

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, MARCH 15, 2016**

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

Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

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

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino
Councilmember David Shapera

Vice Mayor Joe Ramirez
Councilmember Bob Jones
Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda 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 respond to the matter, and/or (3) direct that the matter be put on a future agenda.

IV. 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 approving the minutes of the Regular Council Meeting held Tuesday, March 1, 2016. (City Clerk)
2. Consideration and possible action to approve Resolution R16-03-07 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for Impaired Driving Prevention through marketing and branding. (Police Department)
3. Consideration and possible action to approve Resolution R16-03-08 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for Police Department Selective Traffic Enforcement associated with RADAR Units. (Police Department)
4. Consideration and possible action to approve Resolution R16-03-09 for submitting a grant and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for Police Department Driving-Under-the-Influence (DUI) Enforcement overtime and associated marketing materials. (Police Department)
5. Consideration and possible action to approve Resolution R16-03-10 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for the "Click it or Ticket" campaign. (Police Department)
6. Consideration and possible action to approve Resolution R16-03-11 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for equipment to facilitate the Fire Department Traffic Safety Education Campaign. (Fire Department)

V. REGULAR AGENDA

- A. Consideration and action to utilize a City of Chandler contract with Weber Water Resources to upgrade the programmable logic controllers at four of the City's well sites, in an amount not-to-exceed \$230,000 and authorizing a budget transfer of \$200,000 from the Special Projects Fund to the Water Fund. (Public Works)
- B. Consideration and action to authorize the City Manager to transfer budget and funds in an amount not to exceed \$28,500 from Council Contingency into the Sanitation Fund to support the Spring 2016 Bulk Trash Program. (Public Works)

VI. CITY MANAGER 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. Items to be discussed will include, but not be limited to, the following:

1. Easter Event
2. New Employees

VII. 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.

VIII. 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, 12145 NW Grand Avenue, 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 MARCH 15, 2016
I hereby certify that this agenda was posted by 5:00 p.m. on March 11, 2016 at the following locations:
1) the City of El Mirage Exterior Bulletin Board at 12145 N.W. Grand Avenue, and 2) the City of El Mirage website at www.cityofelmirage.org.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: 03/09/2016</p> <p>DATE ACTION REQUESTED: 03/15/2016</p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION # _____</p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER: Approval of Minutes</p>	<p>SUBJECT: Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, March 1, 2016.</p>
--	--	--

TO: Mayor and Council
FROM: Sharon Antes, City Clerk
RECOMMENDATION: Approve minutes from the March 1, 2016 Regular Council meeting.
PROPOSED MOTION: I move to approve the minutes of the March, 2016 Regular Council Meeting as presented.
ATTACHMENTS: Draft Minutes

DISCUSSION: Draft minutes are attached for Council's review and approval.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

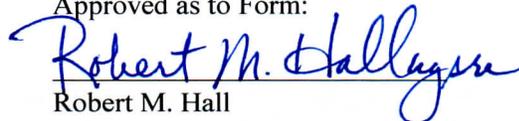
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

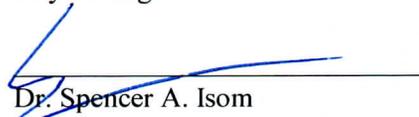
3/11/16
Date

Approved as to Form:


Robert M. Hall

3/11/16
Date

City Manager:


Dr. Spencer A. Isom

3/11/16
Date

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, MARCH 1, 2016**

Minutes

I. ROLL CALL

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember Lynn Selby, Councilmember David Shapera

II. CALL TO ORDER

The meeting was called to order at 6:00 pm.
Pledge of Allegiance
Moment of Silence

III. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda 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 respond to the matter, and/or (3) direct that the matter be put on a future agenda.

No comment cards were received.

IV. 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 approving the minutes of the Regular Council Meeting held Tuesday, February 16, 2016. (City Clerk)
2. Consideration and action approve Resolution R16-03-05 adopting the 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan. (Fire)
3. 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. (Fire & Building Safety)

Vice Mayor Ramirez moved to approve all items listed on the consent agenda as presented; seconded by Councilor Shapera. Motion carried unanimously (7/0).

V. REGULAR AGENDA

- A.** Consideration and action to approve a contract between City of El Mirage and American Medical Response to provide ambulance transport. (Fire)

Fire Chief Jim Wise introduced Regional Director John Valentine and Regional Chief Operations Officer Glenn Kasperzak from American Medical Response (AMR); they were present to answer any questions.

Fire Chief Jim Wise and Finance Director Robert Nilles presented the item. Chief Wise reported the contract is for ambulance services with an initial term for a period of three years and up to three additional one-year terms after the original contract term. Payments to the City will be for failure to meet response times, paramedic ride-ins, supplies and reporting.

Finance Director Robert Nilles discussed payment options stating payments from AMR were not anticipated because they would be for failure to meet contract requirements but they are provided for in the contract.

Mr. Kasperzak stated he is proud to be working with the City of El Mirage and advised Council this will actually be an extension of an existing contract the City has in place since AMR purchased Rural Metro as of January 26, 2016.

Councilor Shapera referred to Section 59.C Customer Satisfaction of the contract stating believes the reporting should be given to Council two times a year; otherwise, he thinks the contract is perfect.

Councilor Delgado asked how many bids were received for this service and was advised by Dr. Isom this is a professional services contract negotiated only with a limited number of companies approved by the Department of Health Service who have been issued Certificates of Necessity from the State. Councilor Delgado then asked where the ambulance facility will be located and was informed by Mr. Kasperzak that they will remain at the current location at this time but will review opportunities for possible use of City owned property in the future.

Mayor Mook thanked AMR for becoming a part of El Mirage.

Vice Mayor Ramirez moved to approve the contract with American Medical Response as presented; seconded by Councilor Palladino. Motion carried unanimously (7/0).

- B.** Consideration and action to approve a Memorandum of Understanding (MOU) between City of El Mirage (COEM) and El Mirage Fire Fighters Association (EMFFA). (Fire)

Finance Director Robert Nilles and Firefighter Chris Richardson, representing the El Mirage Fire Fighter's Association (EMFFA), presented this item. Mr. Nilles reported this was a cooperative process providing mutual benefit. The MOU is a consolidated three-year MOU and not an Addendum to previous MOUs for the three year period 2017-2019 which also incorporates the Council-approved compensation plan. Mr. Nilles provided details on the wage and benefit changes in the MOU. The MOU addresses 40-hour sworn fire employees and clarifies and enhances FLSA language as well as other items such as compensatory time, arson investigation pay and vacation leave.

Fire Fighter Chris Richardson stated this is approximately his eighth MOU he has been a part of negotiating and thanked Council for the most efficient and easiest process he has experienced. Dr. Isom stated the recent change in leadership with Mr. Richardson representing EMFFA is the very reason the constructive partnership with the City has been possible. He further informed Council that Chief Wise has created a new staffing organization changing the response model which will provide a lot more stability to the department. Chief Wise is also looking to change the response model by including a full-time shift Battalion Chief to provide a better command presence.

Vice Mayor Ramirez is very happy about the constructive dialogue between city management and EMFFA.

Vice Mayor Ramirez moved to approve a three-year Memorandum of Understanding between City of El Mirage and the El Mirage Fire Fighters Association as recommended; seconded by Councilor Palladino. Motion carried unanimously (7/0).

- C.** Consideration and action to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along Varney Road between 129th Avenue and 127th Avenue in an amount not to exceed \$181,845.00, including contingency. (Development & Community Services)

Development & Community Services Director/City Engineer Jorge Gastelum reported on the FY 2016-2020 \$250,000 CIP project for design and construction of extending the existing water main along Varney Road between 127th Avenue and 129th Avenue. Wilson Engineers provided the design and the City advertised the project in February, 2016. Five bids were received and Axiom Consulting, LLC provided the lowest bid at \$165,313.55. This request for construction services totals \$165, 313.55 plus a 10% contingency for a total project cost of \$181,845.00.

Vice Mayor Ramirez moved to approve entering into a contract with Axiom Contracting, LLC for the total cost of \$181,845.00 including a 10% contingency; seconded by Councilor Jones. Motion carried unanimously (7/0).

- D.** Public hearing, closure of public hearing, followed by consideration and action to adopt Ordinance O16-03-03 amending City Code Section §154.102 DEFINITION OF TERMS (B) PERSONS and §154.107 MISCELLANEOUS REQUIREMENTS (K) *Noise*. (Police)

Mayor Mook opened the Public Hearing.

Assistant Police Chief Laura Liuzzo reported the purpose of this proposed code amendment is because the current city noise code is difficult to enforce due to vagueness and it does not differentiate the reasonableness of noise levels based upon the time of day or location. The revised code more closely mirrors the Arizona Revised Statute (ARS) criminal code for Disorderly Conduct (13-2904) which uses a reasonableness standard. The Title 13 version of the definition of “person” is also being proposed which is broader than the current city code version. The proposed code will establish the location where the decibel level measurement is taken from and will create a presumption of unreasonable noise from 10:00 p.m. to 6:00 a.m.

Mayor Mook asked if this would include barking dogs and Chief Liuzzo stated no because another City Code adequately addresses barking dogs.

Councilor Shapera inquired about how the 55 db. standard was established and was advised by AC Liuzzo that the 55 db. was already a part of the current City Code and while there are some noises that could exceed 55 db., such leaf blowers, she stated that time of day use would determine reasonableness. Councilor Shapera further asked what the consequence would be for violation and was advised this violation would be a civil charge with fines; under egregious circumstances there could be criminal charges.

Councilor Jones stated staff did a super job of clearing up loopholes.

Councilor Delgado stated businesses on the east side of El Mirage Road , adjacent to Gateway Park, often start quite early in the morning during summer months and wondered how the time constraint would impact them; AC Liuzzo reported the police department would work the businesses regarding reasonable expectations.

No public comments were received and May Mook closed the Public Hearing.

Vice Mayor Ramirez moved to approve Ordinance O16-01-01 to amend City Code §154.102 and City Code §154.107 as recommended; seconded by Councilor Jones. Motion carried unanimously (7/0).

E. Consideration and action to adopt Resolution R16-03-06 adopting the FY 2017-2021 Capital Improvement Plan (CIP). (Finance)

Finance Director Robert Nilles reported the City sales tax collections have increased from \$4.92M in 2006 to 6.74M in 2016. The per capita secondary tax levy has remained consistent at \$60M from 2012/13 through 2015/16 and the per capita primary tax levy has decreased for the same time period. Mr. Nilles then stated the CIP fiscal year totals for each of the five years from 2017 through 2021 and highlighted numerous additions to the 2017-21 CIP that included a plotter/scanner, public safety vehicle lighting, server, firewall, and computer replacements, pole camera purchase, software conversion and upgrades, police vehicle revolving replacement, skate park enhancements, relocation of Community Garden, public works vehicle replacements, bus pullouts incorporated into the El Mirage Road construction project, replacement fencing for water line access, and vector truck repairs.

Councilor Shapera asked where the Community Garden would be relocated to and was advised by Dr. Isom it is planned for the corner of El Mirage Road and Ventura, north of the Senior Center. He further confirmed that the current location of the garden is a commercial lot owned by the City.

Councilor Shapera asked why the City would pay to remove and/or replace property owner's fencing and outbuildings encroaching on the water line easement. Mr. Nilles reported the City has an easement but the property technically belongs to the property owner. There are 10-12 property owners who would be impacted.

Vice Mayor Ramirez asked if there was a City code addressing property owners building over an easement. Dr. Isom reported this is a unique situation where in the past the City either allowed or did not pay attention to the fact that fences were being built over the easement and waterlines. City Engineer Gastelum explained that in other areas, the City has right of ways, but these are only easements which are not owned by the City, rather, they are owned by the property owners. The plan is to create an alleyway where two rear fences join over the easements on Alto and Palm Streets north of Thunderbird Road. This is a preventive measure since the water lines have been in place for many years and repairs are possible but far more difficult without clear access.

Councilor Shapera questioned the \$500,000 noted for Northern Parkway and Mr. Nilles reported the first payment this year is budgeted the same as before to avoid the appearance of breaching the contract.

Vice Mayor Ramirez moved to approve Resolution R16-03-06 adopting the FY 2017-2021 Capital Improvement Plan (CIP); seconded by Councilor Jones. Motion carried unanimously (7/0).

VI. CITY MANAGER 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. Items to be discussed will include, but not be limited to, the following:

1. Legal Update

Attorney Scott Houston updated Council regarding a worker's comp claim regarding an employee stating the City did prevail in this situation on several counts; the incident was not defined under Arizona Exposure as a significant exposure the medical attention received was not recognized to be reasonable and necessary. The award will not be final until March 12, 2016.

2. Easter Event

Dr. Isom reported there will be an Easter Eggstravaganza on Saturday, March 19th from 9:00 a.m. to 1:00 p.m. at Gentry Park. There will be egg hunts for all ages, free photos with the Easter Bunny, arts and crafts, petting zoo, carnival rides, music, and food and free admission. Sponsors include Parks & Sons of Sun City, Inc., Walmart, Hickman's Family Farms, Coco's Towing and APS.

3. Groundbreaking Ceremony for City Hall

The groundbreaking ceremony for the New City Hall will take place on Thursday, March 3rd at 10:00 a.m.

4. General Construction Update Regarding Road Improvements.

Mr. Gastelum reported work on underground utilities is underway on El Mirage Road south of Cactus to Peoria Road and by the end of March, asphalt work should be started. Traffic will be moved from the east lanes to the west side.

The waterline north of Thunderbird will be completed in the next couple of weeks at which time resurfacing of El Mirage road north of Thunderbird will begin. The contractor is the same for both projects with the equipment already on site providing for a smooth and efficient transition.

The one-year state intersection project on Thunderbird Road and Grand Avenue will be ready to advertise the first week of April and construction is scheduled to begin late June.

Dr. Isom commended Jorge Gastelum and his staff regarding their superb handling of many simultaneous major projects in the City at this time.

5. Bulk Trash Report

Deputy City Manager Larry Dobrosky reported on the background and history of the bulk trash program in partnership with Parks & Sons. He restated the goal of enhancing community appearance by providing a convenience to residents for curbside bulk trash pick-up two times per year. The cost in 2013 was approximately \$27,450 and by 2014 was near \$45,000. The program became very popular but costs also increased because of non-compliance issues. Many of those issues were addressed with an enhanced and productive program now in place that involves Code Enforcement, but the costs have continued to rise. Solving the non-compliance issues has helped to reduce some of the labor costs, but the program has grown in popularity resulting in higher costs. The budget for FY 2015/16 is \$60K and the Fall event cost \$46K. Mr. Dobrosky stated a decision would need to be considered for the Spring 2016 event; either cancel and wait for the Fall event in next fiscal year or possibly request funds from Council Contingency to help offset the budget shortfall for FY 2015/16.

