

CITY COUNCIL AGENDA

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

REGULAR MEETING
January 2, 2007
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

- a. Work Session of December 11, 2006
- b. Work Session of December 18, 2006
- c. Regular Meeting of December 18, 2006

b. AMENDMENT NO. 4 - DESIGN-BUILD CONTRACT - NESBITT CONTRACTING CO. - DYSART ROAD AND THE DYSART ROAD/I-10 INTERCHANGE IMPROVEMENTS PROJECT

Staff is requesting that the City Council approve Amendment No. 4 to the Nesbitt Contracting Co., Inc. Design-Build Agreement for construction services to complete and close out the reconstruction and widening project on Dysart Road between I-10 and Van Buren Street in the amount of \$129,130.43 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. APPROVAL OF AMENDMENT NO. 2 - URS CORP. - DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

Staff is requesting that the City Council approve Amendment No. 2 to the design contract with URS Corporation to provide additional construction management services for the Well 23 project in an amount not to exceed \$25,677.00 for a revised contract amount of \$222,931 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. CHANGE ORDER NO. 3 - HAYDON BUILDING CORPORATION - MCDOWELL ROAD AND AVONDALE BOULEVARD IMPROVEMENT PROJECT

Staff is requesting that the City Council approve Change Order No. 3 to the construction contract with Haydon Building Corporation for the McDowell Road and Avondale Boulevard street improvement project in the amount of \$265,709.73 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SPECIAL EVENT LIQUOR LICENSE - ST. THOMAS AQUINAS CHURCH - ORGAN CONCERT

The Council will consider a request to approve a special event liquor license for St. Thomas Aquinas Church, 13720 West Thomas Road, Avondale for January 19, 2007, to be used in conjunction with an organ concert. The Council will take appropriate action.

f. PROFESSIONAL SERVICES AGREEMENT - DYETT & BHATIA - CITY CENTER SPECIFIC AREA PLAN

Staff is requesting that the City Council approve a Professional Services Agreement in the amount of \$440,019 with Dyett & Bhatia to prepare the City Center Specific Area Plan; authorize the transfer of \$350,000 from the General Fund non-departmental contingency to line item 101-5430-00-6180; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. CONTRIBUTIONS ASSISTANCE PROGRAM TIMELINE

The timeline for the Contributions Assistance Program; appointment of a Council Sub-Committee to review and recommend assistance applications; and the criteria to use for evaluating requests. The Council will take appropriate action.

h. FIRE APPARATUS PURCHASE CONTRACT - PIERCE FIRE APPARATUS

Staff is requesting that the Mayor and City Council approve a contract with Pierce Fire Apparatus for the purchase of fire apparatus in a total amount of \$1,642,381.83. The Council will take appropriate action.

i. ORDINANCE 1239-107 RATIFYING THE ACQUISITION OF A RIGHT-OF-WAY REMNANT FROM MARICOPA COUNTY FLOOD CONTROL DISTRICT AND APPROVING RE-CONVEYANCE TO THE ARIZONA DEPARTMENT OF TRANSPORTATION

The City Council will consider an ordinance ratifying the acquisition of a right-of-way remnant located at the northwest corner of Dysart Road and I-10 from Maricopa County Flood Control District (District) and approving re-conveyance to Arizona Department of Transportation. The Council will take appropriate action.

j. ORDINANCE 1243-107 AMENDING CHAPTER 14 MASSAGE ESTABLISHMENTS

The Council will consider an ordinance amending Chapter 14 Massage Therapists and Establishments, Avondale City Code. The Council will take appropriate action.

k. ORDINANCE 1236-107 AUTHORIZING SALE OF CITY REAL PROPERTY

The City Council will consider an ordinance authorizing the sale of approximately 481,555 square feet (+/- 11 acres) of City-owned real property, located at the SWC of Riley Drive and Eliseo C. Felix Jr Way to SLT Express Way, Inc. and EMM3 Development, LLC for approximately \$1,925,000.00 less right-of-way area dedication. The Council will take appropriate action.

