | | $0.00 |
| 156 - Capital Streets | | | | | | $0.00 |
| 511 - Water | $60,000.00 | $62,000.00 | $64,000.00 | $67,000.00 | $69,000.00 | $322,000.00 |
| 516 - Ranchettes | | | | | | $0.00 |
| 541 - Sewer | | | | | | $0.00 |
| 591 - Sanitation | | | | | | $0.00 |
| Total | $60,000.00 | $62,000.00 | $64,000.00 | $67,000.00 | $69,000.00 | $322,000.00 |

**Additional Information**

| | |
|---|---|
| New Purchase or Replacement | Replacement |
| Useful Life | 10 or more years |
| Strategic Priority | Effective Government |
| Division | Operations |
| Grant Funding | No |
| Bond Eligible | No |
| Project Status | Modified |

| Department Name | Account ID | Description | FY24 Budget Sub-lines | Fy24 Final Budget | FY25 Final Sub-lines | FY25 Final Budget |
|---|---|---|---|---|---|---|
| Water Operations | 511-5-7115-385 | BUILDING WATER/SEWER SERVICES | | $3,000 | | $3,000 |
| **Water Operations** | **511-5-7115-385** | **Sewer** | **$600** | | **$600** | |
| Water Operations | 511-5-7115-385 | Water | $2,400 | | $2,400 | |
| **Water Operations** | **511-5-7115-386** | **LANDSCAPING/IRRIGATION** | | **$12,000** | | **$12,000** |
| Water Operations | 511-5-7115-386 | At wells | $12,000 | | $12,000 | |
| **Water Operations** | **511-5-7115-387** | **UTILITY ELECTRICITY** | | **$934,000** | | **$934,000** |
| Water Operations | 511-5-7115-418 | SPECIAL PROJECTS | | $283,000 | | $233,000 |
| **Water Operations** | **511-5-7115-418** | **Consultant for Lead and Copper Pipes** | **$50,000** | | **$0** | |
| Water Operations | 511-5-7115-418 | Dietz Crane Arsenic Media Replacment | $100,000 | | $0 | |
| **Water Operations** | **511-5-7115-418** | **City Water Use Audit/Evaluation/Action Plan** | **$0** | | **$50,000** | |
| Water Operations | 511-5-7115-418 | Multi-Zone Water System Study | $0 | | $50,000 | |
| **Water Operations** | **511-5-7115-418** | **GIS Mapping** | **$133,000** | | **$133,000** | |
| Water Operations | 511-5-7115-482 | ASSURED WATER SUPPLY | | $1,763,000 | | $1,788,000 |
| **Water Operations** | **511-5-7115-650** | **VEHICLES** | | **$50,000** | | **$60,000** |
| Water Operations | 511-5-7115-650 | Vehicle Replacement Program - Water | $50,000 | | $60,000 | |
| **Water Operations** | **511-5-7115-656** | **BUILDING/DATA INFRAS. IMPROV.** | | **$2,228,500** | | **$2,291,000** |
| Water Operations | 511-5-7115-656 | 62343 Public Works Facility Carryforward | $55,000 | | $1,366,000 | |
| **Water Operations** | **511-5-7115-656** | **WRF Equipment and Materials Building** | **$0** | | **$125,000** | |
| Water Operations | 511-5-7115-656 | Water Production Facility Rehabilitation Program | $140,000 | | $0 | |
| **Water Operations** | **511-5-7115-656** | **62065 - Water Production Facility Rehabilitation Program** | **$400,000** | | **$800,000** | |
| Water Operations | 511-5-7115-656 | Customer Service Facility | $300,000 | | $0 | |
| **Water Operations** | **511-5-7115-656** | **Public Works Facility** | **$1,333,500** | | **$0** | |
| Water Operations | 511-5-7115-658 | LAND IMPROVEMENTS | | $0 | | $183,000 |
| **Water Operations** | **511-5-7115-658** | **Site Aesthetic Enhancements** | **$0** | | **$133,000** | |
| Water Operations | 511-5-7115-658 | Well Site Security Improvement Project | $0 | | $50,000 | |
| **Water Operations** | **511-5-7115-673** | **PRE-CONSTRUCTION DESIGN** | | **$1,675,000** | | **$2,489,000** |
| Water Operations | 511-5-7115-673 | Booster Pump Replacement for 127th Lane Well Site | $100,000 | | $0 | |
| **Water Operations** | **511-5-7115-673** | **Sunnyvale Well Site Discharge Pipe Replacement and Flow Meter** | **$65,000** | | **$65,000** | |
| Water Operations | 511-5-7115-673 | Water Main Replacement | $1,250,000 | | $1,232,000 | |
| **Water Operations** | **511-5-7115-673** | **Residential and Commercial Meter Replacement Project** | **$0** | | **$825,000** | |
| Water Operations | 511-5-7115-673 | Critical Valve Replacement Program | $200,000 | | $367,000 | |
| **Water Operations** | **511-5-7115-673** | **62059- Drainage Improvements** | **$60,000** | | **$0** | |
| Water Operations | 511-5-7115-960 | DEPRECIATION | | $1,650,000 | | $1,660,000 |
| **Water Operations** | **511-5-7115-717** | **WIFA - PRINCIPAL** | | **$1,549,000** | | **$1,476,000** |
| Water Operations | 511-5-7115-750 | WIFA - INTEREST | | $278,500 | | $236,000 |
| **Water Operations** | **511-5-7115-773** | **TRUST/AGENCY FEES** | | **$10,000** | | **$10,000** |
| Water Operations | 511-5-7115-950 | TRANSFER OUT | | $3,116,000 | | $3,361,000 |
| **Water Operations** | **511-5-7115-950** | **General Fund** | **$1,722,000** | | **$1,967,000** | |
| Water Operations | 511-5-7115-950 | Sewer Fund | $1,394,000 | | $1,394,000 | |
| **Water Customer Service** | **511-5-7116-110** | **SALARIES AND WAGES** | | **$354,000** | | **$380,000** |
| Water Customer Service | 511-5-7116-111 | OVERTIME | | $3,000 | | $3,000 |
| **Water Customer Service** | **511-5-7116-120** | **HEALTH-LIFE-DENTAL INSURANCE** | | **$71,000** | | **$74,000** |
| Water Customer Service | 511-5-7116-130 | SOCIAL SECURITY CONTRIBUTION | | $23,000 | | $24,000 |
| **Water Customer Service** | **511-5-7116-131** | **MEDICARE CONTRIBUTION** | | **$6,000** | | **$6,000** |
| Water Customer Service | 511-5-7116-132 | ASRS CONTRIBUTION | | $40,000 | | $43,000 |
| **Water Customer Service** | **511-5-7116-140** | **WORKERS COMPENSATION** | | **$1,000** | | **$1,000** |
| Water Customer Service | 511-5-7116-141 | UNEMPLOYMENT INSURANCE | | $2,000 | | $1,000 |
| **Water Customer Service** | **511-5-7116-230** | **OFFICE SUPPLIES** | | **$3,000** | | **$3,000** |
| Water Customer Service | 511-5-7116-232 | COMPUTER/PRINTER SUPPLIES | | $3,000 | | $3,000 |
| **Water Customer Service** | **511-5-7116-233** | **UNIFORMS** | | **$500** | | **$1,000** |
| Water Customer Service | 511-5-7116-237 | EQUIPMENT/FURNITURE PURCHASE | | $1,000 | | $1,000 |
| **Water Customer Service** | **511-5-7116-248** | **SOFTWARE PURCHASE** | | **$500** | | **$0** |
| Water Customer Service | 511-5-7116-249 | OPERATING MATERIAL & SUPPLIES | | $1,000 | | $1,000 |
| **Water Customer Service** | **511-5-7116-269** | **OTHER MAINTENANCE/REPAIRS** | | **$3,000** | | **$3,000** |
| Water Customer Service | 511-5-7116-313 | CONTRACTED SERVICES | | $97,000 | | $97,000 |
| **Water Customer Service** | **511-5-7116-325** | **TECH/SOFTWARE SUPPORT** | | **$40,000** | | **$40,000** |
| Water Customer Service | 511-5-7116-338 | ARMORED CAR SERVICES | | $7,500 | | $8,000 |
| **Water Customer Service** | **511-5-7116-350** | **TRAVEL AND PER DIEM** | | **$3,000** | | **$3,000** |
| Water Customer Service | 511-5-7116-351 | CONFERENCE,SEMINARS & TRAINING | | $3,500 | | $4,000 |
| **Water Customer Service** | **511-5-7116-360** | **PRINTING COST** | | **$3,000** | | **$3,000** |
| Water Customer Service | 511-5-7116-362 | MAILING COST | | $2,000 | | $2,000 |

COURTESY CHEVROLET

7/20/2024

**STATE OF ARIZONA**
**VEHICLE QUOTE**
**STATE CONTRACT# CTR059315**

| | | |
|---|---|---|
| **VEHICLE** | **2025 CHEVROLET 2500 SILVERADO CREW CAB WT 2WD BED DELETE** | **$ 48,698.93** |
| | **PER ATTACHED SPECS** | |
| | **8' READING SERVICE BODY W/LIFTGATE PER ATTACHED QUOTE** | **$ 20,547.99** |

| | |
|---|---|
| **TOTAL** | **$ 69,246.92** |
| **SALES TAX** | **$ 5,789.15** |
| **TIRE TAX** | **$ 5.00** |
| **GRAND TOTAL** | **$ 75,041.07** |

ORDERED UNIT
180-210 DAYS

# READING TRUCK

FKA: Auto Safety House

Remit to: Reading Truck, 2630 W. Buckeye Rd., Phoenix, AZ 85009

2630 W. Buckeye Rd.
Phoenix, AZ 85009
602-269-9721
800-352-5355

1402 E. Benson Hwy.
Tucson, AZ 85714
520-889-9551

840 S. Highway 77
Holbrook, AZ 86025
928-524-3582

*** Customer Review ***

Date / Time: 7/19/2024 3:51:03PM
Repair Order: 28504
Customer: 24043
Branch: 1
Invoice Total: $20,547.99

***CHARGE***



**Bill To:** Courtesy Chevrolet
1233 E Camelback Rd
Phoenix, AZ 85014
Shop: 480-359-1354

**Ship To:** Courtesy Chevrolet
1233 E Camelback Rd
Phoenix, AZ 85014

Customer P/O: jnibecker Completion Date:

**Task: 1** **05-01309** **Reading Service Body** **Department: 20 TE**

**Complaint:** FURNSIH AND INSTALL 8' STANDARD READING SERVICE BODY ON 2025 CHEVROLET 2500 W/ ALL LED LIGHTS, FUEL ADAPTOR,HEADACHERACK, 4 CORNER STROBES (2) IN FRONT AND (2) IN REAR,MINI AMBER LIGHTBAR MOUNTED ON HEADACHE RACK,SPRAYLINER IN BED UP TO LIFTGATE,1000 WATT INVERTER IN CURBSIDE FRONT COMPARTMENT, HITCH, 7 WAY PLUG, TOW PACKAGE, REAR BUMPER. BODY AND BUMPER TO BE WHITE IN COLOR

| Supp. | Part | Description / Ref Number | | U/M | Quantity | List | Price | Extended Price |
|---|---|---|---|---|---|---|---|---|
| | TE Shop Su | Truck Equipment shop supplies | Misc | | 1.00 | 0.00 | 364.50 | 364.50 |
| | TE Steel | Steel Sales | Misc | | 1.00 | 0.00 | 71.50 | 71.50 |
| | TE Paint M | TE Paint Material | Misc | | 1.00 | 0.00 | 64.35 | 64.35 |
| RDB | RSS098SRW2FA621201 | RS 300 ST 98 SW RW2 40 U AA FFF | Part | EA - EA | 1.00 | 10,022.09 | 6,720.59 | 6,720.59 |
| TT | MPS600U-AA | MICROPULSE ULTRA AMB/AMB | Part | EA - EA | 4.00 | 100.80 | 67.92 | 271.68 |
| ACME | 91712 | 20-22 CHEV SILV, GMC SIER, 25/3500 2-1/2 RCVR | Part | EA - EA | 1.00 | 772.20 | 385.71 | 385.71 |
| APC | 14302985 | Adapter Plug Reading Body to ChassisApplication | Part | EA - EA | 1.00 | 141.29 | 94.64 | 94.64 |
| RDB1 | YKDK100001 | BODY MTG KIT 82/98 GM 20 | Part | EA - EA | 1.00 | 234.41 | 157.19 | 157.19 |
| BY | PM84 | 2 INCH PINTLE HITCH MOUNT 1 POSITION 9 INCH SHA | Part | EA - EA | 1.00 | 94.03 | 44.31 | 44.31 |
| BY | 10052 | 10 TON COMBINATION HITCH WITH MOUNTING KIT 2 INC | Part | EA - EA | 1.00 | 290.98 | 137.11 | 137.11 |
| MS | BEDLINER-00 | BEDLINER | Part | EA - EA | 1.00 | 1,372.80 | 685.71 | 685.71 |
| WL | MC16PA | MINI CENTURY LIGHTBAR16"W/AMBER PERM MT KIT | Part | EA - EA | 1.00 | 452.93 | 298.67 | 298.67 |
| GOP | GP-ISW1000-12 | 1000WATT ISW PURE SINE WAVE INVERTER 12V | Part | EA - EA | 1.00 | 586.96 | 444.62 | 444.62 |
| GOP | GPDCKIT2 | 12V 600-1000/24V 600-1800 WA | Part | EA - EA | 1.00 | 284.34 | 215.38 | 215.38 |
| RDB1 | 10508328 | HEADACHE RACK WHITE | Part | EA - EA | 1.00 | 1,080.42 | 724.50 | 724.50 |
| EE | MISC | MISC MATERIALS | Part | EA - EA | 1.00 | 0.01 | 150.01 | 150.01 |
| EE | FUEL | FUEL SPOUTS ETC. | Part | EA - EA | 1.00 | 125.00 | 77.25 | 77.25 |
| AMS | SH11 | LITE MT | Part | EA | 1.00 | 15.95 | 10.69 | 10.69 |
| RDB1 | BPSNSRW1EA001143 | BUMPER SW POOCHED/NOTCHED TOMMY G2 LIFT GATE WHITE | Part | EA - EA | 1.00 | 1,598.25 | 1,071.75 | 1,071.75 |

**Task 1 Subtotals**

| | |
|---|---|
| Parts: | $11,489.81 |
| Labor: | $3,645.00 |
| Miscellaneous: | $500.35 |
| Task 1 Totals: | $15,635.16 |

**Task: 2** **05-00104** **Equipment - Liftgate - Install** **Department: 20 TE**

# READING TRUCK

FKA: Auto Safety House

Remit to: Reading Truck, 2630 W. Buckeye Rd., Phoenix, AZ 85009

2630 W Buckeye Rd.
Phoenix, AZ 85009
602-269-9721
800-352-5355

1402 E. Benson Hwy.
Tucson, AZ 85714
520-889-9551

840 S Highway 77
Holbrook, AZ 86025
928-524-3582

***** Customer Review *****

Date / Time: 7/19/2024 3:51:03PM
Repair Order: 28504
Customer: 24043
Branch: 1
Invoice Total: $20,547.99

***CHARGE***



**Bill To:** Courtesy Chevrolet
1233 E Camelback Rd
Phoenix, AZ 85014
Shop: 480-359-1354

**Ship To:** Courtesy Chevrolet
1233 E Camelback Rd
Phoenix, AZ 85014

Customer P/O: jnibecker Completion Date:

**Complaint:** FURNISH AND INSTALL 1600LB G2 LIFTGATE ON SERVICE BODY,

| Supp. | Part | Description / Ref Number | | U/M | Quantity | List | Price | Extended Price |
|---|---|---|---|---|---|---|---|---|
| | TE Shop Su | Truck Equipment shop supplies | Misc | | 1.00 | 0.00 | 108.00 | 108.00 |
| WO | G2-54-1642 TP38 | 1600# 38" STEEL PLATFORM | Part | EA - EA | 1.00 | 4,974.41 | 3,310.23 | 3,310.23 |
| WP | T-49A | T-49A MNT KIT, 54" - 49" OPENING | Part | EA - EA | 1.00 | 473.20 | 243.00 | 243.00 |
| | TE Steel | Steel Sales | Misc | | 1.00 | 0.00 | 107.25 | 107.25 |
| | TE Paint M | TE Paint Material | Misc | | 1.00 | 0.00 | 64.35 | 64.35 |

| **Task 2 Subtotals** | | |
|---|---|---|
| Parts: | | $3,553.23 |
| Labor: | | $1,080.00 |
| Miscellaneous: | | $279.60 |
| Task 2 Totals: | | $4,912.83 |

Customer Tax ID:

| **Totals** | |
|---|---|
| **Total Parts:** | **$15,043.04** |
| **Total Core Chg:** | **$0.00** |
| **Total Core Ret:** | **$0.00** |
| **Total EHC:** | **$0.00** |
| **Total Labor:** | **$4,725.00** |
| **Total Miscellaneous:** | **$779.95** |
| **Invoice Subtotal:** | **$20,547.99** |
| **Total Tax:** | **$0.00** |
| **Invoiced Total:** | **$20,547.99** |

Payment Method

Charge

SIGNATURE_____ DATE_____

The only warranties applying to the part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume fore it any liability in connection with the sale of this part(s) and/or service. This
offer shall be deemed accepted and binding on the terms and conditions that are available on our website at www .readingequipment.com under the About Us tab.

****Reading Truck Equipment is not responsible for items left at facility beyond 14 days from invoice date.****

****QUOTED PRICES ARE VALID FOR FOURTEEN DAYS AFTER ORIGINAL INVOICE DATE****

# Courtesy Chevrolet

Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com


Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck ( Complete )

## Selected Model and Options

### MODEL

| CODE | MODEL | Invoice | MSRP |
|---|---|---|---|
| CC20943 | 2025 Chevrolet Silverado 2500HD 2WD Crew Cab 172" Work Truck | $46,354.00 | $49,000.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GAZ | Summit White |

### OPTIONS

| CODE | DESCRIPTION | Invoice | MSRP |
|---|---|---|---|
| 1WT | Work Truck Preferred Equipment Group includes standard equipment | $0.00 | $0.00 |
| AZ3 | Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) | $0.00 | $0.00 |
| C49 | Defogger, rear-window electric (Included with (PCV) WT Convenience Package.) | $204.75 | $225.00 |
| DD8 | Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not available with (DRZ) Rear Camera Mirror.) | Inc. | Inc. |
| DWI | Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRZ) Rear Camera Mirror or (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.) | $600.60 | $660.00 |
| E63 | Durabed, pickup bed (STD) | $0.00 | $0.00 |
| FE9 | Emissions, Federal requirements | $0.00 | $0.00 |
| GAZ | Summit White | $0.00 | $0.00 |
| GT4 | Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.) | $0.00 | $0.00 |
| H1T | Jet Black, Cloth seat trim | $0.00 | $0.00 |
| IOR | Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD) | $0.00 | $0.00 |
| JFH | GVWR, 10,300 lbs. (4672 kg) (STD) (Included and only available with CC20943 model and (L8T) 6.6L V8 gas engine with 17" wheels.) | $0.00 | $0.00 |


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Data Version: 22983. Data Updated: Jul 19, 2024 6:43:00 PM PDT.

# Courtesy Chevrolet

Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com


Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck ( ✓ Complete )

## OPTIONS

| CODE | DESCRIPTION | Invoice | MSRP |
|---|---|---|---|
| KC9 | Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.) | Inc. | Inc. |
| KI4 | Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.) | $204.75 | $225.00 |
| L8T | Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD) | $0.00 | $0.00 |
| MKM | Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.) | $0.00 | $0.00 |
| PQA | WT/CX Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Requires (C49) rear-window defogger, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet and (DWI) trailer mirrors. Includes (V46) Chrome front bumper and (VJH) Chrome rear bumper. Not available with (ZW9) pickup bed delete.) | $723.45 | $795.00 |
| PYN | Wheels, 17" (43.2 cm) painted steel, Silver (STD) | $0.00 | $0.00 |
| QHQ | Tires, LT245/75R17E all-season, blackwall (STD) | $0.00 | $0.00 |
| QT5 | Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. | Inc. | Inc. |
| RVQ | LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other assist steps.) | $723.45 | $795.00 |
| UD5 | Front and Rear Park Assist, ultrasonic (Included and only available with (PQA) WT/CX Safety Package. Not available with (ZW9) pickup bed delete.) | Inc. | Inc. |
| UFG | Rear Cross Traffic Alert (Included and only available with (PQA) WT/CX Safety Package.) | Inc. | Inc. |
| UKC | Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQA) WT/CX Safety Package. Not available with (ZW9).) | Inc. | Inc. |
| V46 | Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete. Included with (PQA) WT/CX Safety Package.) | Inc. | Inc. |
| VJH | Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT/CX Safety Package.) | Inc. | Inc. |
| ZHQ | Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.) | $0.00 | $0.00 |


This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 22983. Data Updated: Jul 19, 2024 6:43:00 PM PDT.