6. Luke Air Force Base Award

Police Chief Terry McDonald displayed the framed Fighter Country Partnership Award received by the City in recognition of the partnership with the City of El Mirage. Assistant Chief Liuzzo also received the same award for her actions and chairmanship of a very successful fundraising event. He stated he was proud to attend the award dinner and feels the City was very well represented and recognized. Dr. Isom pointed out AC Liuzzo obtained sixteen sponsors and raised \$24,000. AC Liuzzo stated she has worked with Luke Air Force Base for years and was proud to contribute in this small way; she also recognized Fire Chief Wise and Battalion Chief Juan Rodrigues for their participation in a very successful event.

7. Police Chief Terry McDonald's Email to Police Department Staff

Chief McDonald explained to Council his position for sending an email to all police department staff that Council had received. He stated he needs to have a work force who understands they have management who support them and they need to be armed with accurate information. He commended Finance Director Robert Nilles on his presentation at the previous Council meeting and believed subsequent unfounded rumors needed to be squelched. There would be no pay cuts and the police department is not going to be replaced by the Sherriff's department. If Police Officers are going to be disillusioned, he would prefer it was from factual information. The Police Department needs to be an organization of people who want to be a part of this City and if they are not entirely happy working for the El Mirage Police Department they may need to explore their options. He appreciates every one of his employees and feels good about telling of the support from Dr. Isom and Council on a day to day basis.

8. Dr. Isom commendations:

Dr. Isom commended Robert Nilles, Christy Eusebio and all other staff involved in the CIP and other documents this City has grown to depend on over the years.

9. Deputy City Manager Larry Dobrosky

Dr. Isom reported that Deputy City Manager Larry Dobrosky will soon be the City Administrator in St. Charles, MO. His last day with the City is Friday, March 4th. He is an extremely capable person and has been a pleasure to work with over the years. Friday evening there will be a goodbye gathering at Red's restaurant at the Wigwam's Resort in Litchfield Park. Mr. Dobrosky has a phenomenal spirit and family and he will do a phenomenal job for the City of St. Charles.

Larry Dobrosky stated he has been extremely blessed to be part of this organization for the past 4 ½ years. Leadership and staff have given very good direction and the support to be innovative and creative has provided many opportunities for his department. He has enjoyed his personal and professional relationship with Dr. Isom and the staff and department heads are a great group of people. He is most proud of the staff in Public Works. He thanked the City for the confidence in him and appreciates having been a part of this organization.

VII. 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.

Councilor Shapera stated he attended the recent Antique Car Show special event and reported it was very well attended. He also noted there were far more cars participating than he has ever seen before in El Mirage. He also participated in the Dysart Elementary School reading program and advised Thompson Ranch School is looking for more readers next week. He stated it is a great experience.

Vice Mayor Ramirez thanked staff who worked on the FY 2017/21 Capital Improvement Plan. He stated this is a blueprint for the future and shows transparency; he is confident this can show accountability to taxpayers for their dollars. He further stated saying goodbye to Deputy City Manager Larry Dobrosky is bittersweet; he is sorry to see him go but knows it is a great opportunity for him. He will be missed and is always welcome to come back home.

VIII. ADJOURNMENT

The meeting was adjourned at 7:40 pm.

Lana Mook, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the El Mirage Regular City Council Meeting held on Tuesday, March 1, 2016 and a quorum was present.

Sharon Antes, City Clerk

DRAFT

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>03/08/2016</u> DATE ACTION REQUESTED: <u>03/15/2016</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION # <u>R16-03-07</u> <input type="checkbox"/> ORDINANCE # _____ <input type="checkbox"/> OTHER: _____	SUBJECT: Consideration and possible action to approve Resolution R16-03-07 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for Impaired Driving Prevention through marketing and branding.
---	--	---

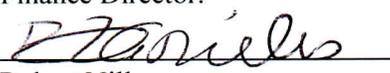
TO: Mayor and Council
FROM: Janeen K. Gaskins, Grants Writer/Assistant to City Manager 
RECOMMENDATION: To approve Resolution R16-03-07 for an application submittal and acceptance of grant funds, if awarded, from GOHS for Impaired Driving Prevention through marketing and branding.
PROPOSED MOTION: I move to approve Resolution R16-03-07 for the GOHS grant as recommended.
ATTACHMENTS: Resolution R16-03-07, Grant Application

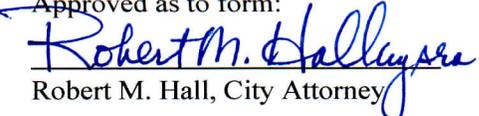
DISCUSSION: Pursuant to current requirements of the Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2017 Grant Proposal Guide, Council resolutions are required for each grant request. Requests are for a one federal fiscal year period (October 1, 2016 – September 30, 2017) and are due by March 31, 2016. To assist the Police Department in mitigating tragic vehicular incidents, a proposed grant request is for marketing and branding equipment costs associated with "wrapping" a patrol car to promote driving safety.

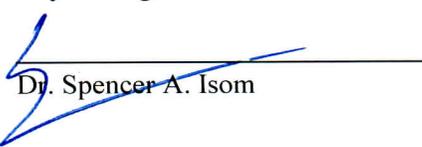
FISCAL IMPACT: None. Match funding is not required

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

 Robert Nilles 3/15/16
 Date

Approved as to form:

 Robert M. Hall, City Attorney 3/11/16
 Date

City Manager:

 Dr. Spencer A. Isom 3/16/16
 Date

RESOLUTION R16-03-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, ENTER INTO A GRANT AGREEMENT FOR HIGHWAY SAFETY, GRANT PROGRAM YEAR 2016-2017 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS), STATE OF ARIZONA FOR IMAIRED DRIVING PREVENTION – MARKETING AND BRANDING

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of El Mirage, through the El Mirage Police Department, has been invited to submit projects to be considered for GOHS funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of El Mirage, in Maricopa County, Arizona:

- Section 1. Hereby acknowledge and authorize the filing of a grant application for funding assistance under Arizona's FY 2016-2017, Highway Safety Plan, and
- Section 2. Hereby acknowledge and authorize Terry McDonald, Police Chief, as the appointed agent for the City of El Mirage to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant application and grant award.

PASSED AND ADOPTED this 15th day of March 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon, Antes, City Clerk

Robert Hall, City Attorney

Cover Page

Project Title DUI Prevention & Education Vehicle

Total Grant Funding Requested \$3,000.00

Total ERE Percentage 33

Agency Name: El Mirage Police Department

Contact Information: 12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3000
Fax: (623) 500-3001

Governmental Unit: City of El Mirage

Address: 12145 NW Grand Av, El Mirage AZ 85335

Project Director: Terry McDonald

Contact Information: Chief
12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3000
Fax: (623) 500-3001
E-mail: tmcdonald@cityofelmirage.org

Project Administrator: Aimee Currey

Contact Information: Crime Analyst
12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3006
Fax: (623) 500-3001
E-mail: acurrey@cityofelmirage.org

Fiscal/Financial Contact: Dana Williams

Contact Information: Accountant
12145 N.W. Grand Ave.
El Mirage, AZ 85335
Phone: (623) 972-8116
Fax: (623) 876-4603
E-mail: dwilliams@cityofelmirage.org

DRAFT

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

Cover Page

For GOHS Office use only

Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Maricopa County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

Impaired Driving (AL): DUI Prevention & Education Vehicle – Painting of existing patrol car to promote non-impaired driving; Vehicle will be used for enforcement during DUI Task Force events, enforcement within the City of El Mirage and as a community education tool - \$3,000

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The El Mirage Police Department proudly serves the estimated 33,000 residents with 43 sworn and 14 civilian personnel. The department attracts highly regarded, experienced officers whose depth of knowledge and policing philosophy have ensured a sustained focus on traffic safety coupled with direct citizen engagement. Additionally, the department has added several new hires with an energetic enthusiasm for traffic and DUI enforcement.

U.S. Census Bureau estimates based on the 2013 American Community Survey indicates approximately 48% of the City's population claims Hispanic ancestry, while a broad spectrum of other ethnicities/nationalities is represented by the balance of the population. An estimated 22% of residents live far below federal poverty thresholds, as evidenced by an annual per capita income of just \$16,736. Slightly more than 35% of residents is under the age of 18 and 6.4% is over age 65. Unemployment stands at 7.1%, and those who are employed work primarily in service occupations. Anecdotal evidence suggests new residents are drawn to El Mirage for its relatively low cost of living (median home value - \$127,000) and proximity to Phoenix (19 miles southeast). Approximately 80% of El Mirage's 10 square miles is within the flight contours of Luke AFB 8 miles away, which limits residential and business development in large sections of the City.

El Mirage has 112 miles of residential streets and arterials within its boundaries. U.S. Highway 60 (Grand Ave.), one of the most traveled, congested highways in Arizona, runs along the City's eastern edge starting at 115th Ave. and ending at Greenway Rd. U.S. 60 is also a vital link in the statewide highway system, connecting metro Phoenix with Las Vegas and Interstate 15. In addition, U.S. 60 links El Mirage to neighboring communities including Peoria, Sun City, Sun City West, and Surprise. The El Mirage stretch of U.S. 60 is the primary access point for BNSF's automobile transport operations. Trains carrying thousands of new and used autos crisscross their way through the City 6 or more times daily. The at-grade rail crossings become impassable during train activity, resulting in travel delays for commuters and emergency vehicles at the City's busiest intersections.

Approximately 40% of El Mirage streets, including the U.S. 60 (Grand Ave) corridor, have no sidewalks. Residents, particularly children, frequently walk near the edge of roadways and on/near railroad tracks to access schools, parks, and shopping. The potential danger is palpable.

Currently, El Mirage Rd, a major street that runs north to south through the city, is undergoing significant expansion including additional north and south lanes, 'smart' traffic signals, bike lanes, and pedestrian infrastructure. Such improvements will transform El Mirage Rd. into a roadway of regional significance once its link to Loop 303 is complete. Planners anticipate unprecedented commercial and residential growth as a result.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding.

Proposal Summary

According to most U.S. Census and County estimates, the El Mirage population is expected to increase by 1,000 residents per year for the foreseeable future. This influx of new residents will increase traffic incidents along U.S. 60 (Grand Avenue), the City's most traveled roadway, which runs the length of El Mirage's eastern border. U.S. 60 also traverses multiple West Valley communities, and is a feeder route to Las Vegas. During the next three to five years, reconstruction involving other important roadways in El Mirage including Thunderbird Road and Northern Parkway is expected to bring traffic reconfigurations and delays. More long term, reconstruction will mean the addition of multiple traffic lanes, bike lanes, pedestrian infrastructure and direct links to the new Loop 303. The anticipated traffic surges will redefine El Mirage as a destination, as well as a commercial corridor. Therefore, GOHS assistance is vital to ensuring that the Police Department's proactive approach to traffic-related issues remains intact.

The number of individuals arrested by the El Mirage Police Department for DUI related charges increased almost 70% between 2014 and 2015. DUI focused enforcement projects, including task force events, may contribute to this increase but it is also likely that increases in traffic and population contribute as well. Traffic collisions increased 7.1% from 2014 to 2015, which also supports the increase in traffic and population in the City of El Mirage.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The El Mirage Police Department typically has only one squad of 5-7 patrol officers on duty at one time. While this squad size is typically sufficient to address citizen calls for service, it limits the department's ability to conduct intensive and proactive traffic and DUI enforcement. The department depends on overtime to address these enforcement areas at a significant cost to the city.

The Department has also stepped up active engagement with community groups such as Mothers Against Drunk Driving (MADD), Students Against Drunk Driving (SADD), neighborhood HOA's, retirement communities, and neighborhood watch groups, who routinely serve as the Department's 'eyes and ears' for locations where traffic issues may be problematic. Such collaborations have influenced the location and sequencing of traffic signals; determined speed limits; helped identify bike lane and ADA ramp locations; and dictated placement of motor officers. IN 2015, the department worked with community groups and City staff to install speed limit radar signs and flashing speed limit signs in areas of high pedestrian activity in an effort to slow traffic.

Additionally, in the past three fiscal years, El Mirage PD and Surprise PD have integrated Spillman reporting and dispatch services, which improved emergency response times, data sharing, and reports generation crucial to expedited traffic enforcement and criminal activity in both communities. This mix of activities is directly responsible for the following ongoing results:

- (1) A response time of 24 hours or less for all citizens' traffic-related complaints
- (2) Monthly traffic enforcement patrols at schools in El Mirage
- (3) El Mirage Police Department's hosting or co-hosting of DUI enforcement events at least once each quarter in the West Valley
- (4) Announcement of upcoming traffic enforcement activities in the City newspaper, on the City's web site and on the City's cable channel.

 Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

- S = Specific**
- M = Measurable**
- A = Action-Oriented**
- R = Realistic**
- T = Time-Framed**

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

- Participate in a minimum of 12 speed enforcement details during the grant period - October 1, 2016 through September 30, 2017.
- Offer DUI and traffic-related maps and related statistics regarding each task force event conducted in El Mirage throughout the grant period - October 1, 2016 through September 30, 2017.
- Continue public awareness of DUI-related traffic issues through maximum use of available information outlets (e.g. digital billboards, PSA's, feature articles in the El Mirage News) so that information is disseminated at least monthly during the grant period - October 1, 2016 through September 30, 2017.
- Continue collaborations with El Mirage Police Department's school resource officer and local school administrators in developing and delivering proactive awareness campaigns about the dangers of DUI, speed, and other traffic issues, targeting high school sophomores and juniors in El Mirage during the grant period - October 1, 2016 through September 30, 2017.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

El Mirage Police Department is committed to an 'all in' mentality as prospects for more complex traffic issues are expected with the high profile road construction projects planned in and around the City. Traffic countermeasures proposed in this application will involve both sworn and non-sworn personnel who will be expected to coordinate efforts and leverage resources with other LEA's and support organizations such as M.A.D.D., S.A.D.D., and local school officials. Staff overtime, traffic monitoring equipment, as well as community demonstrations and education materials offer the highest visible evidence to all stakeholders of the department's commitment to highway safety.