l. ORDINANCE 1240-107: RIGHT-OF-WAY DEDICATION RELATED TO KV DEVELOPMENT PROJECT IN THE VICINITY OF 4TH STREET NORTH OF HARRISON STREET

The City Council will consider an ordinance to accept the dedication of right-of-way for 4th Street approximately 300' north of Harrison Street, and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documentation. The Council will take appropriate action.

m. ORDINANCE 1244-107 AUTHORIZING SALE OF CITY REAL PROPERTY

The City Council will consider an ordinance authorizing the sale of approximately 22,500 square feet (+/- .51 acres) of City-owned real property, located north of the northwest corner of 99th Avenue and McDowell Road to Prime Commercial Real Estate, LLC for approximately \$450,000.00. The Council will take appropriate action.

n. ORDINANCE 1242-107 - RIGHT-OF-WAY DEDICATION ON LOWER BUCKEYE ROAD RELATED TO DURANGO PLAZA IN THE VICINITY OF AVONDALE BOULEVARD AND LOWER BUCKEYE

Staff is requesting that the City Council adopt an ordinance to accept the dedication of right-of-way on Lower Buckeye Road related to Durango Plaza in the vicinity of Avondale Boulevard and Lower Buckeye, and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documentation.

o. ORDINANCE 1238-107- RIGHT-OF-WAY DEDICATION RELATED TO THE MORTENSEN PROPERTY ON AVONDALE BOULEVARD SOUTH OF ROOSEVELT STREET

The City Council will consider an ordinance to accept the dedication of right-of-way on Avondale Boulevard located approximately 1400' south of Roosevelt Street and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation. The Council will take appropriate action.

p. RESOLUTION 2619-107 SUPPORTING A HOME GRANT APPLICATION BY COMMUNITY SERVICES OF ARIZONA

The Council will consider a resolution supporting Community Services of Arizona's (CSA) grant application to Maricopa County for federal HOME funds in the amount of \$300,000, to provide a homebuyer assistance program in Avondale. The Council will take appropriate action.

4 NOTICE OF INTENT TO ENTER INTO A DEVELOPMENT TAX INCENTIVE AGREEMENT, PURSUANT TO ARIZONA REVISED STATUTES § 9-500.11

Staff requests that City Council adopt a Notice of Intent to enter into an economic development agreement that includes the rebate of sales tax with Avalon Commercial Corporation, Inc. for its proposed mixed-use development located at the southwest corner of Avondale Boulevard and Interstate 10. The Council will take appropriate action.

5 PUBLIC HEARING AND ORDINANCE 1241-107 - ZONING ORDINANCE TEXT AMENDMENT – CONSIGNMENT SHOPS, THRIFT STORES, AND PAWN SHOPS – TA-06-9

The Council will hold a public hearing and will consider an ordinance amending the Planning Ordinance Section 102, Definitions and Section 303, Land Use Matrix, relating to consignment shops, thrift stores, and pawn shops in commercial districts. The Council will take appropriate action.

6 DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

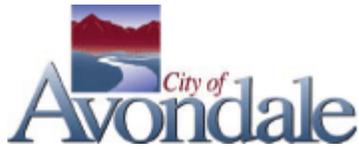
7 ADJOURNMENT

Respectfully submitted,



Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-478-3030 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:
Approval of Minutes

MEETING DATE:
January 2, 2007

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

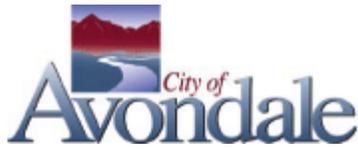
PURPOSE:

- a. Work Session of December 11, 2006
- b. Work Session of December 18, 2006
- c. Regular Meeting of December 18, 2006

ATTACHMENTS:

Click to download

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Amendment No. 4 - Design-Build Contract - Nesbitt Contracting Co. - Dysart Road and the Dysart Road/I-10 Interchange Improvements Project

MEETING DATE:

January 2, 2007

TO: Mayor and Council
FROM: Carnell Thurman, P.E., City Engineer (623) 478-3271
THROUGH: Charlie McClendon, City Manager
PURPOSE:

Staff is requesting that the City Council approve Amendment No. 4 to the Nesbitt Contracting Co., Inc. Design-Build Agreement for construction services to complete and close out the reconstruction and widening project on Dysart Road between I-10 and Van Buren Street in the amount of \$129,130.43 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Council awarded a Design-Build contract to Nesbitt Contracting Co., Inc. at the November 1, 2004 council meeting. That contract authorized preconstruction services including the design of the following planned improvements to Dysart Road and the I-10 Interchange: (See Attached Vicinity Map)

- Installation of a new 16-inch water main in Dysart Road under the freeway overpass
- Widen Dysart Road under the I-10 Freeway to include three lanes in each direction
- Construct improvements to adjacent interchange ramps including adding an additional right turn lane to the westbound off-ramp
- Replace existing traffic signals at the interchange
- Reconstruct and add a third lane to the west half of Dysart Road south of I-10 to Van Buren

The project was designed and constructed in three phases: 1) Water main; 2) Dysart Road from I-10 to Van Buren; and 3) Dysart I-10 interchange. Each phase required Council to approve an amendment to the Guaranteed Maximum Price (GMP) as plans were completed and the price negotiated. The following amendments were approved by council:

- Amendment No. 1 on January 3, 2005, Phase I Water Main Improvements
- Amendment No. 2 on March 21, 2005, Phase 2 Dysart Road Improvements
- Amendment No. 3 on July 5, 2005, Phase 3 Interchange Improvements

The project is complete and the contractor has submitted a change order requiring a fourth and final amendment to the Design-Build agreement.

DISCUSSION:

On November 2, 2006, Nesbitt Contracting Co. Inc submitted a change order for additional work performed or

work unnecessary to perform not covered by the original scope or through Amendments 1, 2 and 3. Staff reviewed and approved the work performed under this request as a change in the scope of services (see change order summary table).

Amendment No. 4 work items are summarized below:

Work related to the Original Contract:

Pre-construction services for this project is complete. The following items and costs will be credited to the overall Design-Build contract (*See Change Order Summary attached, Original Design-Build Agreement*):

- Stormwater Management - \$5,576.00
- Structural Consultant - \$3,000.00
- Landscape Consultant - \$3,191.75

- Total \$11,767.75

Work related to Phase 1 construction of water line improvements

The 16-inch water line installation under the I-10 freeway overpass began on January 24, 2005 and was substantially complete on February 22, 2005. There was additional work related to a connection to an existing 16-inch water line north of the freeway. Also, an existing water gate valve was not functioning and had to be repaired. The total cost of this work was \$3,985.87. The GMP for Phase I had a \$14,500.00 contingency pay item for extra work encountered; therefore, this phase came under the GMP amendment and produced a credit amount of \$10,514.13 (*See Change Order Summary attached, Phase 1 section*).

Work related to Phase 2 construction of Dysart Road improvements

During the reconstruction of Dysart Road the following items were addressed in order to complete Phase 2:

- Saturated soils were encountered and had to be stabilized in order to begin paving
- An existing irrigation sleeve for median landscaping was too shallow and was lowered
- Driveway clearance problems were encountered at the Waffle House driveway and corrected
- Utility conflicts with a City of Goodyear water line
- Two existing abandoned irrigation structures were removed
- Pre-cast bumper curbs were installed for S&S Tire
- Asphalt pavement quantities were over the original estimate
- Variable message boards

The extra work for Phase 2 totaled \$51,862.20. The GMP for Phase 2 had a \$24,198.99 contingency pay item; therefore, this amount was credited against the extra work encountered. The overall adjustment to the Phase 2 GMP amendment is + \$27,663.21 (*See Change Order Summary attached, Phase 2 section*).