# Courtesy Chevrolet

Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com


Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck ( Complete )

## OPTIONS

| CODE | DESCRIPTION | Invoice | MSRP |
|---|---|---|---|
| ZLQ | WT Fleet Convenience Package includes (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Requires a Fleet or Government Sales order, (DWI) trailer mirrors and (PQA) WT/CX Safety Package. Not available with (PCV) WT Convenience Package. When ordered with (ZW9) pickup bed delete (QT5) EZ Lift power lock and release tailgate is deleted.) | $136.50 | $150.00 |
| | **Options Total** | **$2,593.50** | **$2,850.00** |


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Data Version: 22983. Data Updated: Jul 19, 2024 6:43:00 PM PDT.

# Courtesy Chevrolet

Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com


Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck ( Complete )

## Price Summary

### PRICE SUMMARY

| | Invoice | MSRP |
|---|---|---|
| Base Price | $46,354.00 | $49,000.00 |
| **Total Options** | $2,593.50 | $2,850.00 |
| Vehicle Subtotal | $48,947.50 | $51,850.00 |
| **Dealer Advertising Adjustment** | $0.00 | $0.00 |
| Destination Charge | $1,995.00 | $1,995.00 |
| **Grand Total** | **$50,942.50** | **$53,845.00** |


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Data Version: 22983. Data Updated: Jul 19, 2024 6:43:00 PM PDT.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

# Contract Amendment Summary

| CONTRACTOR: Courtesy Chevrolet | AMENDMENT NO.: Two (2) |
|---|---|
| DESCRIPTION: CTR059315 - New Vehicles Purchases | |

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.

2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.

3. All other terms, conditions and provisions of this contract remain unchanged.

AGENDA ITEM 5. 10.

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/15/2024 | **TYPE OF ACTION:** Contract | **SUBJECT:** Consideration and action approve contract(s) PW24-RFP-JOC01 with selected vendors. (Public Works) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Nick Russo, Public Works Director |

**RECOMMENDATION:**

Approve contract(s) PW24-RFP-JOC01 with selected vendors.

**PROPOSED MOTION:**

I move to approve contract PW24-JOC01 as presented.

**BACKGROUND:**

The Public Works department recently worked with the Finance department to conduct a request for proposals PW24-RFP01. The contract is for general construction on a job-order basis. The contract was advertised, and the RFPs were received in July. The evaluation committee completed the selection process and the notices of intent to award (NOI) were published to the City's procurement system. General contract terms are for three years with two (2), one-year renewal options. This item seeks approval of the base contract PW24-JOC01with the selected vendors. When jobs are sought, each project will be individually negotiated with the selected vendor using the approved base contract. Master copies of each contract are on file for review in the Finance Department with the Purchasing Administrator.

**Attachments**

PW24-JOC02 Eval Tabulation

City of El Mirage
Finance
Robert Weddigen, Finance Director
10000 N El Mirage Rd, El Mirage, AZ 85335

# EVALUATION TABULATION

## RFQ No. PW24-JOC01

## JOC for General Citywide Construction

RESPONSE DEADLINE: July 8, 2024 at 11:30 am
Report Generated: Wednesday, August 14, 2024

## SELECTED VENDORS

### VENDORS RECOMMENDED BY THE EVALUATION PROCESS

| Vendor | Location |
|---|---|
| Atlantic Pacific Standard | Tucson, AZ |
| Builders Guild, Inc. | Mesa, AZ |
| Caliente Construction, Inc. | Tempe, AZ |
| CHASSE Building Team | Tempe, AZ |
| CORE Construction | Phoenix, AZ |
| Danson Construction, LLC | Phoenix, AZ |
| Desert Services International, Inc. | Goodyear, AZ |
| FCI Constructors, Inc. | Glendale, AZ |
| GCON Inc | Phoenix, AZ |
| Good News Construction, LLC | Goodyear, AZ |
| KBE BUILDING CORPORATION | Scottsdale, AZ |
| Standard Construction Company, Inc | Avondale, AZ |
| Straight Arrow Contracting | Goodyear, AZ |
| Willmeng Construction, Inc. | Phoenix, AZ |
| Woodruff Construction | Phoenix, AZ |

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title | Atlantic Pacific Standard | BFL Construction | BPR Companies | Builders Guild, Inc. | CHASSE Building Team | CORE Construction | Caliente Construction, Inc. | Combs Construction Company, Inc. | Danson Construction, LLC |
|---|---|---|---|---|---|---|---|---|---|
| Have you read, understood and agreed to all the terms and conditions of the RFQ? | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Provide Copies Arizona Registrar of Contractor License Identification Card(s). | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years. | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |

| Question Title | Atlantic Pacific Standard | BFL Construction | BPR Companies | Builders Guild, Inc. | CHASSE Building Team | CORE Construction | Caliente Construction, Inc. | Combs Construction Company, Inc. | Danson Construction, LLC |
|---|---|---|---|---|---|---|---|---|---|
| Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount. | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes | Pass | Pass | | Pass | Pass | Pass | | Pass | Pass |
| SOQ Submittal | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |

| Question Title | Desert Services International, Inc. | Echo-5 Contracting | FCI Constructors, Inc. | GCON Inc | Gilbert Tiger Enterprise, Inc., dba D & R Construction | Good News Construction, LLC | KBE BUILDING CORPORATION | Sagebrush Restoration, LLC | Signature Projects |
|---|---|---|---|---|---|---|---|---|---|
| Have you read, understood and agreed to all the terms and conditions of the RFQ? | Pass | Pass | Pass | Pass | | | | Pass | |
| Provide Copies Arizona Registrar of Contractor License Identification Card(s). | Pass | Pass | Pass | Pass | | | | Pass | |
| Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years. | Pass | Fail | Pass | Pass | | | | Pass | |

| Question Title | Desert Services International, Inc. | Echo-5 Contracting | FCI Constructors, Inc. | GCON Inc | Gilbert Tiger Enterprise, Inc., dba D & R Construction | Good News Construction, LLC | KBE BUILDING CORPORATION | Sagebrush Restoration, LLC | Signature Projects |
|---|---|---|---|---|---|---|---|---|---|
| Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount. | Pass | Pass | Pass | Pass | | | | Pass | |
| Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes | Pass | Pass | Pass | Pass | | | | Pass | |
| SOQ Submittal | Pass | Fail | Pass | Pass | | | | Pass | |

| Question Title | Standard Construction Company, Inc | Straight Arrow Contracting | Willmeng Construction, Inc. | Woodruff Construction |
|---|---|---|---|---|
| Have you read, understood and agreed to all the terms and conditions of the RFQ? | Pass | | Pass | |
| Provide Copies Arizona Registrar of Contractor License Identification Card(s). | Pass | | Pass | |
| Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years. | Pass | | Pass | |
| Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount. | Pass | | Pass | |
| Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes | Pass | | Pass | |
| SOQ Submittal | | | Pass | |

# PHASE 1

## EVALUATORS

| Name | Title | Agreement Accepted On |
|---|---|---|
| Brigham Bennett | Building Official | Jul 10, 2024 8:43 AM |
| Cason Chambers | Operations Superintendent | Jul 8, 2024 2:27 PM |
| Marcus Jonson | Operations Supervisor | Jul 15, 2024 8:47 AM |
| Nick Russo | Public Works Director | Jul 10, 2024 2:13 PM |

## EVALUATION CRITERIA

| Criteria | Scoring Method | Weight (Points) |
|---|---|---|
| Firm Qualifications | Points Based | 20 *(20% of Total)* |

Description:
Provide a company description including: Arizona professional and contractor license(s) held by your firm, company facilities, functional organization description, general character of work performed by your firm, how many years your firm has been in business, and office location(s). Describe any unique or specialty skills, services or equipment that your company possesses that may add value to a project. Identify any claims arising from a contract owner which resulted in litigation or arbitration or any contract or subcontract held by the firm which has been terminated within the last five (5) years.

| Criteria | Scoring Method | Weight (Points) |
|---|---|---|
| Qualifications and Experience of Key Personnel | Points Based | 30 *(30% of Total)* |

Description:
Provide a list of training, qualifications, and certifications of the key people who will be responsible for performing the work under the resulting contract. Include any specific staff experience in partnering, quality control, project scheduling, claims, dispute resolution, changes in the scope of work, construction safety, and value engineering. Also include the training, qualifications, and certifications of any subcontractors who may perform services not directly completed by the Contractor's staff.

| Criteria | Scoring Method | Weight (Points) |
|---|---|---|
| Project Understanding and Scope | Points Based | 20 *(20% of Total)* |

Description:
Provide a description of your firm's experience and approach to scoping and estimating potential job order projects. Include (a) how your firm achieves a quality outcome within project budget limitations and scheduling limits, (b) your firm's approach to project managing and scheduling, (c) your firm's subcontractor selection process. Describe the scale and complexity of the projects routinely undertaken by your firm. Describe how your firm manages its resources between projects.

| Criteria | Scoring Method | Weight (Points) |
|---|---|---|
| Experience and References | Points Based | 20 *(20% of Total)* |

Description:
Provide description of at least three (3) and up to five (5) current and/or previous job order contracts or similar projects. Identify the agency name, project description, budgeted amount, final project dollar amount for completed projects. Give current addresses and phone numbers for Owner references for each project.

| Criteria | Scoring Method | Weight (Points) |
|---|---|---|
| Overall evaluation of the firm/team and its perceived ability to provide the required services. | Points Based | 10 *(10% of Total)* |

Description:

## AGGREGATE SCORES SUMMARY

| Vendor | Brigham Bennett | Cason Chambers | Marcus Jonson | Nick Russo | Total Score (Max Score 100) |
|---|---|---|---|---|---|
| Builders Guild, Inc. | 86.8 | 97 | 95 | 96 | **93.69** |
| CHASSE Building Team | 89 | 97 | 88 | 95 | **92.25** |
| FCI Constructors, Inc. | 87.5 | 94 | 90 | 90 | **90.38** |
| CORE Construction | 88.8 | 86 | 86 | 93 | **88.44** |
| Willmeng Construction, Inc. | 94.5 | 81 | 83 | 89 | **86.88** |
| Danson Construction, LLC | 88.8 | 86 | 85 | 86 | **86.44** |
| Woodruff Construction | 83 | 84 | 90 | 87 | **86** |
| KBE BUILDING CORPORATION | 88 | 84 | 85 | 82 | **84.75** |
| Caliente Construction, Inc. | 84.5 | 89 | 77 | 86 | **84.13** |
| GCON Inc | 90.8 | 79 | 85 | 81 | **83.94** |
| Atlantic Pacific Standard | 71 | 92 | 84 | 88 | **83.75** |
| Straight Arrow Contracting | 81.3 | 88 | 78 | 84 | **82.81** |
| Good News Construction, LLC | 83.5 | 81 | 82 | 81 | **81.88** |
| Desert Services International, Inc. | 80 | 83 | 80 | 81 | **81** |
| Standard Construction Company, Inc | 83.8 | 84 | 88 | 65 | **80.19** |
| BFL Construction | 88 | 75 | 79 | 63 | **76.25** |
| BPR Companies | 66 | 76 | 81 | 77 | **75** |

| Vendor | Brigham Bennett | Cason Chambers | Marcus Jonson | Nick Russo | Total Score (Max Score 100) |
|---|---|---|---|---|---|
| Gilbert Tiger Enterprise, Inc., dba D & R Construction | 82 | 62 | 77 | 79 | **75** |
| Signature Projects | 75 | 72 | 78 | 72 | **74.25** |
| Combs Construction Company, Inc. | 84.5 | 63 | 87 | 59 | **73.38** |
| Sagebrush Restoration, LLC | 67.8 | 69 | 78 | 74 | **72.19** |
| Echo-5 Contracting | 0 | 0 | 0 | 0 | **0** |