Thanks to previous GOHS support, El Mirage PD has been provided a range of technological support and officer overtime crucial to accurate and defensible evidence regarding traffic enforcement, which the department could not have funded. This previous support, together with the support requested herein, will ensure the department's continued engagement in all aspects of local and regional traffic safety matters. Open dialogue with citizen groups, policy makers, educators, and hospitality business owners also lend credibility to El Mirage PD's stance on errant driver behaviors. Through such face-to-face discussions, as well as social media tools and other public outlets, El Mirage PD will continue to spread messages focused on the following themes:

- Designating a driver is a 'no brainer.'

Project Objectives, Methods of Procedure, Performance Measures: Project 1

- Teen drivers must understand that safe driving is one of their greatest responsibilities.
- Citizen reporting is easy, anonymous, and the right thing to do.
- Slow down and stay sober if you're driving in El Mirage or in any Northwest Valley community.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2017." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2017."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2017." "To participate in 8 speed enforcement details by September 30, 2017."

- To increase DUI arrests by 10% (Le. an additional 13 arrests) over the previous fiscal year.
- Using all available department resources including the Spillman Analytics dashboard program awarded previously by GOHS, El Mirage PD will conduct monthly traffic collision analyses and adjust traffic enforcement efforts based on high incidence areas as determined by the analyses.
- Utilize wrapped vehicle during DUI Task Force events and at least 1 community event per quarter.

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)		
	2015	2014	2013
Sober Designated Drivers Contacted	0	0	0
TOTAL DUI ARRESTS	215	137	86
Aggravated DUI Arrests	18	14	0
Misdemeanor DUI Arrests	197	123	86
Extreme DUI Arrests (.15+)	58	55	61
DUI-Drug Arrests			
DRE Evaluations	0	0	0
Under 21 DUI Arrests	4	7	9
Minor Consumption / Possession Arrests	17	16	14
TOTAL AGENCY CITATIONS	1740	1725	1270
Criminal Speed Citations	20	15	6
Aggressive Driving Citations	14	7	4
Civil Speed Citations	477	409	331
Other Citations(Except Speed)	1229	1294	930
Child Restraint Citations	83	119	39
Seat Belt Citations	9	11	9

Professional and Outside Services

Description

Impaired Driving (AL): DUI Prevention & Education Vehicle – Painting of existing patrol car to promote non-impaired driving; Vehicle will be used for enforcement during DUI Task Force events, enforcement within the City of El Mirage and as a community education tool - \$3,000

Description	Amount
DUI Prevention & Education vehicle - Painting of existing patrol car for use during DUI Task Force events, enforcement, and community events.	\$3,000

Total \$3,000

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$3,000	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$0	
Total Estimated Cost	\$3,000	

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>03/08/2016</u> DATE ACTION REQUESTED: <u>03/15/2016</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION # <u>R16-03-08</u> <input type="checkbox"/> ORDINANCE # _____ <input type="checkbox"/> OTHER: _____	SUBJECT: Consideration and possible action to approve Resolution R16-03-08 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for Police Department Selective Traffic Enforcement associated with RADAR Units
---	--	---

TO: Mayor and Council
FROM: Janeen K. Gaskins, Grant Writer/Assistant to City Manager 
RECOMMENDATION: To approve Resolution R16-03-08 for an application submittal and acceptance of grant funds, if awarded, from GOHS for Selective Traffic Enforcement associated with RADAR Units.
PROPOSED MOTION: I move to approve Resolution R16-03-08 for the GOHS grant as recommended.
ATTACHMENTS: Resolution R16-03-08, Grant Application

DISCUSSION: Pursuant to current requirements of the Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2017 Grant Proposal Guide, Council resolutions are required for each grant request. Requests are for a one federal fiscal year period (October 1, 2016 – September 30, 2017) and are due by March 31, 2016. To assist the Police Department in mitigating tragic vehicular incidents, a proposed grant request is for purchase of RADAR equipment units to help reduce speeding.

FISCAL IMPACT: None. Match funding is not required

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

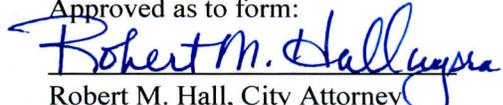


 Robert Nilles

3/11/16

 Date

Approved as to form:

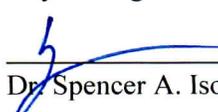


 Robert M. Hall, City Attorney

3/11/16

 Date

City Manager:



 Dr. Spencer A. Isom

3/11/16

 Date

RESOLUTION R16-03-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, ENTER INTO A GRANT AGREEMENT FOR HIGHWAY SAFETY, GRANT PROGRAM YEAR 2016-2017 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS), STATE OF ARIZONA FOR SELECTIVE TRAFFIC ENFORCEMENT – RADAR UNITS

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of El Mirage, through the El Mirage Police Department, has been invited to submit projects to be considered for GOHS funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of El Mirage, in Maricopa County, Arizona:

- Section 1. Hereby acknowledge and authorize the filing of a grant application for funding assistance under Arizona's FY 2016-2017, Highway Safety Plan, and

- Section 2. Hereby acknowledge and authorize Terry McDonald, Police Chief, as the appointed agent for the City of El Mirage to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant application and grant award.

PASSED AND ADOPTED this 15th day of March, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon, Antes, City Clerk

Robert Hall, City Attorney

Cover Page

Project Title Moving Radar Purchase

Total Grant Funding Requested \$9,500.00



Total ERE Percentage 33

Agency Name: El Mirage Police Department
Contact Information: 12401 W. Cinnabar Ave.
 El Mirage, AZ 85335
 Phone: (623) 500-3000
 Fax: (623) 500-3001

Governmental Unit: City of El Mirage
Address: 12145 NW Grand Av, El Mirage AZ 85335

Project Director: Terry McDonald
Contact Information: Chief
 12401 W. Cinnabar Ave.
 El Mirage, AZ 85335
 Phone: (623) 500-3000
 Fax: (623) 500-3001
 E-mail: tmcdonald@cityofelmirage.org

Project Administrator: Aimee Currey
Contact Information: Crime Analyst
 12401 W. Cinnabar Ave.
 El Mirage, AZ 85335
 Phone: (623) 500-3006
 Fax: (623) 500-3001
 E-mail: acurrey@cityofelmirage.org

Fiscal/Financial Contact: Dana Williams
Contact Information: Accountant
 12145 N.W. Grand Ave.
 El Mirage, AZ 85335
 Phone: (623) 972-8116
 Fax: (623) 876-4603
 E-mail: dwilliams@cityofelmirage.org

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

Cover Page

For GOHS Office use only

Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Maricopa County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

Police Traffic Services/Speed Control (PT): Raptor RP-1 Radar unit, 4 units with motorcycle mounts - \$9,500

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The El Mirage Police Department proudly serves the estimated 33,000 residents with 43 sworn and 14 civilian personnel. The department attracts highly regarded, experienced officers whose depth of knowledge and policing philosophy have ensured a sustained focus on traffic safety coupled with direct citizen engagement. Additionally, the department has added several new hires with an energetic enthusiasm for traffic and DUI enforcement.

U.S. Census Bureau estimates based on the 2013 American Community Survey indicates approximately 48% of the City's population claims Hispanic ancestry, while a broad spectrum of other ethnicities/nationalities is represented by the balance of the population. An estimated 22% of residents live far below federal poverty thresholds, as evidenced by an annual per capita income of just \$16,736. Slightly more than 35% of residents is under the age of 18 and 6.4% is over age 65. Unemployment stands at 7.1%, and those who are employed work primarily in service occupations. Anecdotal evidence suggests new residents are drawn to El Mirage for its relatively low cost of living (median home value - \$127,000) and proximity to Phoenix (19 miles southeast). Approximately 80% of El Mirage's 10 square miles is within the flight contours of Luke AFB 8 miles away, which limits residential and business development in large sections of the City.

El Mirage has 112 miles of residential streets and arterials within its boundaries. U.S. Highway 60 (Grand Ave.), one of the most traveled, congested highways in Arizona, runs along the City's eastern edge starting at 115th Ave. and ending at Greenway Rd. U.S. 60 is also a vital link in the statewide highway system, connecting metro Phoenix with Las Vegas and Interstate 15. In addition, U.S. 60 links El Mirage to neighboring communities including Peoria, Sun City, Sun City West, and Surprise. The El Mirage stretch of U.S. 60 is the primary access point for BNSF's automobile transport operations. Trains carrying thousands of new and used autos crisscross their way through the City 6 or more times daily. The at-grade rail crossings become impassable during train activity, resulting in travel delays for commuters and emergency vehicles at the City's busiest intersections.

Approximately 40% of El Mirage streets, including the U.S. 60 (Grand Ave) corridor, have no sidewalks. Residents, particularly children, frequently walk near the edge of roadways and on/near railroad tracks to access schools, parks, and shopping. The potential danger is palpable.

Currently, El Mirage Rd, a major street that runs north to south through the city, is undergoing significant expansion including additional north and south lanes, 'smart' traffic signals, bike lanes, and pedestrian infrastructure. Such improvements will transform El Mirage Rd. into a roadway of regional significance once its link to Loop 303 is complete. Planners anticipate unprecedented commercial and residential growth as a result.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. According to most U.S. Census and County estimates, the El Mirage population is expected to increase by 1,000 residents per year for the foreseeable future. This influx of new residents will increase traffic incidents

Proposal Summary

along U.S. 60 (Grand Avenue), the City's most traveled roadway, which runs the length of El Mirage's eastern border. U.S. 60 also traverses multiple West Valley communities, and is a feeder route to Las Vegas. During the next three to five years, reconstruction involving other important roadways in El Mirage including Thunderbird Road and Northern Parkway are expected to bring traffic reconfigurations and delays. More long term, reconstruction will mean the addition of multiple traffic lanes, bike lanes, pedestrian infrastructure and direct links to the new Loop 303. The anticipated traffic surges will redefine El Mirage as a destination, as well as a commercial corridor. Therefore, GOHS assistance is vital to ensuring that the Police Department's proactive approach to traffic-related issues remains intact.

The El Mirage Police Department responded to 7.1% more traffic collisions in 2015 than in calendar year 2014. This increase speaks to the increase in population and traffic related activity which is expected to increase as traffic patterns change and population numbers continue to increase. While the major road construction projects along Thunderbird and El Mirage Roads are in progress, traffic enforcement needs will remain higher than normal in an effort to maintain the safety of citizens traveling in the City. Enforcing lower speeds in construction areas as well as safe driving practices overall is a high priority for the department.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The El Mirage Police Department typically has only one squad of 5-7 patrol officers on duty at one time. While this squad size is typically sufficient to address citizen calls for service, it limits the department's ability to conduct intensive and proactive traffic and DUI enforcement. The department depends on overtime to address these enforcement areas at a significant cost to the city.

The Department has also stepped up active engagement with community groups such as Mothers Against Drunk Driving (MADD), Students Against Drunk Driving (SADD), neighborhood HOA's, retirement communities, and neighborhood watch groups, who routinely serve as the Department's 'eyes and ears' for locations where traffic issues may be problematic. Such collaborations have influenced the location and sequencing of traffic signals; determined speed limits; helped identify bike lane and ADA ramp locations; and dictated placement of motor officers. IN 2015, the department worked with community groups and City staff to install speed limit radar signs and flashing speed limit signs in areas of high pedestrian activity in an effort to slow traffic.

Additionally, in the past three fiscal years, El Mirage PD and Surprise PD have integrated Spillman reporting and dispatch services, which improved emergency response times, data sharing, and reports generation crucial to expedited traffic enforcement and criminal activity in both communities. This mix of activities is directly responsible for the following ongoing results:

- (1) A response time of 24 hours or less for all citizens' traffic-related complaints
- (2) Monthly traffic enforcement patrols at schools in El Mirage
- (3) El Mirage Police Department's hosting or co-hosting of DUI enforcement events at least once each quarter in the West Valley
- (4) Announcement of upcoming traffic enforcement activities in the City newspaper, on the City's web site and on the City's cable channel.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

- Participate in a minimum of 12 speed enforcement details during the grant period - October 1, 2016 through September 30, 2017.
- Offer DUI and traffic-related maps and related statistics regarding each task force event conducted in El Mirage throughout the grant period - October 1, 2016 through September 30, 2017.
- Continue public awareness of DUI-related traffic issues through maximum use of available information outlets (e.g. digital billboards, PSA's, feature articles in the El Mirage News) so that information is disseminated at least monthly during the grant period - October 1, 2016 through September 30, 2017.
- Continue collaborations with El Mirage Police Department's school resource officer and local school administrators in developing and delivering proactive awareness campaigns about the dangers of DUI, speed, and other traffic issues, targeting high school sophomores and juniors in El Mirage during the grant period - October 1, 2016 through September 30, 2017.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

El Mirage Police Department is committed to an 'all in' mentality as prospects for more complex traffic issues are expected with the high profile road construction projects planned in and around the City. Traffic countermeasures proposed in this application will involve both sworn and non-sworn personnel who will be expected to coordinate efforts and leverage resources with other LEA's and support organizations such as M.A.D.D., S.A.D.D., and local school officials. Staff overtime, traffic monitoring equipment, as well as community demonstrations and education materials offer the highest visible evidence to all stakeholders of the department's commitment to highway safety.

Thanks to previous GOHS support, El Mirage PD has been provided a range of technological support and officer overtime crucial to accurate and defensible evidence regarding traffic enforcement, which the department could not have funded. This previous support, together with the support requested herein, will ensure the department's continued engagement in all aspects of local and regional traffic safety matters. Open dialogue with citizen groups, policy makers, educators, and hospitality business owners also lend credibility to El Mirage PD's stance on errant driver behaviors. Through such face-to-face discussions, as well as social media tools and other public outlets, El Mirage PD will continue to spread messages focused on the following themes:

- Designating a driver is a 'no brainer.'

Project Objectives, Methods of Procedure, Performance Measures: Project 1

- Teen drivers must understand that safe driving is one of their greatest responsibilities.
- Citizen reporting is easy, anonymous, and the right thing to do.
- Slow down and stay sober if you're driving in El Mirage or in any Northwest Valley community.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2017." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2017."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2017." "To participate in 8 speed enforcement details by September 30, 2017."

- To increase DUI arrests by 10% over the previous fiscal year.
- Using all available department resources including the Spillman Analytics dashboard program awarded previously by GOHS, El Mirage PD will conduct monthly traffic collision analyses and adjust traffic enforcement efforts based on high incidence areas as determined by the analyses.