Work related to Phase 3 construction of interchange improvements

During the widening of the Dysart Road underpass and I-10 freeway interchange improvements, the following items were addressed in order to complete Phase 3:

- Delays in obtaining an ADOT permit
- Temporary shoring system installed to stabilize embankment during retaining wall construction
- Traffic signal pre-emption equipment for emergency vehicles was installed
- Additional storm sewer work required due to drains from the freeway not identified
- Install temporary business name signs
- Additional milling work and asphalt material
- Additional chain link fencing

- New electric power feed for a relocated landscape controller
- Additional concrete slope paving to blend the ends of retaining walls.
- Additional modifications to four sidewalk ramps
- Relocation of a shallow irrigation line.

The extra work for Phase 3 totaled \$123,749.10. There is no contingency pay item for this phase, therefore the overall adjustment to the Phase 3 GMP amendment remains at \$123,749.10 (*See Change Order Summary attached, Phase 3 section*).

Schedule:

The construction schedule for the overall project is summarized below:

- Phase 1; Waterline:
 - Construction Start January 24, 2005
 - Substantial Completion February 22, 2005

- Phase 2; Dysart Road West Half Widening:
 - Construction Start March 1, 2005
 - Substantial Completion July 12, 2005

- Phase 3; I-10/Dysart Interchange:
 - Construction Start August 9, 2005
 - Substantial Completion January 12, 2006

- Project Final Completion: June 2, 2006

BUDGETARY IMPACT:

Contract Summary

- Original Design-Build Agreement - \$275,101.08
- First Amendment for the Phase 1 GMP - \$165,352.44
- Second Amendment for the Phase 2 GMP - \$925,957.13
- Third Amendment for the Phase 3 GMP - \$1,965,757.99
- Fourth Amendment to close project - \$129,130.43

Total agreement amount for the overall improvement project - \$3,461,299.07

Funding is available in the Capital Improvement Program Street Fund 304 Line No. 304-1010-00-8420, Dysart I-10 Underpass Improvements.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 4 to the Nesbitt Contracting Co., Inc. Design-Build Agreement for construction services to complete and close out the reconstruction and widening project on Dysart Road between I-10 and Van Buren Street in the amount of \$129,130.43 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