## VENDOR SCORES BY EVALUATION CRITERIA

| Vendor | Firm Qualifications Points Based 20 Points (20%) | Qualifications and Experience of Key Personnel Points Based 30 Points (30%) | Project Understanding and Scope Points Based 20 Points (20%) | Experience and References Points Based 20 Points (20%) | Overall evaluation of the firm/team and its perceived ability to provide the required services. Points Based 10 Points (10%) | Total Score (Max Score 100) |
|---|---|---|---|---|---|---|
| Builders Guild, Inc. | 17.5 | 28.8 | 19.3 | 18.8 | 9.4 | **93.69** |
| CHASSE Building Team | 17.8 | 29 | 17.5 | 19.5 | 8.5 | **92.25** |
| FCI Constructors, Inc. | 19 | 28.3 | 17.5 | 17.3 | 8.4 | **90.38** |
| CORE Construction | 18 | 27.8 | 17.5 | 18.5 | 6.7 | **88.44** |
| Willmeng Construction, Inc. | 17.3 | 28.3 | 16.8 | 19.3 | 5.4 | **86.88** |
| Danson Construction, LLC | 18 | 29 | 16.5 | 16.3 | 6.7 | **86.44** |

| Vendor | Firm Qualifications Points Based 20 Points (20%) | Qualifications and Experience of Key Personnel Points Based 30 Points (30%) | Project Understanding and Scope Points Based 20 Points (20%) | Experience and References Points Based 20 Points (20%) | Overall evaluation of the firm/team and its perceived ability to provide the required services. Points Based 10 Points (10%) | Total Score (Max Score 100) |
|---|---|---|---|---|---|---|
| Woodruff Construction | 17.8 | 27.5 | 17.5 | 15.8 | 7.5 | **86** |
| KBE BUILDING CORPORATION | 18.3 | 27.6 | 17.5 | 16.3 | 5.1 | **84.75** |
| Caliente Construction, Inc. | 13.3 | 28.8 | 16.3 | 19.3 | 6.6 | **84.13** |
| GCON Inc | 18 | 28.3 | 16.5 | 16.5 | 4.7 | **83.94** |
| Atlantic Pacific Standard | 15.3 | 26.5 | 18.8 | 15.3 | 8 | **83.75** |
| Straight Arrow Contracting | 16.3 | 25.3 | 17.5 | 18.5 | 5.3 | **82.81** |
| Good News Construction, LLC | 18 | 26 | 13.8 | 16 | 8.1 | **81.88** |
| Desert Services International, Inc. | 18.8 | 24.8 | 16.8 | 15.3 | 5.5 | **81** |
| Standard Construction Company, Inc | 16.5 | 23 | 17 | 16.3 | 7.4 | **80.19** |
| BFL Construction | 17.5 | 26.3 | 16.5 | 12.3 | 3.8 | **76.25** |
| BPR Companies | 16.3 | 24.3 | 18.5 | 10.8 | 5.3 | **75** |

| Vendor | Firm Qualifications Points Based 20 Points (20%) | Qualifications and Experience of Key Personnel Points Based 30 Points (30%) | Project Understanding and Scope Points Based 20 Points (20%) | Experience and References Points Based 20 Points (20%) | Overall evaluation of the firm/team and its perceived ability to provide the required services. Points Based 10 Points (10%) | Total Score (Max Score 100) |
|---|---|---|---|---|---|---|
| Gilbert Tiger Enterprise, Inc., dba D & R Construction | 15.3 | 23.8 | 16.3 | 14.8 | 5 | **75** |
| Signature Projects | 16 | 24.3 | 16 | 13.8 | 4.3 | **74.25** |
| Combs Construction Company, Inc. | 16 | 25 | 15.3 | 11 | 6.1 | **73.38** |
| Sagebrush Restoration, LLC | 16.8 | 24.3 | 12.8 | 14.3 | 4.2 | **72.19** |
| Echo-5 Contracting | 0 | 0 | 0 | 0 | 0 | **0** |

AGENDA ITEM 5. 11.

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/15/2024 | **TYPE OF ACTION:** Purchase | **SUBJECT:** Consideration and action to approve a contract with Ancon Marine for services to video inspect the City's sewer collections system as part of CIP 62227 (collections system replacement program) in an amount not to exceed $80,000. (Public Works) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Nick Russo, Public Works Director |

**RECOMMENDATION:**

Approve a contract with Ancon Marine for services to video inspect the City's sewer collections system as part of CIP 62227 (collections system replacement program) in an amount not to exceed $80,000.

**PROPOSED MOTION:**

I move to approve the contract with Ancon Marine as presented.

**BACKGROUND:**

The City's sewer collection system maintenance and replacement is an approved FY25 capital project (collections system replacement program). This program consists of three components: video documentation of the sewer collections system, evaluation of the condition of the system, and the replacement of recommended sections based on priority. This request is for Ancon Marine to complete a video inspection of 100,000 linear feet of sewer collections system lines for the City's evaluation. The total for this project is not to exceed $80,000 (this includes a contingency of $7,400). Pricing and terms for the work have been secured through cooperative use of City of Scottsdale contract #022024-144.

**BUDGETED:** Yes
**SUFFICIENT FUNDS:** Yes
**CIP:** Yes
**CIP/Activity #:** 62227
**MULTI-YEAR:** No

**Fiscal Impact**

**AMOUNT REQUESTED:** $80,000
**FISCAL YEAR:** FY25
**ACCOUNT TO BE CHARGED:** 541-5-7585-670

**Attachments**

Ancon - CIP 62227

## Collections System Replacement Program

| | | | | | |
|---|---|---|---|---|---|
| **Project Number:** | 62227 | | **Department:** | Wastewater | |
| **Total Capital Cost:** | $1,000,000.00 | | **Type:** | Capital Improvement | |
| | | | **Request Groups:** | CIP | |
| | | | **Timeline:** | 07/01/2023 to | 06/30/2024 |

**Request description:**

This request is for a Collections System Replacement Program for the El Mirage wastewater collection system. Many of the sewer lines are approaching the end of their useful life and no program currently exists to replace any sections of the system. This program will provide funding on an annual basis to video inspect and replace sections of the sewer system that are found to have failed or show signs of failure in the near future. The data used to determine the lines to be replaced will be provided through a rotating video inspection program.

The 2021 National Community Survey found that 74% of El Mirage residents rate wastewater services favorably, and 91% of residents feel it is important to focus on utility infrastructure in the next two years.

Modified: Increased amount to cover new estimate costs and add FY2029 amount.

| **Capital Costs** | **FY2025** | **FY2026** | **FY2027** | **FY2028** | **FY2029** | **Total** |
|---|---|---|---|---|---|---|
| Planning | | | | | | $0.00 |
| Design | | | | | | $0.00 |
| Engineering | | | | | | $0.00 |
| Land/Right-of-way | | | | | | $0.00 |
| Construction/Maintenance | | | | | | $0.00 |
| Equipment/Vehicle/Furnishings | | | | | | $0.00 |
| Other | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $1,000,000.00 |
| Total | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $1,000,000.00 |

| **Funding Source** | **FY2025** | **FY2026** | **FY2027** | **FY2028** | **FY2029** | **Total** |
|---|---|---|---|---|---|---|
| 149 - Special Projects | | | | | | $0.00 |
| 511 - Water | | | | | | $0.00 |
| 513 - Ranchettes | | | | | | $0.00 |
| 541 - Sewer | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $1,000,000.00 |
| 148 - CDBG | | | | | | $0.00 |
| 111 - General | | | | | | $0.00 |
| Total | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $1,000,000.00 |

**Additional Information**

| | |
|---|---|
| Type of Project | Improvement |
| Strategic Priority | Superior Infrastructure |
| Bond Eligible | No |
| Grant Funding | No |
| Project Status | Modified |
| Division | Utilities |