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)		
	2015	2014	2013
Sober Designated Drivers Contacted	0	0	0
TOTAL DUI ARRESTS	215	137	86
Aggravated DUI Arrests	18	14	0
Misdemeanor DUI Arrests	197	123	86
Extreme DUI Arrests (.15+)	58	55	61
DUI-Drug Arrests			
DRE Evaluations	0	0	0
Under 21 DUI Arrests	4	7	9
Minor Consumption / Possession Arrests	17	16	14
TOTAL AGENCY CITATIONS	1740	1725	1270
Criminal Speed Citations	20	15	6
Aggressive Driving Citations	14	7	4
Civil Speed Citations	477	409	331
Other Citations(Except Speed)	1229	1294	930
Child Restraint Citations	83	119	39
Seat Belt Citations	9	11	9

Capital Outlay

Description

Police Traffic Services/Speed Control (PT): Purchase of Raptor RP-1 Radar unit, 4 units with motorcycle mounts - \$9,500

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
(2) Raptor RP Radar units	1	\$9,500.00			\$9,500
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$9,500

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$9,500	
Total Estimated Cost	\$9,500	

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>03/08/2016</u></p> <p>DATE ACTION REQUESTED: <u>03/15/2016</u></p> <p><u> </u> REGULAR <u> X </u> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><u> X </u> RESOLUTION #<u>R16-03-09</u></p> <p><u> </u> ORDINANCE # <u> </u></p> <p><u> </u> OTHER:</p>	<p>SUBJECT: Consideration and possible action to approve Resolution R16-03-09 for submitting a grant and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) to pay for Police Department Driving-Under-the-Influence (DUI) Enforcement overtime and associated marketing materials.</p>
---	---	--

<p>TO: Mayor and Council</p>
<p>FROM: Janeen K. Gaskins, Grants Writer/Assistant to City Manager </p>
<p>RECOMMENDATION: To approve Resolution R16-03-09 for an application submittal and acceptance of grant funds, if awarded, from GOHS for Driving-Under-the-Influence (DUI) Enforcement overtime and associated marketing materials.</p>
<p>PROPOSED MOTION: I move to approve Resolution R16-03-09 for the GOHS grant as recommended.</p>
<p>ATTACHMENTS: Resolution R16-03-09, Grant Application</p>

DISCUSSION: Pursuant to current requirements of the Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2017 Grant Proposal Guide, Council resolutions are required for each grant request. Requests are for a one federal fiscal year period (October 1, 2016 – September 30, 2017) and are due by March 31, 2016. To assist the Police Department in mitigating tragic vehicular incidents, a proposed grant request is for Police overtime costs at DUI Task Force events during holidays and associated marketing materials.

FISCAL IMPACT: None. Match funding is not required

DEPARTMENT LINE ITEM ACCOUNT: N/A

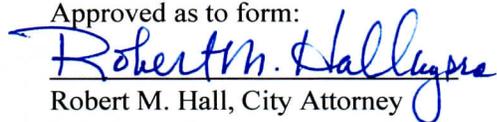
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

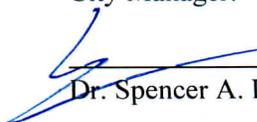
3/11/16
Date

Approved as to form:


Robert M. Hall, City Attorney

3/11/16
Date

City Manager:


Dr. Spencer A. Isom

3/11/16
Date

RESOLUTION R16-03-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, ENTER INTO A GRANT AGREEMENT FOR HIGHWAY SAFETY, GRANT PROGRAM YEAR 2016-2017 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS), STATE OF ARIZONA FOR DUI ENFORCEMENT OFFICER OVERTIME AND ASSOCIATED MARKETING MATERIALS

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of El Mirage, through the El Mirage Police Department, has been invited to submit projects to be considered for GOHS funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of El Mirage, in Maricopa County, Arizona:

- Section 1. Hereby acknowledge and authorize the filing of a grant application for funding assistance under Arizona's FY 2016-2017, Highway Safety Plan, and
- Section 2. Hereby acknowledge and authorize Terry McDonald, Police Chief, as the appointed agent for the City of El Mirage to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant application and grant award.

PASSED AND ADOPTED this 15th day of March, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon, Antes, City Clerk

Robert Hall, City Attorney

Cover Page

Project Title DUI Enforcement

**Total Grant Funding
Requested** \$16,000.00

DRAFT

Total ERE Percentage 33

Agency Name: El Mirage Police Department
Contact Information: 12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3000
Fax: (623) 500-3001

Governmental Unit: City of El Mirage
Address: 12145 NW Grand Av, El Mirage AZ 85335

Project Director: Terry McDonald
Contact Information: Chief
12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3000
Fax: (623) 500-3001
E-mail: tmcdonald@cityofelmirage.org

Project Administrator: Aimee Currey
Contact Information: Crime Analyst
12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3006
Fax: (623) 500-3001
E-mail: acurrey@cityofelmirage.org

Fiscal/Financial Contact: Dana Williams
Contact Information: Accountant
12145 N.W. Grand Ave.
El Mirage, AZ 85335
Phone: (623) 972-8116
Fax: (623) 876-4603
E-mail: dwilliams@cityofelmirage.org

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

Cover Page

For GOHS Office use only

Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Maricopa County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

Impaired Driving (AL): Overtime for local patrols and DUI Task Force participation by uniformed officers - \$15,000

Impaired Driving (AL): DUI Prevention Marketing and Branding Materials - Includes printed materials, educational handouts, and demonstration products for use during community events - \$1,000

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The El Mirage Police Department proudly serves the estimated 33,000 residents with 43 sworn and 14 civilian personnel. The department attracts highly regarded, experienced officers whose depth of knowledge and policing philosophy have ensured a sustained focus on traffic safety coupled with direct citizen engagement. Additionally, the department has added several new hires with an energetic enthusiasm for traffic and DUI enforcement.

U.S. Census Bureau estimates based on the 2013 American Community Survey indicates approximately 48% of the City's population claims Hispanic ancestry, while a broad spectrum of other ethnicities/nationalities is represented by the balance of the population. An estimated 22% of residents live far below federal poverty thresholds, as evidenced by an annual per capita income of just \$16,736. Slightly more than 35% of residents is under the age of 18 and 6.4% is over age 65. Unemployment stands at 7.1%, and those who are employed work primarily in service occupations. Anecdotal evidence suggests new residents are drawn to El Mirage for its relatively low cost of living (median home value - \$127,000) and proximity to Phoenix (19 miles southeast). Approximately 80% of El Mirage's 10 square miles is within the flight contours of Luke AFB 8 miles away, which limits residential and business development in large sections of the City.

El Mirage has 112 miles of residential streets and arterials within its boundaries. U.S. Highway 60 (Grand Ave.), one of the most traveled, congested highways in Arizona, runs along the City's eastern edge starting at 115th Ave. and ending at Greenway Rd. U.S. 60 is also a vital link in the statewide highway system, connecting metro Phoenix with Las Vegas and Interstate 15. In addition, U.S. 60 links El Mirage to neighboring communities including Peoria, Sun City, Sun City West, and Surprise. The El Mirage stretch of U.S. 60 is the primary access point for BNSF's automobile transport operations. Trains carrying thousands of new and used autos crisscross their way through the City 6 or more times daily. The at-grade rail crossings become impassable during train activity, resulting in travel delays for commuters and emergency vehicles at the City's busiest intersections.

Approximately 40% of El Mirage streets, including the U.S. 60 (Grand Ave) corridor, have no sidewalks. Residents, particularly children, frequently walk near the edge of roadways and on/near railroad tracks to access schools, parks, and shopping. The potential danger is palpable.

Currently, El Mirage Rd, a major street that runs north to south through the city, is undergoing significant expansion including additional north and south lanes, 'smart' traffic signals, bike lanes, and pedestrian infrastructure. Such improvements will transform El Mirage Rd. into a roadway of regional significance once its link to Loop 303 is complete. Planners anticipate unprecedented commercial and residential growth as a result.

Problem Statement:

Proposal Summary

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. According to most U.S. Census and County estimates, the El Mirage population is expected to increase by 1,000 residents per year for the foreseeable future. This influx of new residents will increase traffic incidents along U.S. 60 (Grand Avenue), the City's most traveled roadway, which runs the length of El Mirage's eastern border. U.S. 60 also traverses multiple West Valley communities, and is a feeder route to Las Vegas. During the next three to five years, reconstruction involving other important roadways in El Mirage including Thunderbird Road and Northern Parkway is expected to bring traffic reconfigurations and delays. More long term, reconstruction will mean the addition of multiple traffic lanes, bike lanes, pedestrian infrastructure and direct links to the new Loop 303. The anticipated traffic surges will redefine El Mirage as a destination, as well as a commercial corridor. Therefore, GOHS assistance is vital to ensuring that the Police Department's proactive approach to traffic-related issues remains intact.

The number of individuals arrested by the El Mirage Police Department for DUI related charges increased almost 70% between 2014 and 2015. DUI focused enforcement projects, including task force events, may contribute to this increase but it is also likely that increases in traffic and population contribute as well. Traffic collisions increased 7.1% from 2014 to 2015, which also supports the increase in traffic and population in the City of El Mirage.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The El Mirage Police Department typically has only one squad of 5-7 patrol officers on duty at one time. While this squad size is typically sufficient to address citizen calls for service, it limits the department's ability to conduct intensive and proactive traffic and DUI enforcement. The department depends on overtime to address these enforcement areas at a significant cost to the city.

The Department has also stepped up active engagement with community groups such as Mothers Against Drunk Driving (MADD), Students Against Drunk Driving (SADD), neighborhood HOA's, retirement communities, and neighborhood watch groups, who routinely serve as the Department's 'eyes and ears' for locations where traffic issues may be problematic. Such collaborations have influenced the location and sequencing of traffic signals; determined speed limits; helped identify bike lane and ADA ramp locations; and dictated placement of motor officers. IN 2015, the department worked with community groups and City staff to install speed limit radar signs and flashing speed limit signs in areas of high pedestrian activity in an effort to slow traffic.

Additionally, in the past three fiscal years, El Mirage PD and Surprise PD have integrated Spillman reporting and dispatch services, which improved emergency response times, data sharing, and reports generation crucial to expedited traffic enforcement and criminal activity in both communities. This mix of activities is directly responsible for the following ongoing results:

- (1) A response time of 24 hours or less for all citizens' traffic-related complaints
- (2) Monthly traffic enforcement patrols at schools in El Mirage
- (3) El Mirage Police Department's hosting or co-hosting of DUI enforcement events at least once each quarter in the West Valley
- (4) Announcement of upcoming traffic enforcement activities in the City newspaper, on the City's web site and on the City's cable channel.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

- Participate in a minimum of 12 speed enforcement details during the grant period - October 1, 2016 through September 30, 2017.
- Offer DUI and traffic-related maps and related statistics regarding each task force event conducted in El Mirage throughout the grant period - October 1, 2016 through September 30, 2017.
- Continue public awareness of DUI-related traffic issues through maximum use of available information outlets (e.g. digital billboards, PSA's, feature articles in the El Mirage News) so that information is disseminated at least monthly during the grant period - October 1, 2016 through September 30, 2017.
- Continue collaborations with El Mirage Police Department's school resource officer and local school administrators in developing and delivering proactive awareness campaigns about the dangers of DUI, speed, and other traffic issues, targeting high school sophomores and juniors in El Mirage during the grant period - October 1, 2016 through September 30, 2017.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

El Mirage Police Department is committed to an 'all in' mentality as prospects for more complex traffic issues are expected with the high profile road construction projects planned in and around the City. Traffic countermeasures proposed in this application will involve both sworn and non-sworn personnel who will be expected to coordinate efforts and leverage resources with other LEA's and support organizations such as M.A.D.D., S.A.D.D., and local school officials. Staff overtime, traffic monitoring equipment, as well as community demonstrations and education materials offer the highest visible evidence to all stakeholders of the department's commitment to highway safety.

Thanks to previous GOHS support, El Mirage PD has been provided a range of technological support and officer overtime crucial to accurate and defensible evidence regarding traffic enforcement, which the department could not have funded. This previous support, together with the support requested herein, will ensure the department's continued engagement in all aspects of local and regional traffic safety matters. Open dialogue with citizen groups, policy makers, educators, and hospitality business owners also lend credibility to El Mirage PD's stance on errant driver behaviors. Through such face-to-face discussions, as well as social media tools and other public outlets, El Mirage PD will continue to spread messages focused on the following themes:

- Designating a driver is a 'no brainer.'

Project Objectives, Methods of Procedure, Performance Measures: Project 1

- Teen drivers must understand that safe driving is one of their greatest responsibilities.
- Citizen reporting is easy, anonymous, and the right thing to do.
- Slow down and stay sober if you're driving in El Mirage or in any Northwest Valley community.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2017." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2017."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2017." "To participate in 8 speed enforcement details by September 30, 2017."

To decrease DUI arrests by 10% over the previous fiscal year.

Using a dashboard program previously funded by GOHS, El Mirage PD will conduct monthly traffic collision analysis and adjust traffic enforcement efforts based on available data.

Attend at least 1 community event per quarter and distribute educational and prevention materials purchased with the grant.

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)		
	2015	2014	2013
Sober Designated Drivers Contacted	0	0	0
TOTAL DUI ARRESTS	215	137	86
Aggravated DUI Arrests	18	14	0
Misdemeanor DUI Arrests	197	123	86
Extreme DUI Arrests (.15+)	58	55	61
DUI-Drug Arrests			
DRE Evaluations	0	0	0
Under 21 DUI Arrests	4	7	9
Minor Consumption / Possession Arrests	17	16	14
TOTAL AGENCY CITATIONS	1740	1725	1270
Criminal Speed Citations	20	15	6
Aggressive Driving Citations	14	7	4
Civil Speed Citations	477	409	331
Other Citations(Except Speed)	1229	1294	930
Child Restraint Citations	83	119	39
Seat Belt Citations	9	11	9

Personnel Services

Description

Impaired Driving - Overtime for local patrols and DUI Task Force participation by uniformed officers

Personnel Services:

Employee Related Expenses:

Description	Requested Amount	ERE %	ERE Amount	Overtime Amount
DUI Enforcement OT	\$15,000	33%	\$3,722	\$11,278
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
Total:	\$15,000		\$3,722	\$11,278

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$11,278	
Employee Related Expenses	\$3,722	33%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$1,000	
Capital Outlay	\$0	
Total Estimated Cost	\$16,000	

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 03/08/2016 DATE ACTION REQUESTED: 03/15/2016 REGULAR <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/>	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION # R16-03-10 <input type="checkbox"/> ORDINANCE # _____ <input type="checkbox"/> OTHER:	SUBJECT: Consideration and possible action to approve Resolution R16-03-10 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for the "Click it or Ticket" campaign.
--	--	--

TO: Mayor and Council
FROM: Janeen K. Gaskins, Grants Writer/Assistant to City Manager
RECOMMENDATION: To approve Resolution R16-03-10 for an application submittal and acceptance of grant funds, if awarded, from GOHS for Police overtime patrols focused on occupant protection through the "Click it or Ticket" campaign.
PROPOSED MOTION: I move to approve Resolution R16-03-10 for the GOHS grant as recommended.
ATTACHMENTS: Resolution R16-03-10, Grant Application

DISCUSSION: Pursuant to current requirements of the Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2017 Grant Proposal Guide, Council resolutions are required for each grant request. Requests are for a one federal fiscal year period (October 1, 2016 – September 30, 2017) and are due by March 31, 2016. To assist the Police Department in mitigating tragic vehicular incidents, a proposed grant request is for Police overtime patrols focused on occupant protection through the "Click it or Ticket" campaign.