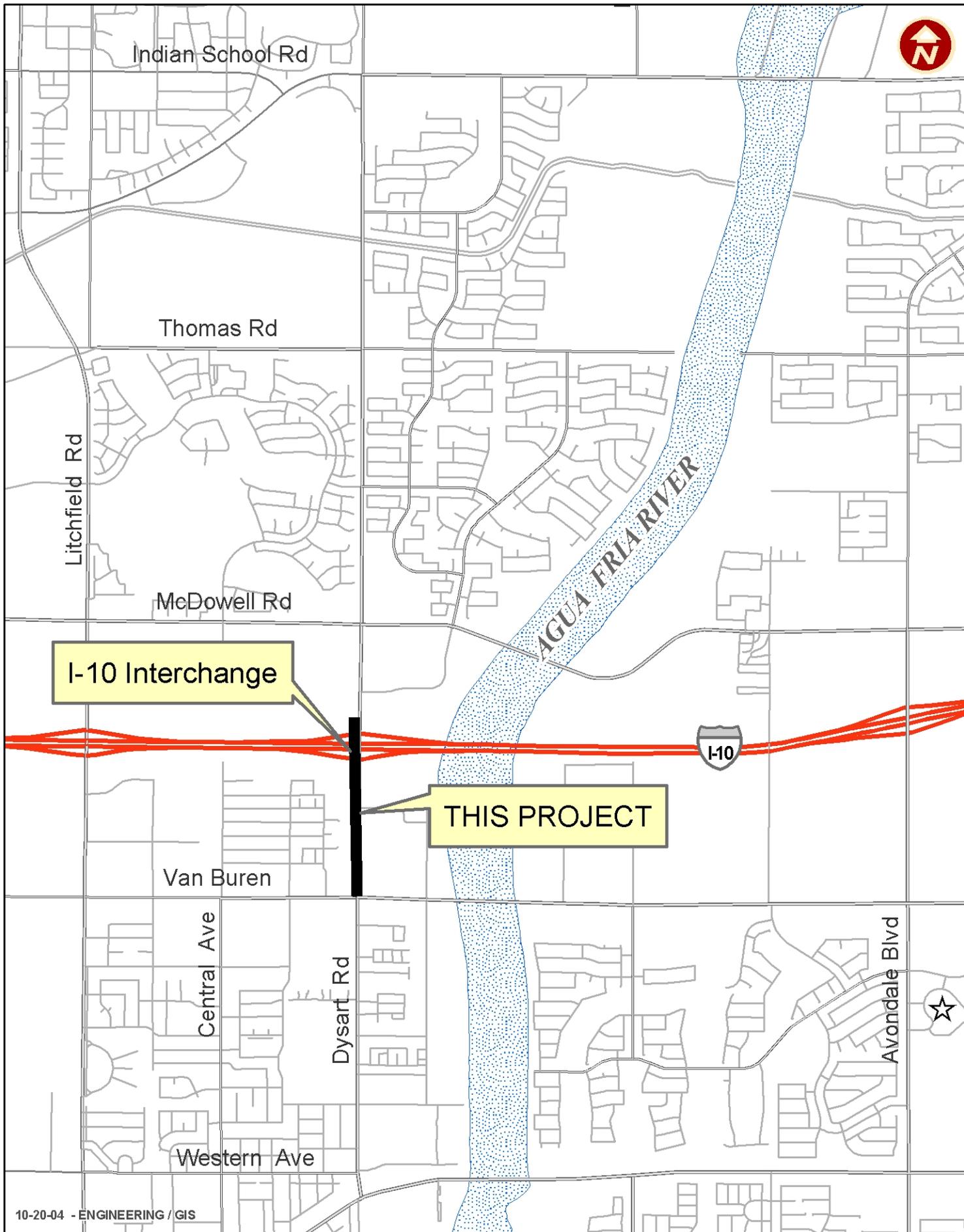
Click to download

 [Change Order Summary Spreadsheet](#)

[Vicinity Map](#)

[Amendment #4](#)

VICINITY MAP



10-20-04 - ENGINEERING / GIS

**Dysart Road
I-10 to Van Buren Improvements**

**FOURTH AMENDMENT
TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NESBITT CONTRACTING CO., INC.**

THIS FOURTH AMENDMENT TO DESIGN-BUILD AGREEMENT (this "Fourth Amendment") is made as of January 2, 2007, between the City of Avondale, an Arizona municipal corporation (the "City"), and Nesbitt Contracting Co., Inc., an Arizona corporation ("Contractor"). Unless otherwise defined in this Fourth Amendment, all capitalized terms shall have the meanings ascribed to them in the Agreement (as defined below).

RECITALS

A. The City and the Contractor entered into that certain Design-Build Agreement, dated November 15, 2004, for the purpose of designing and constructing certain infrastructure improvements to Dysart Road in Avondale, Arizona (the "Original Agreement").

B. The Original Agreement was amended three times on (i) January 3, 2005, to set forth the guaranteed maximum price and date of substantial completion for construction of a 690-foot water line (the "First Amendment"), (ii) March 21, 2005, to set forth the guaranteed maximum price and date of substantial completion for reconstruction of the west half of Dysart Road between I-10 and Van Buren Street (the "Second Amendment") and July 5, 2005, to set the guaranteed maximum price for the second half of the roadway improvements (the "Third Amendment"). The Original Agreement, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the "Agreement".

C. The City and the Contractor desire to amend the Agreement to compensate the Contractor for additional Work performed at the request of the City, as more fully set forth in the Change Order Summary attached hereto as Exhibit 1 and incorporated herein by reference.

AGREEMENT

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

1. The Contractor's compensation is hereby increased by \$129,130.43 as set forth in Exhibit 1 attached hereto.

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

3. By executing this Fourth Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the Agreement.

EXECUTED as of the date first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

“Contractor”

NESBITT CONTRACTING CO., INC.,
an Arizona corporation

By: _____

Name: _____

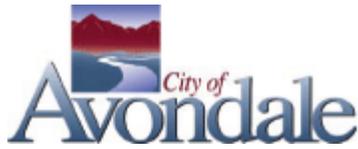
Title: _____

EXHIBIT 1
TO THE FOURTH AMENDMENT TO THE
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NESBITT CONTRACTING CO., INC.