| Department Name | Account ID | Description | FY24 Budget Sub-lines | Fy24 Final Budget | FY25 Final Sub-lines | FY25 Final Budget |
|---|---|---|---|---|---|---|
| **Wastewater** | **541-4-1141-711** | **SEWER SERVICE CHARGES** | | **$3,305,000** | | **$3,318,000** |
| Wastewater | 541-4-2611-511 | INTEREST REVENUE | | $120,000 | | $0 |
| **Wastewater** | **541-4-9999-971** | **TRANSFER IN** | | **$1,394,000** | | **$1,394,000** |
| | | | | | | |
| **Wastewater General** | **541-5-7581-110** | **SALARIES AND WAGES** | | **$531,000** | | **$581,000** |
| Wastewater General | 541-5-7581-111 | OVERTIME | | $3,000 | | $7,000 |
| **Wastewater General** | **541-5-7581-116** | **ON CALL PAY** | | **$10,000** | | **$10,000** |
| Wastewater General | 541-5-7581-120 | HEALTH-LIFE-DENTAL INSURANCE | | $126,000 | | $130,000 |
| **Wastewater General** | **541-5-7581-130** | **SOCIAL SECURITY CONTRIBUTION** | | **$34,000** | | **$37,000** |
| Wastewater General | 541-5-7581-131 | MEDICARE CONTRIBUTION | | $8,000 | | $9,000 |
| **Wastewater General** | **541-5-7581-132** | **ASRS CONTRIBUTION** | | **$68,000** | | **$73,000** |
| Wastewater General | 541-5-7581-140 | WORKERS COMPENSATION | | $17,000 | | $19,000 |
| **Wastewater General** | **541-5-7581-141** | **UNEMPLOYMENT INSURANCE** | | **$3,000** | | **$2,000** |
| Wastewater General | 541-5-7581-199 | LABOR DISTRIBUTION | | -$16,000 | | -$16,000 |
| **Wastewater General** | **541-5-7581-210** | **SMALL TOOLS/EQUIP/PARTS** | | **$2,000** | | **$2,000** |
| Wastewater General | 541-5-7581-211 | FUEL AND LUBRICANTS | | $5,500 | | $6,000 |
| **Wastewater General** | **541-5-7581-213** | **SAFETY EQUIPMENT/SUPPLIES** | | **$7,000** | | **$7,000** |
| Wastewater General | 541-5-7581-222 | CHEMICALS | | $205,000 | | $205,000 |
| **Wastewater General** | **541-5-7581-230** | **OFFICE SUPPLIES** | | **$1,500** | | **$1,000** |
| Wastewater General | 541-5-7581-232 | COMPUTER/PRINTER SUPPLIES | | $2,000 | | $2,000 |
| **Wastewater General** | **541-5-7581-233** | **UNIFORMS** | | **$2,000** | | **$3,000** |
| Wastewater General | 541-5-7581-249 | OPERATING MATERIAL & SUPPLIES | | $500 | | $1,000 |
| **Wastewater General** | **541-5-7581-250** | **BUILDING MAINTENANCE/REPAIRS** | | **$10,000** | | **$10,000** |
| Wastewater General | 541-5-7581-253 | VEHICLE MAINTENANCE/REPAIRS | | $4,000 | | $4,000 |
| **Wastewater General** | **541-5-7581-254** | **COPIER USAGE/SUPPLIES/MAINT** | | **$1,000** | | **$1,000** |
| Wastewater General | 541-5-7581-256 | WWTP MAINTENANCE/REPAIRS | | $150,000 | | $100,000 |
| **Wastewater General** | **541-5-7581-311** | **PROFESSIONAL SERVICES** | | **$35,000** | | **$35,000** |
| Wastewater General | 541-5-7581-313 | CONTRACTED SERVICES | | $70,000 | | $70,000 |
| **Wastewater General** | **541-5-7581-325** | **TECH/SOFTWARE SUPPORT** | | **$13,000** | | **$13,000** |
| Wastewater General | 541-5-7581-328 | EQUIPMENT RENT/LEASES | | $2,000 | | $2,000 |
| **Wastewater General** | **541-5-7581-334** | **SLUDGE DISPOSAL** | | **$120,000** | | **$120,000** |
| Wastewater General | 541-5-7581-351 | CONFERENCE,SEMINARS & TRAINING | | $6,000 | | $6,000 |
| **Wastewater General** | **541-5-7581-362** | **MAILING COST** | | **$500** | | **$1,000** |
| Wastewater General | 541-5-7581-381 | WIRELESS COMMUNICATIONS | | $4,500 | | $4,000 |
| **Wastewater General** | **541-5-7581-385** | **BUILDING WATER/SEWER SERVICES** | | **$6,000** | | **$0** |
| Wastewater General | 541-5-7581-385 | Five Accounts | $6,000 | | $0 | |
| **Wastewater General** | **541-5-7581-386** | **LANDSCAPING/IRRIGATION** | | **$2,000** | | **$8,000** |
| Wastewater General | 541-5-7581-387 | UTILITY ELECTRICITY | | $640,000 | | $640,000 |
| **Wastewater General** | **541-5-7581-418** | **SPECIAL PROJECTS** | | **$75,000** | | **$75,000** |
| Wastewater General | 541-5-7581-418 | Wastewater Capacity Study | $75,000 | | $75,000 | |
| **Wastewater General** | **541-5-7581-436** | **RATE STUDY** | | **$6,000** | | **$30,000** |
| Wastewater General | 541-5-7581-617 | CAPITAL EQUIPMENT PURCHASE | | $9,000 | | $0 |
| **Wastewater General** | **541-5-7581-617** | **Copier for WRF** | **$9,000** | | **$0** | |
| Wastewater General | 541-5-7581-650 | VEHICLES | | $50,000 | | $0 |
| **Wastewater General** | **541-5-7581-717** | **WIFA - PRINCIPAL** | | **$27,000** | | **$28,000** |
| Wastewater General | 541-5-7581-750 | WIFA - INTEREST | | $7,500 | | $7,000 |
| **Wastewater Environ. Management** | **541-5-7582-224** | **LAB SUPPLIES** | | **$7,000** | | **$7,000** |
| Wastewater Environ. Management | 541-5-7582-326 | LICENSE AND PERMITS | | $20,000 | | $20,000 |
| **Wastewater Environ. Management** | **541-5-7582-333** | **SAMPLING/TESTING** | | **$25,000** | | **$25,000** |
| Wastewater Environ. Management | 541-5-7582-351 | CONFERENCE SEMINAR TRAINING | | $7,500 | | $8,000 |
| **Wastewater Environ. Management** | **541-5-7582-370** | **DUES-MEMBERSHIPS-FEES** | | **$2,000** | | **$2,000** |
| Wastewater Environ. Management | 541-5-7582-370 | Storm Membership | $750 | | $750 | |
| **Wastewater Environ. Management** | **541-5-7582-370** | **AZ Water Membership** | **$455** | | **$455** | |
| Wastewater Environ. Management | 541-5-7582-370 | Misc. Adjustment | $795 | | $795 | |
| **Wastewater Operations** | **541-5-7585-655** | **SEWER PLANT** | | **$200,000** | | **$260,000** |
| Wastewater Operations | 541-5-7585-655 | 62079- WW Process Equipment Improvements | $200,000 | | $200,000 | |
| **Wastewater Operations** | **541-5-7585-655** | **WRF - Disinfection Feed System** | **$0** | | **$60,000** | |
| Wastewater Operations | 541-5-7585-656 | BUILDING/DATA INFRAS. IMPROV. | | $1,453,500 | | $1,491,000 |
| **Wastewater Operations** | **541-5-7585-656** | **62343 Public Works Facility Carryforward** | **$120,000** | | **$1,366,000** | |
| Wastewater Operations | 541-5-7585-656 | WRF - Equipment and Materials Building | $0 | | $125,000 | |
| **Wastewater Operations** | **541-5-7585-656** | **Public Works Facility** | **$1,333,500** | | **$0** | |
| Wastewater Operations | 541-5-7585-658 | Land Improvements | | $0 | | $250,000 |
| **Wastewater Operations** | **541-5-7585-658** | **Roadway Drainage Improvements at 1st Ave** | **$0** | | **$250,000** | |
| Wastewater Operations | 541-5-7585-670 | PRE-CONSTRUCTION DESIGN | | $145,000 | | $200,000 |
| **Wastewater Operations** | **541-5-7585-670** | **62227- Collections System Replacement** | **$125,000** | | **$200,000** | |
| Wastewater Operations | 541-5-7585-670 | Backup Pump for Brisas Lift Station | $20,000 | | $0 | |
| **Wastewater Operations** | **541-5-7585-960** | **DEPRECIATION** | | **$1,300,000** | | **$1,195,000** |
| Wastewater Operations | 541-5-7585-950 | TRANSFER OUT | | $2,100,000 | | $2,400,000 |
| **Wastewater Collections** | **541-5-7586-210** | **SMALL TOOLS/EQUIP/PARTS** | | **$1,000** | | **$1,000** |
| Wastewater Collections | 541-5-7586-211 | FUEL AND LUBRICANTS | | $6,000 | | $6,000 |
| **Wastewater Collections** | **541-5-7586-213** | **SAFETY EQUIPMENT/SUPPLIES** | | **$3,000** | | **$3,000** |
| Wastewater Collections | 541-5-7586-221 | PIPES, FITTINGS & REPAIRS | | $1,000 | | $1,000 |
| **Wastewater Collections** | **541-5-7586-222** | **CHEMICALS** | | **$5,000** | | **$7,000** |
| Wastewater Collections | 541-5-7586-253 | VEHICLE MAINTENANCE/REPAIRS | | $10,000 | | $10,000 |
| **Wastewater Collections** | **541-5-7586-256** | **WWTP MAINTENANCE/REPAIRS** | | **$41,000** | | **$19,000** |
| Wastewater Collections | 541-5-7586-311 | PROFESSIONAL SERVICES | | $2,000 | | $2,000 |

| | | | | | |
|---|---|---|---|---|---|
| **COMPANY NAME:** | City of El Mirage | | | QUOTE # | Q-23815 |
| **BILLING ADDRESS:** | 10000 N El Mirage Rd | | | | |
| **CITY:** | El Mirage | **State:** | AZ | **ZIPCODE:** | 85335 |
| **Quote Name:** | EL Mirage CCTV Quote 8.6.24 | | | | |
| **Scope of Work:** | Quote for CCTV of 100,000 ft of sewer line camera work. This is a time and material estimate. | | | | |

| PERSONNEL | | | |
|---|---|---|---|
| **DESCRIPTION** | **QUANTITY** | **NUMBER OF SHIFTS** | **AMOUNT** |
| | | **PERSONNEL TOTAL** | **$0.00** |
| **EQUIPMENT** | | | |
| **DESCRIPTION** | **QUANTITY** | **NUMBER OF SHIFTS** | **AMOUNT** |
| Sewer & Lift Cleaning (rate for TV equip to videotape lines) | 1.00 | 33.00 | $72,600.00 |
| | | **EQUIPMENT TOTAL** | **$72,600.00** |
| **SUPPLIES** | | | |
| **SUPPLIES** | **QUANTITY** | | **AMOUNT** |
| | | **SUPPLIES TOTAL** | **$0.00** |
| **SERVICES** | | | |
| **SERVICES** | **QUANTITY** | | **AMOUNT** |
| | | **SERVICES TOTAL** | **$0.00** |
| **THIRD PARTY SERVICES** | | | |
| **THIRD PARTY SERVICES** | **QUANTITY** | | **AMOUNT** |
| | | **THIRD PARTY SERVICES TOTAL** | **$0.00** |
| | | **QUOTE TOTAL** | **$72,600.00** |

**Ancon Represenative**

X_____

**Client Represenative**

X_____

**CITY OF SCOTTSDALE**
**CITY SERVICES CONTRACT**

THIS CONTRACT entered into this 26th day of July, 2024, by and between the City of Scottsdale, an Arizona Municipal Corporation, the "City", and Ancon Marine, Inc, dba Ancon Services, a California corporation, the "Contractor".

WITNESSETH

The City desires to contract for ongoing maintenance and cleaning of sanitary sewer lines at the City's Water and Wastewater Treatment facilities, as needed, in order to minimize the occurrence of sewer overflows.