FISCAL IMPACT: None. Match funding is not required

DEPARTMENT LINE ITEM ACCOUNT: N/A

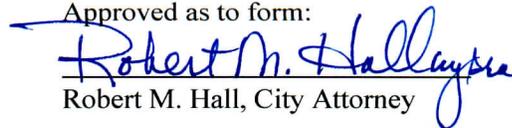
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

3/11/16
Date

Approved as to form:


Robert M. Hall, City Attorney

3/11/16
Date

City Manager:


Dr. Spencer A. Isom

3/11/16
Date

RESOLUTION R16-03-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, ENTER INTO A GRANT AGREEMENT FOR HIGHWAY SAFETY, GRANT PROGRAM YEAR 2016-2017 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS), STATE OF ARIZONA FOR STEP ENFORCEMENT

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of El Mirage, through the El Mirage Police Department, has been invited to submit projects to be considered for GOHS funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of El Mirage, in Maricopa County, Arizona:

- Section 1. Hereby acknowledge and authorize the filing of a grant application for funding assistance under Arizona's FY 2016-2017, Highway Safety Plan, and
- Section 2. Hereby acknowledge and authorize Terry McDonald, Police Chief, as the appointed agent for the City of El Mirage to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant application and grant award.

PASSED AND ADOPTED this 15th day of March, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon, Antes, City Clerk

Robert Hall, City Attorney

Cover Page

Project Title STEP Enforcement

Total Grant Funding Requested \$5,000.00

Total ERE Percentage 33

Agency Name: El Mirage Police Department

Contact Information: 12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3000
Fax: (623) 500-3001

Governmental Unit: City of El Mirage

Address: 12145 NW Grand Av, El Mirage AZ 85335

Project Director: Terry McDonald

Contact Information: Chief
12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3000
Fax: (623) 500-3001
E-mail: tmcDonald@cityofelmirage.org

Project Administrator: Aimee Currey

Contact Information: Crime Analyst
12401 W. Cinnabar Ave.
El Mirage, AZ 85335
Phone: (623) 500-3006
Fax: (623) 500-3001
E-mail: acurrey@cityofelmirage.org

Fiscal/Financial Contact: Dana Williams

Contact Information: Accountant
12145 N.W. Grand Ave.
El Mirage, AZ 85335
Phone: (623) 972-8116
Fax: (623) 876-4603
E-mail: dwilliams@cityofelmirage.org



Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

Cover Page

For GOHS Office use only

Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Maricopa County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

Police Traffic Services/Speed Control (PT) - Overtime for local patrols focused on occupant protection through the "Click It or Ticket" campaign.

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The El Mirage Police Department proudly serves the estimated 33,000 residents with 43 sworn and 14 civilian personnel. The department attracts highly regarded, experienced officers whose depth of knowledge and policing philosophy have ensured a sustained focus on traffic safety coupled with direct citizen engagement. Additionally, the department has added several new hires with an energetic enthusiasm for traffic and DUI enforcement.

U.S. Census Bureau estimates based on the 2013 American Community Survey indicates approximately 48% of the City's population claims Hispanic ancestry, while a broad spectrum of other ethnicities/nationalities is represented by the balance of the population. An estimated 22% of residents live far below federal poverty thresholds, as evidenced by an annual per capita income of just \$16,736. Slightly more than 35% of residents is under the age of 18 and 6.4% is over age 65. Unemployment stands at 7.1%, and those who are employed work primarily in service occupations. Anecdotal evidence suggests new residents are drawn to El Mirage for its relatively low cost of living (median home value - \$127,000) and proximity to Phoenix (19 miles southeast). Approximately 80% of El Mirage's 10 square miles is within the flight contours of Luke AFB 8 miles away, which limits residential and business development in large sections of the City.

El Mirage has 112 miles of residential streets and arterials within its boundaries. U.S. Highway 60 (Grand Ave.), one of the most traveled, congested highways in Arizona, runs along the City's eastern edge starting at 115th Ave. and ending at Greenway Rd. U.S. 60 is also a vital link in the statewide highway system, connecting metro Phoenix with Las Vegas and Interstate 15. In addition, U.S. 60 links El Mirage to neighboring communities including Peoria, Sun City, Sun City West, and Surprise. The El Mirage stretch of U.S. 60 is the primary access point for BNSF's automobile transport operations. Trains carrying thousands of new and used autos crisscross their way through the City 6 or more times daily. The at-grade rail crossings become impassable during train activity, resulting in travel delays for commuters and emergency vehicles at the City's busiest intersections.

Approximately 40% of El Mirage streets, including the U.S. 60 (Grand Ave) corridor, have no sidewalks. Residents, particularly children, frequently walk near the edge of roadways and on/near railroad tracks to access schools, parks, and shopping. The potential danger is palpable.

Currently, El Mirage Rd, a major street that runs north to south through the city, is undergoing significant expansion including additional north and south lanes, 'smart' traffic signals, bike lanes, and pedestrian infrastructure. Such improvements will transform El Mirage Rd. into a roadway of regional significance once its link to Loop 303 is complete. Planners anticipate unprecedented commercial and residential growth as a result.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. According to most U.S. Census and County estimates, the El Mirage population is expected to increase by

Proposal Summary

1,000 residents per year for the foreseeable future. This influx of new residents will increase traffic incidents along U.S. 60 (Grand Avenue), the City's most traveled roadway, which runs the length of El Mirage's eastern border. U.S. 60 also traverses multiple West Valley communities, and is a feeder route to Las Vegas. During the next three to five years, reconstruction involving other important roadways in El Mirage including Thunderbird Road and Northern Parkway is expected to bring traffic reconfigurations and delays. More long term, reconstruction will mean the addition of multiple traffic lanes, bike lanes, pedestrian infrastructure and direct links to the new Loop 303. The anticipated traffic surges will redefine El Mirage as a destination, as well as a commercial corridor. Therefore, GOHS assistance is vital to ensuring that the Police Department's proactive approach to traffic-related issues remains intact.

The El Mirage Police Department responded to 7.1% more traffic collisions in 2015 than in calendar year 2014. This increase speaks to the increase in population and traffic related activity which is expected to increase as traffic patterns change and population numbers continue to increase. While the major road construction projects along Thunderbird and El Mirage Roads are in progress, traffic enforcement needs will remain higher than normal in an effort to maintain the safety of citizens traveling in the City. Enforcing lower speeds in construction areas as well as safe driving practices overall is a high priority for the department. Due to competing resources, the department has not conducted a focused "Click It or Ticket" campaign in the last couple years. In the last three calendar years, the department issued only 29 citations for seat belt violations. This is contrast to other violation types which increased. We believe there is room for improvement in this area, both in enforcement and in education. If awarded, grant funds would fund overtime for officers focused primarily on occupant protection education and enforcement.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The El Mirage Police Department typically has only one squad of 5-7 patrol officers on duty at one time. While this squad size is typically sufficient to address citizen calls for service, it limits the department's ability to conduct intensive and proactive traffic and DUI enforcement. The department depends on overtime to address these enforcement areas at a significant cost to the city.

The Department has also stepped up active engagement with community groups such as Mothers Against Drunk Driving (MADD), Students Against Drunk Driving (SADD), neighborhood HOA's, retirement communities, and neighborhood watch groups, who routinely serve as the Department's 'eyes and ears' for locations where traffic issues may be problematic. Such collaborations have influenced the location and sequencing of traffic signals; determined speed limits; helped identify bike lane and ADA ramp locations; and dictated placement of motor officers. IN 2015, the department worked with community groups and City staff to install speed limit radar signs and flashing speed limit signs in areas of high pedestrian activity in an effort to slow traffic.

Additionally, in the past three fiscal years, El Mirage PD and Surprise PD have integrated Spillman reporting and dispatch services, which improved emergency response times, data sharing, and reports generation crucial to expedited traffic enforcement and criminal activity in both communities. This mix of activities is directly responsible for the following ongoing results:

- (1) A response time of 24 hours or less for all citizens' traffic-related complaints
- (2) Monthly traffic enforcement patrols at schools in El Mirage
- (3) El Mirage Police Department's hosting or co-hosting of DUI enforcement events at least once each quarter in the West Valley
- (4) Announcement of upcoming traffic enforcement activities in the City newspaper, on the City's web site and on the City's cable channel.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

- Participate in a minimum of 6 speed enforcement details during the grant period - October 1, 2016 through September 30, 2017.
- Continue public awareness of speed and traffic related issues through maximum use of available information outlets (e.g. digital billboards, PSA's, feature articles in the El Mirage News) so that information is regularly disseminated.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

El Mirage Police Department is committed to an 'all in' mentality as prospects for more complex traffic issues are expected with the high profile road construction projects planned in and around the City. Traffic countermeasures proposed in this application will involve both sworn and non-sworn personnel who will be expected to coordinate efforts and leverage resources with other LEA's and support organizations such as M.A.D.D., S.A.D.D., and local school officials. Staff overtime, traffic monitoring equipment, as well as community demonstrations and education materials offer the highest visible evidence to all stakeholders of the department's commitment to highway safety.

Thanks to previous GOHS support, El Mirage PD has been provided a range of technological support and officer overtime crucial to accurate and defensible evidence regarding traffic enforcement, which the department could not have funded. This previous support, together with the support requested herein, will ensure the department's continued engagement in all aspects of local and regional traffic safety matters. Open dialogue with citizen groups, policy makers, educators, and hospitality business owners also lend credibility to El Mirage PD's stance on errant driver behaviors. Through such face-to-face discussions, as well as social media tools and other public outlets, El Mirage PD will continue to spread messages focused on occupant safety.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2017." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2017."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Task Forces by September 30, 2017.” “To participate in 8 speed enforcement details by September 30, 2017.”

- To increase seat belt and child restraint citations by 10% over the previous grant cycle.
- Provide occupant protection related educational materials at community events at least three times during the year.

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)		
	2015	2014	2013
Sober Designated Drivers Contacted	0	0	0
TOTAL DUI ARRESTS	215	137	86
Aggravated DUI Arrests	18	14	0
Misdemeanor DUI Arrests	197	123	86
Extreme DUI Arrests (.15+)	58	55	61
DUI-Drug Arrests			
DRE Evaluations	0	0	0
Under 21 DUI Arrests	4	7	9
Minor Consumption / Possession Arrests	17	16	14
TOTAL AGENCY	1740	1725	1270
CITATIONS			
Criminal Speed Citations	20	15	6
Aggressive Driving Citations	14	7	4
Civil Speed Citations	477	409	331
Other Citations(Except Speed)	1229	1294	930
Child Restraint Citations	83	119	39
Seat Belt Citations	9	11	9

Personnel Services

Description

Selective Traffic Enforcement - Overtime for focused occupant protection and child restraint enforcement.
Focus on "Click It or Ticket" campaign

Personnel Services:

Employee Related Expenses:

Description	Requested Amount	ERE %	ERE Amount	Overtime Amount
Occupant Protection Enforcement OT	\$5,000	33%	\$1,241	\$3,759
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
Total:	\$5,000		\$1,241	\$3,759

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$3,759	
Employee Related Expenses	\$1,241	33.01%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$0	
Total Estimated Cost	\$5,000	

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: 03/08/2016</p> <p>DATE ACTION REQUESTED: 03/15/2016</p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><input checked="" type="checkbox"/> RESOLUTION # <u>R16-03-11</u></p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input type="checkbox"/> OTHER:</p>	<p>SUBJECT: Consideration and possible action to approve Resolution R16-03-11 for submitting a grant application and accepting funds, if awarded, from the Governor's Office of Highway Safety (GOHS) for equipment to facilitate the Fire Department Traffic Safety Education Campaign.</p>
--	---	---

<p>TO: Mayor and Council</p>
<p>FROM: Janeen K. Gaskins, Grant Writer/Assistant to the City Manager </p>
<p>RECOMMENDATION: To approve Resolution R16-03-11 for an application submittal and acceptance of grant funds, if awarded, from GOHS for equipment to facilitate the Fire Department Traffic Safety Education Campaign.</p>
<p>PROPOSED MOTION: I move to approve Resolution R16-03-11 for the GOHS grant as recommended.</p>
<p>ATTACHMENTS: Resolution R16-03-11, Grant Application</p>

DISCUSSION: Pursuant to current requirements of the Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2017 Grant Proposal Guide, Council resolutions are required for each grant request. Requests are for a one federal fiscal year period (October 1, 2016 – September 30, 2017) and are due by March 31, 2016. To assist the Fire Department in mitigating tragic vehicular incidents, a proposed grant request is for traffic safety equipment costs and educational materials focused on occupant protection.

FISCAL IMPACT: None. Match funding is not required

DEPARTMENT LINE ITEM ACCOUNT: N/A

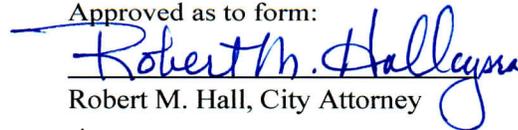
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

3/11/16
Date

Approved as to form:


Robert M. Hall, City Attorney

3/11/16
Date

City Manager:


Dr. Spencer A. Isom

3/11/16
Date

RESOLUTION R16-03-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, ENTER INTO A GRANT AGREEMENT FOR HIGHWAY SAFETY, GRANT PROGRAM YEAR 2016-2017 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS), STATE OF ARIZONA FOR FIRE TRAFFIC SAFETY

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of El Mirage, through the El Mirage Fire Department, has been invited to submit projects to be considered for GOHS funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of El Mirage, in Maricopa County, Arizona:

- Section 1. Hereby acknowledge and authorize the filing of a grant application for funding assistance under Arizona's FY 2016-2017, Highway Safety Plan, and
- Section 2. Hereby acknowledge and authorize Jim Wise, Fire Chief, as the appointed agent for the City of El Mirage to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant application and grant award.