The Contractor is duly qualified to perform the requested non-professional services;

In consideration of the mutual promises and obligations, the parties agree as follows:

## *1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION*

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

## *1.1 SERVICE DESCRIPTION*

The entire Request for Proposal No. 022024-144 identified as Sewer and Lift Station Cleaning is incorporated herein by this reference as fully as if written out below. Contractor's proposal submitted in response to Request for Proposal Number 022024-144 and dated May 8, 2024 is incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Request for Proposal conflicts with any provision of the Contractor's proposal, the provision of the Request for Proposal will control. If any provision of the Contractor's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

## *1.2 ACCEPTANCE AND DOCUMENTATION*

A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in Section 1.1 above.



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C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

## *2.0 BILLING RECORDS, AUDIT, FEES*

### *2.1 BILLING RECORDS, AUDIT*

The time spent for each task must be recorded and submitted to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make these materials available for audit by the City in accordance with Section 4.7 of this Contract.

### *2.2 FEE SCHEDULE*

Contractor will be paid according to the Pricing Proposal forms submitted in the Contractor's proposal dated May 8, 2024, attached as "Exhibit A" for reference.

### *2.3 PAYMENT APPROVAL*

All charges must be approved by the Contract Administrator before payment.

### *2.3.1 PAYMENT TERMS*

The City of Scottsdale's payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Ste 210
Scottsdale, Arizona 85251-4468

### *2.4 PRICE ADJUSTMENT*

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate



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the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

A change in pricing for **Hourly (labor)** may only be requested by the Contractor, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. Labor price increases shall become effective only after approval by the Purchasing Director. Once approved the prince increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The percentage increase in the unit pricing may not exceed the percent change in the Employment Cost Index for total compensation, for civilian workers, by occupational group and industry (not seasonally adjusted) for the Percentage Change from the previous twelve (12) months, as published by the U.S. Department of Labor Statistics.

## *3.0 TERM, EXTENSION, TERMINATION*

### *3.1 TERM AND EXTENSION*

The term of this Contract shall be for a one (1) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

### *3.2 TERMINATION*

Termination for Convenience: City reserves the right to terminate this contract or any part of this contract for its sole convenience with 30 days' written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of any termination, the Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Contractor's compensation will be based upon this determination. The City will make this final payment within 60 days after the Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors, which Contractor could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this contract with 7 days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City



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for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.3.2.

### *3.3 FUNDS APPROPRIATION*

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least 30 days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of this period.

## *4.0 GENERAL TERMS*

### *4.1 ENTIRE AGREEMENT*

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

### *4.2 ARIZONA LAW*

This Contract is governed and interpreted according to the laws of the State of Arizona.

### *4.3 MODIFICATIONS*

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

### *4.4 ASSIGNMENT*

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

### *4.5 SUCCESSORS AND ASSIGNS*

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.



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## 4.0 GENERAL TERMS – CONT'D

### 4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is Craig Craddock, Wastewater Collections Manager, or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Contractor will channel reports and special requests through the Contract Administrator.

### 4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the
Contractor's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

### 4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.



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## 4.0 GENERAL TERMS – CONT'D

### 4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

### 4.10 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

### 4.11 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Darin Cook
General Manager – Phoenix Branch
Ancon Marine dba Ancon Services
1777 N. 23rd Ave.
Phoenix, AZ 85009
(602)725-5448
darinc@anconservices.com

In the case of City:

Craig Craddock
Wastewater Collections Manager
8787 E. Hualapai Dr.
Scottsdale, AZ 85255
(480)312-8759
ccraddock@scottsdaleaz.gov

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.



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### *4.12 FORCE MAJEURE*

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

### *4.13 TAXES*

Contractor will be solely responsible for any and all tax obligations which may result from the Contractors performance of this contract. The City will have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

### *4.14 ADVERTISING*

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

### *4.15 COUNTERPARTS*

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

### *4.16 CAPTIONS*

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

### *4.17 SUBCONTRACTORS*

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The approval of the City must be obtained before the addition of any Subcontractors.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.



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## *4.0 GENERAL TERMS – CONT'D*

### *4.18 CHANGES IN THE WORK*

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

### *4.19 CO-OP USE OF CONTRACT*

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

### *4.20 COMPLIANCE WITH FEDERAL AND STATE LAWS*

The Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

### *4.21 IMMIGRATION LAW COMPLIANCE*

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.



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## 4.21 *IMMIGRATION LAW COMPLIANCE – CONT'D*

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

## 4.22 *LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS*

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all-NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation, please indicate date of submittal. If your acceptable Affidavit is already on file with the City, that filing satisfies this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at http://www.scottsdaleaz.gov/Purchasing on the lower right side of the page under Forms.

## 4.23 *ISRAEL BOYCOTT PROHIBITION*

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.



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## *4.0 GENERAL TERMS – CONT'D*

### *4.24 FORCED LABOR OF ETHNIC UYGHURS*

Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it will not, use:

1) The forced labor of ethnic Uyghurs in the People's Republic of China.
2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

### *4.25 NO PREFERENTIAL TREATMENT OR DISCRIMINATION*

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

### *4.26 INDEMNIFICATION*

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.



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## *4.0 GENERAL TERMS – CONT'D*

### *4.27 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS*

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

## *5.0 INSURANCE*

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

**Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.**

### *5.1 Insurance Representations and Requirements*

*5.1.1* General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

*5.1.2* No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.



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***5.1.3*** Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

***5.1.4*** Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

***5.1.5*** Policy Deductibles and or Self-Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

***5.1.6*** Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

***5.1.7*** Evidence of Insurance and Required Endorsements: Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance as required.



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2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

## *5.2* Required Coverage

**5.2.1** Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than $3,000,000 for each occurrence, $3,000,000 Products and Completed Operations Annual Aggregate, and a $3,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

**5.2.2** Vehicle Liability

If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

**5.2.3** Workers' Compensation Insurance

Contractor must maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee and $1,000,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

**5.2.4** Contractor's Errors & Omissions and Pollution Liability

Contractor must purchase and maintain "occurrence" form Contractor's Errors & Omissions and Pollution Liability with limits of $1,000,000 per occurrence, $2,000,000 annual aggregate limit. The policy must cover any pollution incident arising out of your activities, or the activities of any person or entity for whom you are legally liable, or liability that you assume under contract.



BlueInk Bundle ID: wt6O6fnS1v

## 6.0 *SEVERABILITY AND AUTHORITY*

### 6.1 *SEVERABILITY*

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

### 6.2 *AUTHORITY*

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

## 7.0 *REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM*

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

## 8.0 *DONATIONS*

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.



BlueInk Bundle ID: wt6O6fnS1v

**CONTRACTOR:** Ancon Marine (dba Ancon Services)

By: Blake Hardin 7/25/24 15:17 MST
Signature

Blake Hardin
Printed Name

CEO
Title

10571 Los Alamitos blvd.
Company Address

**CITY CONTRACT ADMINISTRATOR:**

By: Craig Craddock 7/26/24 06:00 MST
Craig Craddock
Contract Administrator

**CITY OF SCOTTSDALE**

**CITY OF SCOTTSDALE REVIEW:**

By: 7/26/24 11:38 MST
Jenn Myers, MPA, CPPO, NIGP-CPP, CPPB
Purchasing Director

By: Denise Plug 7/26/24 10:40 MST
George Woods
Risk Management Director

**APPROVED AS TO FORM:**

By: Lindsay Hampshire 7/26/24 11:30 MST
Sherry R. Scott, City Attorney
Lindsay Hampshire
Assistant City Attorney





BlueInk Bundle ID: wt6O6fnS1v

**AGENDA ITEM 5. 12.**

City of EL MIRAGE Arizona

*GRAND HERITAGE. BRIGHT FUTURE!*

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/12/2024 | **TYPE OF ACTION:** Purchase | **SUBJECT:** Consideration and action to authorize the City Manager to order 1826 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of $662,838 and authorize the finance department to make any necessary transfers. (Public Works) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Nick Russo, Public Works Director |

**RECOMMENDATION:**

Authorize the City Manager to order 1826 acre feet (AF) of Central Arizona Project (CAP) subcontract water and pay the associated delivery and recharge fees in the amount of $662,838. Also, authorize the finance department to make any necessary transfers.

**PROPOSED MOTION:**

I move to authorize the City Manager to order 1,826 acre feet (AF) of Central Arizona Project (CAP) sub-contract water as presented.

**BACKGROUND:**

The city pumps approximately 5,000 AF of groundwater annually, which requires replenishment. The City's long-term strategic plan utilizes four types of water supply to meet the 5,000 AF replenishment demand: effluent recharge, CAP recharge, long-term storage credits, and extinguishment credits. Currently, the City has an annual allotment of 1,826 AF from CAP. CAP requires water allocations for calendar year 2025 to be ordered by October 2024. This request is to authorize the purchase of the 2025 order of 1,826 AF from CAP in an amount not to exceed $662,838.

| | | | |
|---|---|---|---|
| **BUDGETED:** | Yes | **SUFFICIENT FUNDS:** | Yes |
| **CIP:** | No | **MULTI-YEAR:** | No |

**Fiscal Impact**

| | |
|---|---|
| **AMOUNT REQUESTED:** | $662,838 |
| **FISCAL YEAR:** | FY25 |
| **ACCOUNT TO BE CHARGED:** | 511-5-7115-482 |

**Attachments**

El Mirage 2025 CAP Water Order

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

*Public Works Department*
*10355 N 121st Avenue, El Mirage 85335*
*623-935-6405; Fax 623-935-6184; TDD 623-933-3258*
*www.cityofelmirage.org*

August 12, 2024

**Water Services Administrator**
Water Control, Central Arizona Project
PO Box 43020
Phoenix, AZ 85080-3020

**RE: Subcontract 2025 order**

- City of El Mirage
- Municipality
- 508 acre-feet total

**Requested Water Type**

- **Subcontract (No. 07-XX-30-W0504)** @ 508 Acre Feet
- **Subcontract (No. 21-XX-30-W0699)** @ 1318 Acre Feet

**Delivery Schedule 2025**

Request for water to be delivered and stored beginning in **July 2025** at one or all of the three Underground Storage Facilities listed below.

- **Hieroglyphic Mountains Recharge Project**
  Water Storage Permit 73-584466.1200
- **Agua Fria Recharge Project (Constructed Facility)**
  Water Storage Permit 73-569776.1300
- **Tonopah Desert Recharge Project**
  Water Storage Permit 73-593305.1400

The 2025 CAP subcontract fees will be $363.00 per acre-foot (AF).
Delivery $295.00 per AF; Capital costs $54.00 per AF; and Storage/Recharge $14.00 per AF.