PASSED AND ADOPTED this 15th day of March, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon, Antes, City Clerk

Robert Hall, City Attorney

Cover Page

Project Title El Mirage Fire Department Traffic Safety

Total Grant Funding Requested \$13,359.00



Total ERE Percentage 33

Agency Name: El Mirage Fire Department

Contact Information: 12145 NW Grand Avenue

El Mirage, AZ 85335

Phone: (623) 876-4242

Governmental Unit: Fire Department

Address: 13601 North El Mirage Road

Project Director: Jim Wise

Contact Information:

Project Administrator: Jim Wise

Contact Information:

Fiscal/Financial Contact:

Contact Information:

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

For GOHS Office use only

Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement



Fire Department / District

Non-Profit / Other

Select the County Served:

Maricopa County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

This proposal is a request for \$13,359 in grant assistance from the Arizona Governor's Office of Highway Safety to the City of El Mirage Fire Department to support the 2016-2017 Traffic Safety Education Campaign which will promote traffic safety awareness to citizens through training, demonstration projects, traffic safety equipment and educational resources.

This program primarily falls under the Governor's Office of Highway Safety Occupant Protection, with the supportive category of Bicycle Safety categories. Over the past five years the City of El Mirage has hosted community events specifically aimed at engaging low income, minorities with language barriers. Increasing participation has been trending up-ward averaging about 3,000 people per event; making it an ideal venue for encouraging traffic safety.

Schools, churches, and other community leaders have confirmed that young children are often the most influential advocates for traffic safety. Children are educating their guardians through language translation, demonstrations and the most importantly emotional connections.

If awarded funding will be used for Car Seat Technician Training along with the necessary overtime to ensure the appropriate seat fittings and educational messages are promoted. Grant funding will be used to purchase a Sparky Mascot suit to be used by an employee who will attend events and distribute traffic safety resources as a fun way to teach safety to young citizens and their families. Citizens that participate in demonstrations and learning exercises will benefit from give-a-ways that will include child car seats, bike helmets, highway safety pamphlets, coloring books, highway safety buttons, stickers, etc. Educational materials will be coordinated with the Police Department's GOHS request to avoid duplicative efforts. Simple surveys will also be conducted for the purpose of tracking highway safety awareness before and after activities. The Fire Department's estimated project costs are as follows:

40 Converter car seats @\$50.00 each + tax of 8% (\$2,160)

65 Booster Car seats @ \$35.00 each + tax of 8% (\$2,457)

15 Helmets @25.00 each + tax of 8% (\$405)

1 Sparky Mascot @\$4,500 + tax of 8% + shipping \$145.00 (\$5,005)

Educational Materials and supplies in Spanish and English estimated at \$1,955

2 Car Seat Installation for two employees @\$85.00 (\$170)

Employee Overtime for Safety Events @\$45.00/hour for 20 hours + 33% ERE's (\$1,197)

Total: \$13,359

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

El Mirage Fire Department is an organization of about 29 professionals dedicated to providing fire suppression, emergency medical services, code enforcement, public education, fire prevention, and technical rescue to the people who reside within or pass through the City's borders. Services are delivered by full-time personnel operating out of two engine companies, one Battalion Chief and a host of support staff. El Mirage Fire Department participates in the regional automatic aid system which encompasses 27 different municipal fire departments and fire districts.

The City of El Mirage is located northwest of the City of Phoenix. The City of El Mirage encompasses approximately 11 square miles. The typical climate for El Mirage, Arizona is an average summer temperature of 105 degrees with July typically being the hottest month of the year. Recent climate changes have fluctuated

Proposal Summary

over the last three years resulting in record braking cold and hot temperatures. The estimated population for the City of El Mirage is 33,000 (U.S. Census Bureau, 2013). The City of El Mirage has experienced tremendous growth over the past ten years, resulting in an estimated 317.9% increase in population. Approximately 48% of the city's population claims Hispanic ancestry; 22% of the residents live far below the federal poverty threshold, as evidenced by an annual per capita income of \$16,736. More than 35% of the residents are under the age of 18 and 6.4% are over the age of 65. The median age of the represented population is 28. The City has one high school and four elementary schools which add additional young and inexperienced drivers to our roadways as well as several active adult communities.

Vehicular traffic enters the City of El Mirage via four main routes; State Highway 60/Grand Avenue, which cuts through the City of El Mirage, providing motorists travel between Phoenix and Las Vegas, Nevada. Secondly, Thunderbird Road has a large railroad crossing that intersects at Grand Avenue and impacts vehicular traffic. Finally, Northern Parkway is scheduled to connect to El Mirage Road along the southern portion of the City. This expansion will bring more motorists into the City of El Mirage.

The population growth and infrastructure of the City of El Mirage has caused heavy traffic loads resulting in more traffic collisions. Over the next 18 months ADOT will be constructing a new overpass at Bell and Grand; which will delay traffic and fuel road rage. Current legislative bills threaten the City's ability to use photo radar. On February 22nd a vehicular collision on Grand Avenue in El Mirage resulted in two fatalities. Recent data from Arizona's Department of Transportation confirms an increase of more than 100 fatalities over last year.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. As a result of the increasing traffic volume along El Mirage's roadways, there has been an increase in the number of motor vehicle accidents. Although limited; the Traffic Data Summary, supplied by the El Mirage Fire Department indicates an 8% increase in both traffic calls and injuries between 2014 and 2015. Additional information from the Police Department data shows a DUI Arrest increase of 6% (minor consumption at an all-time high) and overall citations for the agency are up by 15.

Although car restraint citations are down by 36, they are still far higher than desired. Residents have stated that they don't own a car and took a ride with a family member or friend that did not have a car seat. This type of negligence can be mitigated with the suggested proposal. Due to the low incomes of residents many of the citizens walk or bike to their desired destinations. It is particularly important to stress the need for bike helmets now that vehicular traffic will be increasing over the next 18 month of intense road construction.

The before mentioned statistical data justifies the City's request for funding proposal which is proactive and based upon statistical data collected during fiscal year 2013-2015. El Mirage's Fire Department request for funding is focused on Occupant Protection and Pedestrian and Bicycle Safety by hosting community training and educational interactive events to enforce highway safety.

If funded, El Mirage's Fire Department will reduce traffic calls for service by participating in various community events and demonstration projects. The City of El Mirage's Public Safety Departments are partnering with various non-profits and local vendors during the event Youth Day; where several traffic safety booths will showcase demonstration projects and distribute educational literature to improve traffic safety awareness. The requested equipment will be utilized during the events through demonstration projects that will have a profound impact on residents in the hopes of encouraging good traffic safety habits. The El Mirage Fire Department is committed to reducing traffic injuries through educating the public and training its personnel on the importance of seat-belts, car seats, helmets, distracted driving and the impact of Driving while Under the Influence.

Proposal Summary

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The Fire Department works with the Police Department to educate the residents about traffic safety at local events. Funding from GOHS has been an essential benefit to purchase extrication equipment; this has been an essential component that has contributed to the possibility of saving lives. El Mirage Fire Department has previously installed car seats and no longer has the inventory to accommodate the demand.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

The City of El Mirage's Fire Department would like to increase traffic safety awareness by training two officers to administer proper car seat installment and provide traffic safety education to more than 3,000 residents over the next fiscal year.

The Fire Department believes that educational awareness will be more readily received by residents that attend large community events. The City of El Mirage believes that incentives and car seat will help lower the number of car seat citations by 5% or more over the next year.

The Fire Department plans on purchasing more 100 car seats, 15 bike helmets and one Sparky Mascot Suit and marketing materials to help promote traffic safety to the city's most vulnerable populations (low income, minorities that have limited awareness and access to traffic safety education, tools and equipment).

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

The City of El Mirage will coordinate all of its efforts with the Police Department to ensure that efforts are not duplicated. This shall include accompanying the Police Department to school presentations for M.A.D.D. and S.A.D.D. The Fire department will send two officers to car safety school and ensure that they have the technical expertise to educate the community about safety. The Fire Department will also attend special events and host a booth that specifically showcased traffic safety information and resources. The Fire Department will host car seat fitting sessions and provide additional education to parents and guardians. Additional marketing and will include the Sparky Mascot and bike helmet information to be distributed year round. A survey assessment will be conducted to determine the impact of the program.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2017." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2017."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2017." "To participate in 8 speed enforcement details by September 30, 2017."

The program will reduce car safety citations by 5% over the duration of the grant period

The Fire Department will send two firefighters to be certified as Car Seat Technicians within the first 4 month of

Project Objectives, Methods of Procedure, Performance Measures: Project 1

the grant award or when a class is available

The Fire Department will purchase 105 car seats to be distributed at events

The Fire Department will provide car seat training to parents that received a car seat

The Fire Department will purchase 15 bike helmets to be distributed at events

The Fire Department will provide a helmet training to all individuals that receives a helmet

The Fire Department will host at least four traffic safety booths during the grant period

The Fire Department will purchase traffic safety materials for the booths and distribution at events

The Fire Department will join forces with the Police Department to ensure that efforts are not duplicated.

The Fire Department will purchase one Sparky Suit by September 15, 2017

The Fire Department will have the Sparky representative attend all Special Events to distribute materials and engage children.

Traffic Data Summary - Fire District

Only fill out these following questions if your agency is a Fire Department/District.

Description	2015	2014	2013
Traffic Calls for Service	4513	4053	2556
Injuries	156	133	96
Fatalities			
Crash To Hospital Arrival Times			

Personnel Services

Description

Funding will be used to pay for overtime directly related to the Car Seat Training and attendance at special events.

Two officers will be trained and overtime is estimated at 20 hours.

Personnel Services:

Employee Related Expenses:

Description	Requested Amount	ERE %	ERE Amount	Overtime Amount
Employee Overtime for car seat training day and Safety Events directly associated with this grant project @\$45.00/hour for 20 hours (\$900)	\$900	33%	\$223	\$677
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
Total:	\$900		\$223	\$677

Professional and Outside Services

Description

Funding to support the car seat technician school at \$85.00 per class

Description	Amount
Funding to support the car seat technician school at \$85.00 per class	\$170

Total \$170

Materials and Supplies

Description

Educational Materials and supplies in Spanish and English to be distributed at events and training 1,955

40 Converter car seats@\$50.00 each + tax of 8% \$2,160

65 Booster Car seats @ \$35.00 each + tax of 8% \$2,457

15 Helmets @25.00 each + tax of 8% (\$405) \$405

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Educational Materials and supplies in Spanish and English estimated at \$1,955					\$0
40 Converter car seats@\$50.00 each + tax of 8%	40	\$50.00	\$160.00	\$0	\$2,160
65 Booster Car seats @ \$35.00 each + tax of 8%	65	\$35.00	\$200.00		\$2,475
15 Helmets @25.00 each + tax of 8%	15	\$25.00	\$30.00	\$0	\$405
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total					\$5,040

Capital Outlay

Description

1 Sparky Mascot @\$4,500 + tax of 8% + shipping \$145.00 (\$5,005).

This suit will be worn by fire personnel to engage the public and get them to education booths and classes.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
1 Sparky Mascot @\$4,500 + tax of 8% + shipping \$145.00 (\$5,005)	1	\$4,500.00	\$145.00	\$215.00	\$4,860
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total					\$4,860

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>03/03/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Contract	SUBJECT: Consideration and action to utilize a City of Chandler contract with Weber Water Resources to upgrade the programmable logic controllers at four of the City's well sites, in an amount not-to-exceed \$230,000 and authorizing a budget transfer of \$200,000 from the Special Projects Fund to the Water Fund.
DATE ACTION REQUESTED <u>03/15/2016</u>		
<input checked="" type="checkbox"/> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Nick Russo, Acting Public Works Director
RECOMMENDATION: Approve a budget transfer and use of a City of Chandler contract with Weber Water Resources to upgrade the programmable logic controllers at four of the City's well sites in an amount not-to-exceed \$230,000.
PROPOSED MOTION: I move to authorize a budget transfer and use of a City of Chandler contract with Weber Water Resources as recommended.
ATTACHMENTS: City of Chandler contract # WA5-936-3480, Section 6.1 Cooperative Purchasing of City of Chandler contract #WA5-936-3480, Weber Water Resources Quote, EOC letter (City of Chandler contract #WA5-936-3480 on file at City Clerk's office).

DISCUSSION: The City continues to experience PLC (programmable logic controller) failures at multiple well sites which impact the reliability of the City's water supply. The existing PLC's that control critical functions at each site have reached their end of useful life, are obsolete, and replacement parts are unavailable. Staff is recommending utilizing the City of Chandler contract # WA5-936-3480 with Weber Water Resources to complete a PLC upgrade to four of the City's well sites which will help ensure the safe and adequate water supply to the City. The cost of this project is \$230,000, including a \$21,675 (10.5%) contingency. This contract meets all City of El Mirage bid requirements. This is not a budgeted project; therefore a budget transfer is necessary. The project will not impact the five year commitment to maintain current rates.

FISCAL IMPACT: \$230,000

DEPARTMENT LINE ITEM ACCOUNT: 53-403-617 \$200k; 53-403-387 \$30k

BALANCE IN LINE ITEM IF APPROVED: (\$275,153); \$181,927

Finance Director:

Robert Nilles

3/11/16
Date

Approved as to form:

Robert M. Hall, City Attorney

3/11/16
Date

City Manager:

Dr. Spencer A. Isom

3/11/16
Date

4. PRICE:

- 4.1. CONTRACTOR will charge hourly rates listed in Exhibit C for time spent performing services cope of work at the relevant work location. CONTRACTOR will charge partial hours spent performing services rounded up to the closest 5-minute increment of the hourly rate (1/12 of one hour rate) and shall detail time spent performing services and type of employee providing it in each monthly invoice. Parts or equipment used to perform services shall be itemized on monthly invoice and supported with CONTRACTOR'S invoice showing amount it paid. Any work on Saturdays, Sundays or holidays will require advance approval from Contract Administrator.
- 4.2. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment.** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for two years. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM:

- 5.1. The term of the Contract is two year(s), commencing on July 1, 2015 and terminating on June 30, 2017 unless sooner terminated in accordance with the provisions herein. The contract may be extended two additional terms of two years each with mutual agreement of the City and The Contractor.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

- 6.2. If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.3. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

18-2365

**CITY OF CHANDLER SERVICES AGREEMENT
WATER WASTEWATER EQUIPMENT REPAIR AND MAINTENANCE
AGREEMENT NO.: WA5-936-3480**

THIS AGREEMENT is made and entered into this 12 day of June, 2015, by and between the City of Chandler, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY", and Weber Water Resources, L.L.C., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1 **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Cost Center Superintendent/ designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2 **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4 **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 2. **SCOPE OF WORK:** CONTRACTOR shall Water and Wastewater Equipment Repair and maintenance all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.
- 2.1 **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2 **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3 **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4 **Compliance with Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5 **Warranties.**
- 2.6 **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1 **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2 **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3 **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4 **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4. PRICE:

- 4.1. **CONTRACTOR** will charge hourly rates listed in Exhibit C for time spent performing services cope of work at the relevant work location. **CONTRACTOR** will charge partial hours spent performing services rounded up to the closest 5-minute increment of the hourly rate (1/12 of one hour rate) and shall detail time spent performing services and type of employee providing it in each monthly invoice. Parts or equipment used to perform services shall be itemized on monthly invoice and supported with **CONTRACTOR'S** invoice showing amount it paid. Any work on Saturdays, Sundays or holidays will require advance approval from Contract Administrator.
- 4.2. **Taxes.** **CONTRACTOR** shall be solely legally responsible for any and all tax obligations, which may result out of **CONTRACTOR'S** performance of this Contract. **CITY** shall have no legal obligation to pay any amounts for taxes, of any type, incurred by **CONTRACTOR**. **City** agrees that Contractor may bill the **City** for applicable privilege license taxes which are paid for by Contractor and that the **City** will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, **City** will be entitled to a refund of such amounts.
- 4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4. **IRS W9 Form.** In order to receive payment **CONTRACTOR** shall have a current I.R.S. W9 Form on file with **CITY**, unless not required by law.
- 4.5. **Price Adjustment.** **CITY** may approve a fully documented request for a price increase only after the Contract has been in effect for two years. The requested increase shall be based upon a cost increase to **CONTRACTOR** that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. **CITY** shall determine whether the requested price increase or an alternate option, is in the best interest of **CITY**. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 4.6. **Acceptance by City.** **CITY** reserves the right to accept or reject the request for a price increase. If **CITY** approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** **CONTRACTOR** shall offer **CITY** a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM:

- 5.1. The term of the Contract is two year(s), commencing on July 1, 2015 and terminating on June 30, 2017 unless sooner terminated in accordance with the provisions herein. The contract may be extended two additional terms of two years each with mutual agreement of the **City** and The Contractor.

6. USE OF THIS CONTRACT: The Contract is for the sole convenience of the **City** of Chandler. **CITY** reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by **CONTRACTOR**.

- 6.1. **Cooperative Use of Contract.** In addition to the **City** of Chandler and with approval of the **CONTRACTOR**, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

- 6.2. If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.3. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
 - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
 - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. INSURANCE:

1. General.

- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance:* CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. ***Installation Floater***

Coverage equal to the initial Contract Amount including labor and expenses, policy shall include the following provisions:

- a. *The CITY, CONTRACTOR, subcontractor and any others with an insurable interest in the work shall be Insureds on the policy.*
- b. *Coverage shall be written on a Covered Cause of Loss-Special Form, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.*
- c. *Policy shall be maintained until whichever of the following shall first occur:*
 - i. *final payment has been made; or,*
 - ii. *until no person or entity, other than the CITY has an insurable interest in the property required to be covered.*
- d. *Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the CITY.*
- e. *The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the CONTRACTOR and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.*
- f. *CONTRACTOR is responsible for the payment of all deductibles under the Installation Floater policy waives all rights of recovery and subrogation against the City under the CONTRACTOR-provided Installation Floater coverage.*

3. **Additional Policy Provisions Required.**

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 1. The Commercial General Liability, Installation Floater, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insured's with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
 2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. The City, its officers, officials, agents, and employees must be additional insured's to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.

4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Procurement Officer Administrator:	<u>Mike Mandt</u>
Contact:	<u>PO Box 4008</u>
Mailing Address:	<u>175 S Arizona Avenue</u>
Physical Address:	<u>Chandler, AZ 85244-4008</u>
City, State, Zip	<u>480-782-2406</u>
Phone:	

In the case of the CONTRACTOR

Firm Name:	<u>Weber Water Resources, LLC</u>
Contact:	<u>Tim Plath</u>
Address:	<u>16825 S Weber Dr.</u>
City, State, Zip	<u>Chandler, AZ 85226</u>
Phone:	<u>480-961-1141</u>
	<u>tplath@weberwaterresources.com</u>

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 15. GENERAL TERMS:**
- 15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.4. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.5. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.6. Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.7. No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 12 day of June, 2015.

FOR THE CITY OF CHANDLER

Jay Tibbreny
Mayor

FOR THE CONTRACTOR

By: [Signature]
Signature

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST: If Corporation

Secretary

ATTEST:

[Signature]
City Clerk



EXHIBIT A

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

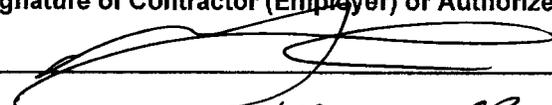
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract): <i>Weber Water Resources, LLC</i>		
Street Name and Number: <i>16825 S Weber Dr.</i>		
City: <i>Chandler</i>	State: <i>AZ</i>	Zip Code: <i>85226</i>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: *MARTIN WEDGER*
Title: *CEO*
Date (month/day/year): *5/21/15*

Exhibit B
Scope of Work

1. SCOPE

The purpose of this contract is to provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the City Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.6. OEM Parts and Service
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturers' specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers' specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION
CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.
10. CLEANUP
CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.
11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK
CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.
12. DISPOSAL OF WASTE
CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.
13. WRITTEN COMPLETION REPORTS
CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

Exhibit C

Work Categories		Included in Agreement
1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.		Yes
2. Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.		Yes
3. Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.		Yes
4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.		Yes
5. Other City Facilities		Yes
6. OEM parts and service provider		Yes
Labor	UM	
Electrician - Field	\$/Hour	\$ 55.00
Electrician - Shop	\$/Hour	\$ 50.00
Laborer - Field	\$/Hour	\$ 50.00
Laborer - Shop	\$/Hour	\$ 50.00
Machinist - Field	\$/Hour	\$ 50.00
Machinist - Shop	\$/Hour	\$ 70.00
Mechanic - Field	\$/Hour	\$ 35.00
Mechanic - Shop	\$/Hour	\$ 50.00
Welder - Field	\$/Hour	\$ 55.00
Welder - Shop	\$/Hour	\$ 30.00
Operator - Field	\$/Hour	\$ 60.00
Supervisor - Field	\$/Hour	\$ 55.00
Technician - Field	\$/Hour	\$ 55.00
Multiplier for Overtime, Weekend and Holiday Work	Multiplier	1.5
Well Video Color w/ Sidescan (Includes equipment & labor - Written report and 2 copies of DVD)	per well	\$ 800.00
Multiplier for Confined Space work	Multiplier	1.0

One time Set Up charge for confined space (price per job including equipment and labor for set up of confined Space)	Each	\$ -
Equipment		
Type 1 equipment	UM	
Air Compressor (450 CFM & Smaller)	\$/Hour	\$ 85.00
Air Compressor (451 CFM & Larger)	\$/Hour	\$ 100.00
Dump Truck	\$/Hour	\$ 15.00
Pickup Truck	\$/Hour	\$ 20.00
Crane Truck	\$/Hour	\$ 40.00
Pump Service Truck	\$/Hour	\$ 20.00
Water Truck w/ 1 Man	\$/Hour	\$ 45.00
Tractor Trailer & Driver	\$/Hour	\$ 65.00
Portable Steam Cleaner	\$/Hour	\$ 20.00
Portable Welding Machine	\$/Hour	\$ 10.00
Concrete Pump	\$/Hour	\$ 100.00
Type 2 equipment		
Pump Rig, 5 ton - 12 ton	\$/Hour	\$ 45.00
Pump Rig, 13 -29 ton	\$/Hour	\$ 45.00
Pump Rig, 30 - 49 ton & Larger	\$/Hour	\$ 45.00
Pump Rig, 50 ton & larger	\$/Hour	\$ 45.00
Backhoe	\$/Hour	\$ 20.00
Skip Loader	\$/Hour	\$ 20.00
Cable Tool Drill Rig (20W or 22W)	\$/Hour	\$ 85.00
Cable Tool Drill Rig (20W or 22W) Mob / Demob	LS	\$ 1,500.00
Cable Tool Drill Rig (28L or 60L)	\$/Hour	\$ 85.00
Cable Tool Drill Rig (28L or 60L) Mob / Demob	LS	\$ 1,500.00
Cable Tool Drill Rig (36L or 48L)	\$/Hour	\$ 100.00
Cable Tool Drill Rig (36L or 48L) Mob / Demob	LS	\$ 1,500.00
Test Pump Assembly (0-100 gpm)	\$/Hour	\$ 125.00
Test Pump Assembly (0-100 gpm) Mob / Demob	LS	\$ 7,500.00
Test Pump Assembly (101-500 gpm)	\$/Hour	\$ 135.00
Test Pump Assembly (101-500 gpm) Mob / Demob	LS	\$ 7,500.00
Test Pump Assembly (1501-2500 gpm)	\$/Hour	\$ 145.00
Test Pump Assembly (1501-2500 gpm) Mob / Demob	LS	\$ 12,000.00
Test Pump Assembly (501-1500 gpm)	\$/Hour	\$ 145.00
Test Pump Assembly (501-1500 gpm) Mob / Demob	LS	\$ 12,000.00

Test Pump Engine & Fuel (300 HP & Below)	\$/Hour	\$ 145.00
Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	LS	\$ 12,000.00
Test Pump Engine & Fuel (301 HP through 500 HP)	\$/Hour	\$ 145.00
Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	LS	\$ 12,000.00
Test Pump Engine & Fuel (501 HP through 750 HP)	\$/Hour	\$ 160.00
Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	LS	\$ 12,000.00
Test Pump Operator & Fuel (751 HP through 1,000 HP)	\$/Hour	\$ 160.00
Test Pump Operator & Fuel(751 HP through 1,000 HP) Mob / Dmob	LS	\$ 12,000.00
Non OEM Parts and Equipment	%	
Parts Mark-up for items with an invoiced cost of less than \$9,999 / ea	%	19%
Parts Mark-up for items with an invoiced cost of greater than \$10,000 / ea	%	14%
Subcontractor Mark-Up	%	10%
Rental Equipment Mark-Up	%	10%
OEM Parts and Equipment		
-	% Discount From List	% Discount From List
<u>Pumps:</u>		
Grundfos Pumps		37%
Simflo Pumps		37%
Goulds Pumps		37%
Fairbanks Morse Pumps		10%
Flowserve Pumps		12%
<u>Motors:</u>		
G.E.		25%
U.S.		5%
Baldor		20%



Date: 12/17/2015
Customer: City Of El Mirage
Attention: Shane Swartwout
Proposal: 127th Lane Booster Station PLC Upgrade to Allen Bradley Controls

We are pleased to provide a scope of work and pricing for the following items:

Inclusions:

- Removal of Existing PLC From Back Panel (Will be turned over to the city)
- Supply And Install Allen Bradley Compact Logix PLC With Required I/O
- Supply and Install Red Lion 10" Touch Screen Operator Interface
- PLC Programming For Required Water Plant Operation
- Local HMI Programming for Required Water Plant Operation

Exclusions:

- Electrical Enclosure and Back Panel
- Relays, Terminal blocks, Fusing, Surge Suppressors, and Power Supply's
- Radio Equipment
- Antenna and Cable
- CAD Drawings
- SCADA Computer Programming

Total Project Price \$28,467

Additional Options:

- | | |
|--|----------------|
| 1) Supply And Install New Transmission line from RTU To Yagi Antenna | \$1,912 |
| 2) Supply and Install New Replacement Relays(18) | \$567 |
| 3) Supply and Install New Replacement Analog Surge Suppressors(12) | \$2,498 |
| 4) Supply and Install New Replacement 24VDC Power Supplies | \$384 |

Spare Parts:

- | | |
|--------------------------------|----------------|
| 1) PLC Power Supply | \$556 |
| 2) PLC Module | \$4,058 |
| 3) DC Digital Input Module | \$296 |
| 4) DC Digital Output Module | \$386 |
| 5) Analog Input Module 4 Point | \$598 |
| 6) Analog Input Module 8 Point | \$957 |
| 7) Analog Output Module | \$928 |
| 8) Modbus Interface Module | \$2,028 |

All pricing includes Tax
This quote is good for 30 days.

If you have any question please contact us.

Thank you for your consideration.
Jason Stemper
Service Manager

WeberWaterResources.com

P: 480.961.1141 \ F: 480.961.0290
16825 South Weber Drive, Chandler, Arizona 85226



Date: 12/17/2015
Customer: City Of El Mirage
Attention: Shane Swartwout
Proposal: Aito Control Panel Upgrade to Allen Bradley Controls

We are pleased to provide a scope of work and pricing for the following items:

Inclusions:

- Removal of existing control panel (Will Be turned over to the city)
- Supply and Install new built-up and wired control panel with the following:
 - Allen Bradley Compact Logix PLC with required I/O Modules
 - 24VDC Power Supply and UPS
 - Relays, Terminal Blocks, Fusing
 - Analog Signal Surge Suppressors
- Supply and install Red Lion 10" Touch Screen Operator Interface
- PLC Programming For Required Water Plant Operation
- Local HMI Programming for Required Water Plant Operation
- As-Built Drawings

Exclusions:

- Electrical Enclosure
- Radio Equipment
- Antenna and Cable
- SCADA Computer Programming

Total Project Price \$36,505

Additional Options:

- 1) Supply And Install New Transmission line from RTU To Yagi Antenna **\$1,912**

Spare Parts:

- 1) PLC Power Supply **\$556**
- 2) PLC Module **\$4,058**
- 3) DC Digital Input Module **\$296**
- 4) DC Digital Output Module **\$386**
- 5) Analog Input Module 4 Point **\$598**
- 6) Analog Input Module 8 Point **\$957**
- 7) Analog Output Module **\$928**
- 8) Modbus Interface Module **\$2,028**

All pricing includes Tax
This quote is good for 30 days.