**In the Event NIA Available**
NIA allocation is approved and contracts assigned during 2025 El Mirage would take the allocated 1318 Acre Feet at the 2025 Fee of $363.00 per acre-foot for delivery, capital costs and storage.

**Future Projections**

- 2026 CAP subcontract 508 Acre Feet; CAP NIA 1318 Acre Feet
- 2027 CAP subcontract 508 Acre Feet; CAP NIA 1318 Acre Feet

**Contact Info:** Mark Ortiz
10355 N 121st Ave
El Mirage, AZ 85335
Phone 623-876-4252
Email: mortiz@elmirageaz.gov

June 6, 2024

# CENTRAL ARIZONA PROJECT
# FINAL 2025-2030 RATE SCHEDULE
# BOARD APPROVED

## DELIVERY RATES FOR VARIOUS CLASSES OF WATER SERVICE

Units = $/ acre-foot

(The Letter Designations in the Formulas Refer to the Rate Components Shown Below)

| Water Volume (acre feet) | 900K | 900K | 900K | 900K | 900K | 900K | 900K |
|---|---|---|---|---|---|---|---|
| | | Firm | Provi-sional | Advisory | | | |
| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
| Municipal and Industrial Subcontract (B+C) | $ 270 | $ 295 | $ 304 | $ 306 | $ 322 | $ 335 | $ 350 |
| Federal Contract (B+C) | $ 270 | $ 295 | $ 304 | $ 306 | $ 322 | $ 335 | $ 350 |
| Agricultural Settlement Pool (C) [1] | $ 78 | $ 95 | $ 98 | $ 101 | $ 104 | $ 107 | $ 110 |
| Excess (A+B+C) [2] | $ 323 | $ 349 | $ 360 | $ 370 | $ 386 | $ 396 | $ 409 |
| Interstate (A+B+C+D) | TBD | TBD | TBD | TBD | TBD | TBD | TBD |

## RATE COMPONENTS

Units = $/acre-foot

| Water Volume (acre feet) | 900K | 900K | 900K | 900K | 900K | 900K | 900K |
|---|---|---|---|---|---|---|---|
| | | Firm | Provi-sional | Advisory | | | |
| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
| **Capital Charges** | | | | | | | |
| Municipal and Industrial - Long Term Subcontract-Full rate | $ 72 | $ 69 | $ 67 | $ 64 | $ 64 | $ 61 | $ 59 |
| Board applied taxes to Repayment [3] | $ (19) | $ (15) | $ (11) | TBD | TBD | TBD | TBD |
| (A) Municipal and Industrial - Long Term Subcontract-Net [3] | $ 53 | $ 54 | $ 56 | $ 64 | $ 64 | $ 61 | $ 59 |
| **Delivery Charges** | | | | | | | |
| Fixed O&M [4] | 145 | 160 | 166 | 164 | 177 | 184 | 194 |
| "Big R" [4] | 47 | 40 | 40 | 41 | 41 | 44 | 46 |
| (B) Fixed OM&R [4] | $ 192 | $ 200 | $ 206 | $ 205 | $ 218 | $ 228 | $ 240 |
| (C) Pumping Energy Rate [5] | $ 78 | $ 95 | $ 98 | $ 101 | $ 104 | $ 107 | $ 110 |
| (D) Property Tax Equivalency | TBD | TBD | TBD | TBD | TBD | TBD | TBD |
| (E) 2020 Voluntary Rate Stabilization [6] | $ (11) | $ - | $ - | $ - | $ - | $ - | $ - |

## DIRECT UNDERGROUND WATER STORAGE

Units = $/acre-foot

| | | Firm | Provi-sional | Advisory | | | |
|---|---|---|---|---|---|---|---|
| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
| **Underground Water Storage O&M** [7] | | | | | | | |
| Phoenix AMA | $ 14 | $ 14 | $ 15 | $ 15 | $ 15 | $ 15 | $ 15 |
| Tucson AMA | 15 | 15 | 15 | 15 | 15 | 15 | 15 |
| **Underground Water Storage Capital Charge** [8] | | | | | | | |
| Phoenix AMA | $ 15 | $ 15 | $ 15 | $ 15 | $ 15 | $ 15 | $ 15 |
| Tucson AMA | 9 | 9 | 9 | 9 | 9 | 9 | 9 |

June 6, 2024

# CENTRAL ARIZONA PROJECT
# FINAL 2025-2030 RATE SCHEDULE
# BOARD APPROVED

**NOTES:**

1) Agricultural Settlement Pool only pays the energy rate in accordance with the Arizona Water Settlement Agreement.
2) In the event excess water is available, charges would include the water delivery rate plus a capital charge equivalent.
3) For M&I use water, the Capital Charge is paid on full allocation regardless of amount delivered and is not included in delivery rates. The Capital Charge rate is impacted by the following:
   - 2024 - 1 1/2 cents of 2022/23 property taxes are being applied to the federal repayment, resulting in a reduction of $19/AF.
   - 2025 - 1 1/2 cents of 2023/24 property taxes are being applied to the federal repayment, resulting in a reduction of $15/AF.
   - 2026 - 1 cent of 2024/25 property taxes are being applied to the federal repayment, resulting in a reduction of $11/AF.
4) Fixed OM&R charge consists of Fixed O&M and "Big R" (Water delivery capital, large extraordinary maintenance projects and bond debt service). Both charges are reconciled to actual expenses and water volumes. Debt service on CAP's Water Delivery O&M Revenue Bonds, Series 2016 is about $3.6 million annually and is included in "Big R". This rate is collected on all scheduled water whether delivered or not.
5) The pumping energy rate applies to all actual water volumes delivered as opposed to scheduled.
6) The 2020 Voluntary Rate Stabilization program will be completely utilized in 2024, for those entities participating, resulting in a reduction in the Energy rate. Posted rates do not include this reduction. This is a customer funded program.
7) Underground Water Storage O&M is paid by all direct recharge customers using CAP recharge sites.
8) Underground Water Storage Capital Charge is paid by all direct recharge customers except AWBA for M&I firming, the CAGRD, municipal providers within the CAP service area and co-owners of CAWCD recharge facilities using no more than their share of capacity.

Key Assumptions

-Hohokam CDR allocations are not ordered and therefore do not incur capital charges
-Water volume for Fixed OM&R includes water deliveries, take or pay, and CAGRD long-term storage credit purchases
-Water volume for Energy includes water deliveries and CAGRD long-term storage credit purchases

## FIXED OM&R RATE AT ALTERNATIVE WATER VOLUMES (For Planning Purposes Only)

Units = $/ acre-foot

| | | Provi-sional | Advisory | | | |
|---|---|---|---|---|---|---|
| **Water Volume (acre-foot)** | **2025** | **2026** | 2027 | 2028 | 2029 | 2030 |
| **700,000** | **$ 257** | **$ 265** | $ 263 | $ 281 | $ 294 | $ 309 |
| **800,000** | **$ 224** | **$ 232** | $ 231 | $ 246 | $ 257 | $ 270 |
| **900,000** | **$ 200** | **$ 206** | $ 205 | $ 218 | $ 228 | $ 240 |
| **1,000,000** | **$ 180** | **$ 186** | $ 184 | $ 197 | $ 206 | $ 216 |
| **1,100,000** | **$ 164** | **$ 169** | $ 168 | $ 179 | $ 187 | $ 196 |

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/15/2024 | **TYPE OF ACTION:** Purchase | **SUBJECT:** Consideration and action to approve purchase of goods and services from James, Cook, and Hobson (JCH) for CIP 62079 (WRF process improvements) in an amount not to exceed $60,000. (Public Works) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

**TO:** Mayor and Council

**FROM:** Nick Russo, Public Works Director

**RECOMMENDATION:**

Approve purchase of goods and services from James, Cook, and Hobson (JCH) for CIP 62079 (WRF process improvements) in an amount not to exceed $60,000.

**PROPOSED MOTION:**

I move to approve the purchase of goods and services from JCH as presented.

**BACKGROUND:**

The systematic replacement of equipment at the City's water reclamation facility (WRF) is identified as CIP 62079. This project evaluates all capital pieces of equipment at the wastewater plant and implements a replacement schedule to ensure that all components are in working order and appropriate redundancies are achieved. This request seeks approval for the purchase of goods and services from James, Cook, and Hobson (JCH) in an amount not to exceed $60,000. The assets being replaced are proprietary and JCH is the sole provider for the specific pumps and motors that the WRF requires.