If you have any question please contact us.
Thank you for your consideration.
Jason Stemper
Service Manager

WeberWaterResources.com

P: 480.961.1141 \ F: 480.961.0290
16825 South Weber Drive, Chandler, Arizona 85226



Date: 12/17/2015
Customer: City Of El Mirage
Attention: Shane Swartwout
Proposal: Canterbury Water Plant PLC Upgrade to Allen Bradley Controls

We are pleased to provide a scope of work and pricing for the following items:

Inclusions:

- Removal of Existing PLC From Back Panel (Will be turned over to city)
- Supply And Install Allen Bradley Compact Logix PLC With Required I/O
- Supply and Install Red Lion 10" Touch Screen Operator Interface
- PLC Programming For Required Water Plant Operation
- Local HMI Programming for Required Water Plant Operation

Exclusions:

- Electrical Enclosure and Back Panel
- Relays, Terminal blocks, Fusing, Surge Suppressors, and Power Supply's
- Radio Equipment
- Antenna and Cable
- CAD Drawings
- SCADA Computer Programming

Total Project Price \$29,714

Additional Options:

- | | |
|--|---------|
| 1) Supply And Install New Transmission line from RTU To Yagi Antenna | \$1,912 |
| 2) Supply and Install New Replacement Relays(17) | \$310 |
| 3) Supply and Install New Replacement Analog Surge Suppressors(12) | \$2,560 |
| 4) Supply and Install New Replacement 24VDC Power Supplies | \$384 |

Spare Parts:

- | | |
|--------------------------------|---------|
| 1) PLC Power Supply | \$556 |
| 2) PLC Module | \$4,058 |
| 3) DC Digital Input Module | \$296 |
| 4) DC Digital Output Module | \$386 |
| 5) Analog Input Module 4 Point | \$598 |
| 6) Analog Input Module 8 Point | \$957 |
| 7) Analog Output Module | \$928 |
| 8) Modbus Interface Module | \$2,028 |

All pricing includes Tax
This quote is good for 30 days.

If you have any question please contact us.

Thank you for your consideration.
Jason Stemper
Service Manager

WeberWaterResources.com

P: 480.961.1141 \ F: 480.961.0290
16825 South Weber Drive, Chandler, Arizona 85226



Date: 12/17/2015
Customer: City Of El Mirage
Attention: Shane Swartwout
Proposal: Sunnyvale Cabinet and Control Panel Upgrade to Allen Bradley Controls

We are pleased to provide a scope of work and pricing for the following items:

Inclusions:

- Removal of existing control panel and Enclosure (Will be turned over to the city)
- Supply and install new Electrical Enclosure with Air Conditioner
- Supply and Install new built-up and wired control panel with the following:
 - Allen Bradley Compact Logix PLC with required I/O Modules
 - 24VDC Power Supply and UPS
 - Relays, Terminal Blocks, Fusing
 - Analog Signal Surge Suppressors
- Supply and install Red Lion 10" Touch Screen Operator Interface
- PLC Programming For Required Water Plant Operation
- Local HMI Programming for Required Water Plant Operation
- As-Built Drawings

Exclusions:

- Radio Equipment
- Antenna and Cable
- SCADA Computer Programming

Total Project Price \$38,014

Additional Options:

- 1) Supply And Install New Transmission line from RTU To Yagi Antenna **\$1,912**

Spare Parts:

- 1) PLC Power Supply **\$556**
- 2) PLC Module **\$4,058**
- 3) DC Digital Input Module **\$296**
- 4) DC Digital Output Module **\$386**
- 5) Analog Input Module 4 Point **\$598**
- 6) Analog Input Module 8 Point **\$957**
- 7) Analog Output Module **\$928**
- 8) Modbus Interface Module **\$2,028**

All pricing includes Tax
This quote is good for 30 days.

If you have any question please contact us.
Thank you for your consideration.
Jason Stemper
Service Manager

WeberWaterResources.com

P: 480.961.1141 \ F: 480.961.0290
16825 South Weber Drive, Chandler, Arizona 85226



Date: 1/12/16/2015
Customer: City Of El Mirage
Attention: Shane Swartwout
Proposal: SCADA Radio Upgrade

We are pleased to provide a scope of work and pricing for the following items:

Inclusions:

- Supply and install 11 GE MDS iNet-II Radios for the following sites:
 - Waste Water Plant
 - Brisas Lift Station
 - Alto
 - Sunyvale
 - Rockwood
 - Cottonwood
 - 127th Lane
 - Canterbury
 - Dietz Crane
 - Brisas
 - Thompson
- Remove TranNet-900 Radios (Will be turned over to the City)
- Setup and program radios
- Test operation

Exclusions:

- Antennas
- Antenna Cable
- Lightning Protection

Total Project Price \$27,782

Spare Parts:

- 1) GE MDS iNet-II Radio \$2,145

All pricing includes Tax
This quote is good for 30 days.

If you have any question please contact us.

Thank you for your consideration.
Jason Stemper
Service Manager

WeberWaterResources.com

P: 480.961.1141 | F: 480.961.0290
16825 South Weber Drive, Chandler, Arizona 85226



Date: 2/19/2016
Customer: City Of El Mirage
Attention: Shane Swartwout
Proposal: SCADA Computer Configuration for PLC Upgrade Project

We are pleased to provide a scope of work and pricing for the following items:

Inclusions:

- Convert existing SCADA screens to current standards
- Re-Address screens for 7 sites to work with PLC upgrades
- Up to 14 screens to be converted

Exclusions:

- Computer hardware
- Software Licenses
- PLC Programming

Total Project Price \$31,592

This quote is good for 30 days.

If you have any question please contact us.

Thank you for your consideration.
Jason Stemper
Service Manager

WeberWaterResources.com

P: 480.961.1141 | F: 480.961.0290
16825 South Weber Drive, Chandler, Arizona 85226

Water Production Sites PLC Upgrade

Production site	Cost per site
127th Lane	\$ 36,354.00
Alto	\$ 40,943.00
Canterbury	\$ 37,406.00
Dietz Crane	\$ 2,526.00
Sunnyvale	\$ 42,452.00
Cottonwood	\$ 2,526.00
Rockwood	\$ 2,526.00
Brias	\$ 2,526.00
Dysart Well	\$ 2,526.00
Thompson Ranch	\$ 2,526.00
WWTP	\$ 2,526.00
SCADA programming	\$ 31,592.00
Subtotal:	\$ 206,429.00
Contingency (10.5%):	\$ 21,675.05
Project Total:	\$ 228,104.05
PROJECT TOTAL:	\$ 230,000.00



25 January 2008

The purpose of this letter is to inform you of the obsolescence or End of Commercialization (EOC) of the Modicon® 984™ PLCs along with the 800™ Series I/O. This means that the 984 Series PLC and 800 Series I/O will no longer be actively sold as new products.

This EOC occurred at the end of June, 2006. However, please rest assured that we will continue to responsibly support these products. Our stated policy is to service our products for at least eight (8) years after the EOC date. It is always possible, however, that some modules cannot be supported because critical components necessary for repair are no longer available. Moreover, whenever we can, we continue to service our products well beyond the stated goal of eight years. We are currently supporting several products that have been out of manufacture for well beyond eight years.

The Compact™ 984™ PLC and A120 I/O were also EOC'd at the end of June 2006. There are some limited quantities of new stock remaining, and it will be sold as new until they are gone. It would be best not to plan on the availability of these modules due to the uncertain nature of the stock situation.

We would suggest that you work with your local Schneider Electric distributor or our sales engineer to properly plan the best migration path of your installed base, as well as your new projects.

Best Regards,
Stephen L. Arnold

A handwritten signature in black ink that reads "Stephen L. Arnold".

U.S. PLC Product Manager
P.O. Box 27446
Raleigh, NC, 27611-7446
Tel 919-266-6314
Fax 919-266-3671
stephen.arnold@us.schneider-electric.com



Schneider Electric
North American Operating Division
P.O. Box 27446
Raleigh, NC, 27611-7446
Tel 919-266-4660
Fax 919-266-3671
www.us.Schneider-Electric.com



2-12-2016

To: City of El Mirage
12145 NW Grand Ave
El Mirage, AZ 85335

RE: City of El Mirage, PLC Upgrade Project

This letter is to assure that Weber Water Resources, LLC will honor the terms and conditions of the City of Chandler contract #WA5-936-3480.

Thank you,

A handwritten signature in black ink, appearing to read 'Jim Lugar', is written over the typed name.

Jim Lugar
Electrical Division Manager

WeberWaterResources.com

P: 480.961.1141 \ F: 480.961.0290
16825 South Weber Drive, Chandler, Arizona 85226

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>03/09/2016</u> DATE ACTION REQUESTED: <u>03/15/2016</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Fund Transfer	SUBJECT: Consideration and action to authorize the City Manager to transfer budget and funds in an amount not to exceed \$28,500 from Council Contingency into the Sanitation Fund to support the Spring 2016 Bulk Trash Program.
---	--	--

TO: Mayor and Council
FROM: Nick Russo, Acting Public Works Director 
RECOMMENDATION: Authorize the City Manager to transfer budget and funds in an amount not to exceed \$28,500 from Council Contingency into the Sanitation Fund to support the Spring 2016 Bulk Trash Program.
PROPOSED MOTION: I move to authorize the budget and fund transfer for the Spring 2016 Bulk Trash Program as recommended.
ATTACHMENTS: Current fund balance and summary, Fall 2015 Bulk Trash Report

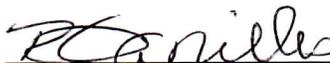
DISCUSSION: The City's Bulk Trash collection program provides residents with an opportunity to clean up their properties and supports the Council's goals for community beautification. Since the program was recently restructured, it has seen unprecedented success and demand for the program continues to grow. In 2015, the City worked with Parks & Sons to reduce labor costs but demand for the program continued to rise as did the amount of trash that was collected. In order to provide residents with two collection activities this fiscal year, funding in amount not greater than \$28,500 needs to be transferred from Council Contingency into the Sanitation Fund to cover the estimated total \$40,000 cost of the program.

FISCAL IMPACT: \$28,500 from Council Contingency

DEPARTMENT LINE ITEM ACCOUNT: 10-690-920 (Council Contingency); 52-400-394 (Bulk Trash)

BALANCE IN LINE ITEM IF APPROVED: \$74,547; \$-0-

Finance Director:



 Robert Nilles

3/11/16

 Date

Approved as to form:



 Robert M. Hall, City Attorney

3/11/16

 Date

City Manager:



 Dr. Spencer A. Isom

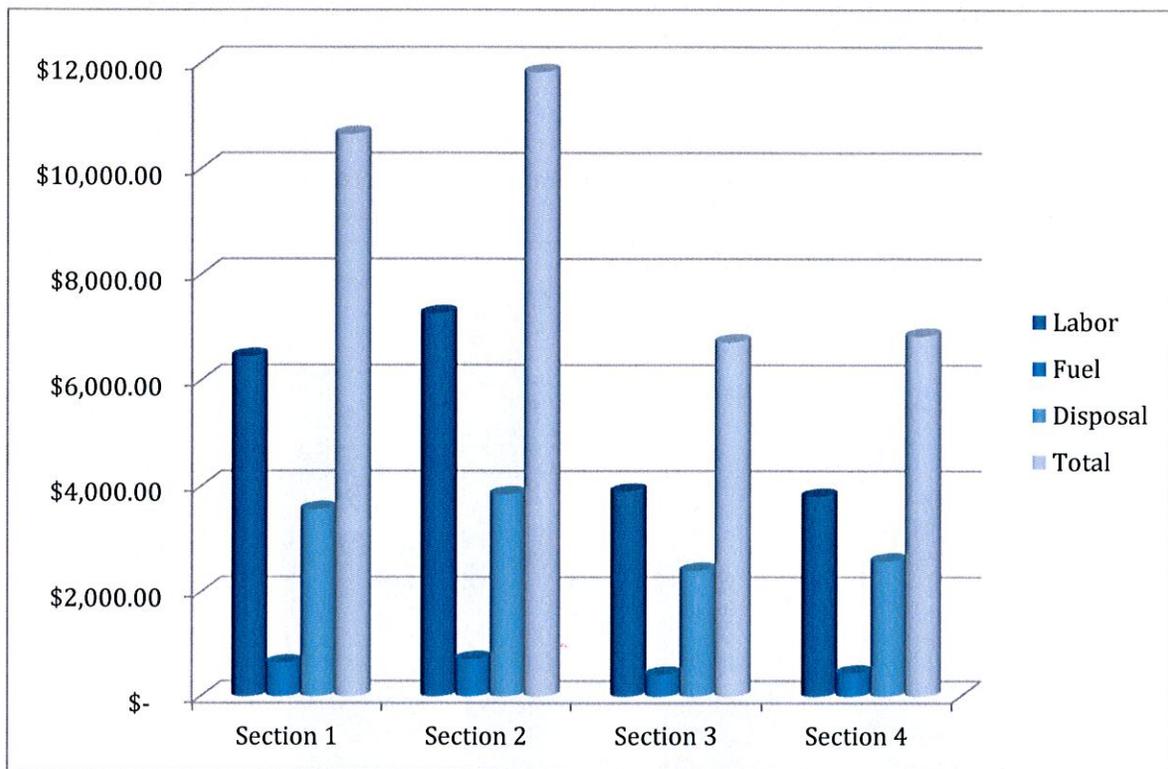
3/11/16

 Date

Parks & Sons of Sun City, Inc.

City of El Mirage Bulk Collection Project - Fall 2015

Labor	\$ 21,417.60
Fuel	\$ 2,198.62
Disposal	\$ 12,407.36
Tractor Rental	\$ 4,100.00
Truck Rental	\$ 1,650.00
<hr/>	
Subtotal	\$ 41,773.58
Margin (10%)	\$ 4,177.36
<hr/>	
Total	\$ 45,950.93



Executive Summary

Total cost increased from \$44,971.47 in Fall 2014 to \$45,950.93 in Fall of 2015, an increase of 2.18%.

Total disposal increased from 396.42 tons in Fall 2014 to 443.12 tons in Fall 2015, an increase of 11.78%.

Total labor decreased from 1011 hours in Fall 2014 to 940 hours in Fall 2015.

Rates for tractor and vehicle rental remained flat. The cost of fuel decreased from \$3.568 per gallon in Fall 2014 to \$2.276 in Fall 2015.

**2015 - 2016 Bulk Trash Program
Funding Summary**

Beginning Balance in Bulk Trash Account	\$ 60,000.00
Publication & Materials Cost	\$ (2,500.00)
Fall 2015 Program Cost	<u>\$(46,000.00)</u>
Current Balance in Bulk Trash Account	\$ 11,500.00
Cost for Spring 2016 Event	<u>\$(40,000.00)</u>
Funding Request	<u><u>\$28,500.00</u></u>