**BUDGETED:** Yes
**SUFFICIENT FUNDS:** Yes
**CIP:** Yes
**CIP/Activity #:** 62079
**MULTI-YEAR:** No

**Fiscal Impact**

**AMOUNT REQUESTED:** $60,000
**FISCAL YEAR:** FY25
**ACCOUNT TO BE CHARGED:** 541-5-7585-655

**Attachments**

CIP62079 - JCH FY25
JCH Quote and Estimated Purchase

# Capital Improvement Plan FY2025-FY2029

| ACTIVITY # | REQUEST TITLE | FUND | DEPT | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| 62501 | Replace Digital Signs | General | Admin | $260,000 | $0 | $0 | $0 | $0 | **$260,000** |
| 62309 | 121st Avenue Roadway Improvements – Additional Design Funding | HURF | Dev Serv | $23,000 | $370,000 | $0 | $0 | $0 | **$393,000** |
| 62502 | A Street, Myer Lane & 119th Avenue Signing and Striping Improvements | HURF | Dev Serv | $82,000 | $0 | $0 | $0 | $0 | **$82,000** |
| 62503 | City Hall Expansion | General | Dev Serv | $587,000 | $5,328,000 | $0 | $0 | $0 | **$5,915,000** |
| 62504 | ITS Tracer Wire Improvements | General | Dev Serv | $89,000 | $0 | $0 | $0 | $0 | **$89,000** |
| | Linear Park | Grants | Dev Serv | $0 | $0 | $0 | $500,000 | $3,500,000 | **$4,000,000** |
| 62505 | Police Station Expansion | General | Dev Serv | $186,000 | $2,845,000 | $0 | $0 | $0 | **$3,031,000** |
| 62213 | Roadway Drainage Improvements at 1st Avenue | WW | Dev Serv | $250,000 | $0 | $0 | $0 | $0 | **$250,000** |
| 62308 | Varney Road Roadway Improvements – Additional Design Funding | HURF | Dev Serv | $50,000 | $0 | $0 | $0 | $0 | **$50,000** |
| 62707 | Finance Software Replacemet | General | Finance | $0 | $0 | $1,000,000 | $0 | $0 | **$1,000,000** |
| 62506 | Decontamination Washer for Self Contained Breathing Apparatus' | General | Fire | $70,000 | $0 | $0 | $0 | $0 | **$70,000** |
| 62201 | Fire Apparatus (Fire suppression Vehicle) Replacement Program | General | Fire | $0 | $0 | $1,400,000 | $0 | $0 | **$1,400,000** |
| 62507 | Fire Training Equipment & Site Improvements | General | Fire | $42,000 | $0 | $0 | $0 | $0 | **$42,000** |
| 62508 | Replacement Air Compressor | General | Fire | $50,000 | $0 | $0 | $0 | $0 | **$50,000** |
| 62406 | Replacement Heart Monitor/Defibrillator | General | Fire | $0 | $55,000 | $0 | $55,000 | $0 | **$110,000** |
| | Self Contained Breathing Equipment Replacement | General | Fire | $0 | $0 | $0 | $0 | $350,000 | **$350,000** |
| 62509 | Vehicle Replacement Program (Non-Fire Suppression) | General | Fire | $52,000 | $0 | $0 | $85,000 | $75,000 | **$212,000** |
| | Cactus Road Resurfacing | HURF | HURF | $0 | $0 | $1,750,000 | $0 | $0 | **$1,750,000** |
| | Downtown Residential Road Resurfacing | HURF | HURF | $0 | $0 | $0 | $0 | $1,250,000 | **$1,250,000** |
| 62510 | Dysart Road Resurfacing | HURF | HURF | $2,500,000 | $0 | $0 | $0 | $0 | **$2,500,000** |
| 62511 | Grant Funded Lift Vehicle | HURF/Grants | HURF | $200,000 | $0 | $0 | $0 | $0 | **$200,000** |
| 62512 | HURF Equipment Replacement | HURF | HURF | $150,000 | $0 | $0 | $0 | $0 | **$150,000** |
| 62513 | MAG Funded Street Sweeper | HURF/Grants | HURF | $400,000 | $0 | $0 | $0 | $450,000 | **$850,000** |
| 62115 | Neighborhood Traffic Calming Program (NTCP) | HURF | HURF | $0 | $40,000 | $0 | $40,000 | $0 | **$80,000** |
| 62052 | Pavement Management Program | HURF | HURF | $1,400,000 | $1,400,000 | $1,400,000 | $1,400,000 | $1,400,000 | **$7,000,000** |
| | Thompson ranch Neighborhood Roadway Mill and Overlay | HURF | HURF | $0 | $1,000,000 | $0 | $0 | $0 | **$1,000,000** |
| | Vehicle Replacement Program - HURF | HURF | HURF | $0 | $0 | $0 | $67,000 | $0 | **$67,000** |
| 62514 | Disaster Recovery Backup Solution | General | IT | $50,000 | $0 | $0 | $0 | $0 | **$50,000** |
| | Network Switching Equipment Replacement | General/WW/Water | IT | $0 | $0 | $210,000 | $0 | $0 | **$210,000** |
| 62302 | Vehicle Replacement Program - Non-Departmental | General | Non-Dept | $0 | $0 | $0 | $0 | $48,000 | **$48,000** |
| 62515 | Park Improvements | General | Parks | $2,000,000 | $2,000,000 | $0 | $0 | $0 | **$4,000,000** |
| 62516 | Parks Vehicle | General | Parks | $53,000 | $0 | $0 | $0 | $0 | **$53,000** |
| 62704 | Playground Equipment Replacement | General | Parks | $0 | $0 | $80,000 | $80,000 | $80,000 | **$240,000** |
| 62036 | Vehicle Replacement Program - Parks | General | Parks | $0 | $62,000 | $64,000 | $0 | $68,000 | **$194,000** |
| | Crime Scene Vehicle | General | Police | $0 | $130,000 | $0 | $0 | $0 | **$130,000** |
| 62517 | Expanded Covered Secured Impounded Vehicle Parking | General | Police | $150,000 | $0 | $0 | $0 | $0 | **$150,000** |
| 62518 | Police Vehicle for Lieutenant | General | Police | $80,000 | $0 | $0 | $0 | $0 | **$80,000** |
| 62519 | Upgraded Records Management System | General | Police | $600,000 | $85,000 | $90,000 | $95,000 | $100,000 | **$970,000** |
| 62040 | Vehicle Replacement Program – Police | General | Police | $265,000 | $268,000 | $300,000 | $314,000 | $352,000 | **$1,499,000** |
| 62103 | Vehicle Replacement Program - Facilities | General | PW | $0 | $62,000 | $0 | $0 | $68,000 | **$130,000** |
| 62227 | Collections System Replacement Program | WW | WW | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | **$1,000,000** |
| 62079 | Wastewater Process System Improvements | WW | WW | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | **$1,000,000** |
| | WRF Air Scrubber Replacement | WW | WW | $0 | $600,000 | $0 | $600,000 | $0 | **$1,200,000** |
| 62520 | WRF Disinfection Feed System | WW | WW | $60,000 | $0 | $0 | $0 | $0 | **$60,000** |

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

*Public Works*
*10355 N 121st Avenue, El Mirage 85335*
*623-935-6405; Fax 623-935-6184; TDD 623-933-3258*
*www.elmirageaz.gov*

**TO:** Valerie Ojeda, Procurement Specialist, Senior

**FROM:** Nick Russo, Public Works Director

**SUBJECT:** Sole Source: James, Cooke & Hobson.

**DATE:** 8/15/24

Regarding submitted requisition, this purchase is through sole source procurement, as the equipment to be purchased is specialized and proprietary to James, Cooke & Hobson. Per §30.24, no additional quotes are attached.

xylem
Let's Solve Water

**Water Utilities**

Grant Stayberg
Western Regional Territory Manager
4109 NE 107th St., Vancouver WA, 98686
Tel +1.503.706.0601

July 1, 2024

Re: Flygt, a Xylem Water Solutions company

To Whom It May Concern,

Xylem Water Solutions, Flygt brand (Flygt) is the manufacturer of Flygt pumps and parts for your water and wastewater processes. All equipment, components and parts associated with your Flygt equipment should originate from Flygt's Factories.

Flygt, A Xylem brand solely uses James, Cooke and Hobson as its only authorized representation/direct distributor in New Mexico, Arizona and parts of Nevada (Clark County) and Texas territories. All inquiries regarding Flygt equipment and parts as well as service should be routed through James, Cooke and Hobson. Below is their contact information.

This letter is in effect through an indefinite period as per their contract. If there are any changes to James, Cooke and Hobson's contract; Flygt a Xylem brand will provide written notice.

James, Cooke & Hobson Inc
3501 E Broadway Rd
Phoenix, AZ 85040
Phone (602) 243-0585

If there are any questions concerning the above statement please feel free to contact me

Sincerely,

Grant Stayberg

Grant Stayberg
Western Regional Territory Manager - Water Utilities

City of
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*Public Works Department*
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*www.elmirageaz.gov*

**MEMORANDUM**

TO: Nick Russo, Public Works Director

FROM: Adam Ford, Utilities Supervisor (Wastewater)

SUBJECT: FY25 Anticipated Purchases - JCH

DATE: August 22, 2024

The wastewater division is planning to complete replacements to system assets at the WRF in FY25 as part of CIP 62079. The attached quotation from JCH is a baseline price for one unit. The division plans to purchase up to three of these units. Calculations for the estimated total cost based on the quotation from JCH are below:

| | |
|---|---|
| Baseline quote for one unit = | $12,474.53 |
| Assume 50% contingency (taxes/shipping/unforeseen) = | $18,711.80 |
| Three units x $18,711.80 = | $56,135.40 |
| Total purchase request = | $60,000.00 |

JCH
JAMES • COOKE • HOBSON
3501 E. Broadway Rd Phoenix, AZ 85010
(602) 243-0585 jchinc.com

# Quotation

DATE 7/24/2024
Quotation # 1391
PO#

**Quotation For:**
City of El Mirage

Kevin Voigt

*Job Name.* City of El Mirage
Model 3202 095-1006
S/N: 1580016
*Prepared by.* Matt Akers
*Location:*

Unless otherwise stated Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment (OAC) Prices do not include any sales and or use taxes Applicable taxes will be added to the invoice at the rate in effect at the time of shipment Interest shall accrue on past due amounts of 1.5% per month Freight terms are F.O.B. factory full freight allowed NOTICE Any customer items left after 60 days will be disposed of at JCH's discretion

| QTY | DESCRIPTION | UNIT PRICE | Tax | AMOUNT |
|---|---|---|---|---|
| | Repair for Flygt 3202 095-1580016. This repair consist of adding new cable and seal sleeve to the pump. The pump housing will be replaced The seals will be pressure tested Fresh glycol will be added. All electrical readings will be completed before running the pump dry within the shop | | | |
| 1 | | | $ | 12,474.53 |

Warranty Information:

Repairs completed, include1-year of warranty providing coverage on part failure and the services performed within the rebuild. Warranty does not apply to failures caused by external factors and reasonings beyond the repair or workmanship

| | | |
|---|---|---|
| SUBTOTAL | | |
| TAX RATE | | |
| SALES TAX | | |
| OTHER | $ | - |
| TOTAL | $ | 12,474.53 |

**LEAD TIME:**

If you have any questions concerning this quotation, Please contact me immediately.

**THANK YOU FOR YOUR BUSINESS!**

AGENDA ITEM 5. 14.

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

## REQUEST FOR COUNCIL ACTION

| | | |
|---|---|---|
| **DATE SUBMITTED:** 08/27/2024 | **TYPE OF ACTION:** Application | **SUBJECT:** Consideration and action to request and accept funds, if awarded, to submit a 2024 Maricopa Association of Governments (MAG) Call for Projects grant application in an approximate amount of $400,000 with a required match of 5.7% for the purchase of a street sweeper and authorize Finance to make necessary budget transfers. (Grants/Public Works) |
| **DATE ACTION REQUESTED:** 09/04/2024 | | |
| **AGENDA SECTION:** Consent | | |

| |
|---|
| **TO:** Mayor and Council |
| **FROM:** Martina Longoria, Grants Program Coordinator |

**RECOMMENDATION:**

Approve a request and acceptance of grant funds, if awarded, from MAG in an approximate amount of $400,000 for the purchase of a street sweeper and authorize Finance to make the necessary budget transfers.

**PROPOSED MOTION:**

I move to approve submittal of an application to request funds and acceptance, if granted, from MAG for the 2024 Call for Projects as presented.

**BACKGROUND:**

MAG Call for Projects applications are due on September 13, 2024. If awarded, a current 12-year-old street sweeper will be replaced with a PM-10 certified street sweeper. The purpose of the PM-10 certified street sweeper program is to reduce particulate emissions matter by vehicles traveling on paved roads.