[Change Order Summary]

See following page.

DYSART ROAD IMPROVEMENTS: I-10 to Van Buren Street		
Change Order Summary		
Item No.	Description	Total Amount
	Original Design Build Agreement	
1	NPDES & SWPPP (Credit)	-\$5,576.00
2	Nabar Stanley Brown (Credit)	-\$3,000.00
3	Logan Simpson Design (Credit)	-\$3,191.75
	DB Agreement Subtotal	-\$11,767.75
	Amend #1 Water Main Extension (Phase 1 GMP)	
1	Repair RSF Valve & Extra Tie-in Work	\$2,890.04
2	Chlorinate, test & flush existing City RSF line	\$1,095.83
3	Contingency (Credit)	-\$14,500.00
	Phase 1 Subtotal	-\$10,514.13
	Amend #2 Dysart Rd Widening (Phase 2 GMP)	
1	Extra Waterline Work at CW North	\$635.41
2	Remove Extra Buried Pole Base	\$378.62
3	Repair Saturated Subgrade	\$8,606.25
4	Lower Existing Median Irrigation Sleaving	\$1,109.60
5	Provide Temp AC Ramp for Waffle House	\$1,384.00
6	Reconstruct Waffle House D/W to minimize grade break	\$2,949.48
7	Install Precast Bumper Curbs for S&S Tire	\$709.29
8	Message Boards	\$33,183.44
9	Remove Existing Buried Irrigation Structure	\$401.92
10	12.5 mm Asphalt Quantity Overrun (55 Ton)	\$2,504.19
11	Contingency (Credit)	-\$24,198.99
	Phase 2 Subtotal	\$27,663.21
	Amend #3 Dysart Rd & I-10 Widening (Phase 3 GMP)	
1	Temporary Shoring for Retaining Walls	\$56,478.95
2	Tie-in Existing 12" CMP Storm Sewer from Overpass	\$2,288.15
3	Modify Sidewalk Ramps per ADOT Request	\$1,218.90
4	Raise Existing Catch Basin Tops	\$643.81
5	Modify Slope Paving at Retaining Wall Ends	\$7,631.42
6	Additional 1/2" Milling Depth	\$2,651.50
7	19.0 mm Asphalt Quantity Overrun (416 Tons)	\$18,393.16
8	Additional ADOT Fence	\$1,685.27
9	Custom Signage	\$1,416.95
10	Traffic Signal Pre-emption Equipment	\$15,956.20
11	New Power Feed for Landscape Controller	\$1,204.57
12	Landscaping; City portion	\$14,180.22
	Phase 3 Subtotal	\$123,749.10
	TOTAL GMP ADJUSTMENTS	\$129,130.43



CITY COUNCIL REPORT

SUBJECT:
Approval of Amendment No. 2 - URS Corp. - Design
and Construction Management Services

MEETING DATE:
January 2, 2007

TO: Mayor and Council
FROM: Steve Ruppenthal
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 2 to the design contract with URS Corporation to provide additional construction management services for the Well 23 project in an amount not to exceed \$25,677.00 for a revised contract amount of \$222,931 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Well 23 is located within the Donetella residential subdivision, on the southeast corner of Encanto Blvd. and 119th Avenue (refer to vicinity map). Upon completion, the well will serve as an additional water supply well for the northeast area.

On January 20, 2004 City Council awarded a professional service contract to URS Corporation to provide design and construction management services for this project. The scope of services included oversight of the abandonment of the irrigation well, design of the well, assistance with the bidding process, construction oversight and staff training.

Council approved Amendment No. 1 to this agreement on July 5, 2005. Amendment No. 1 included revisions to the chlorination system, the control building located on site, additions to the paving design and revisions to the nitrate monitoring (required by Maricopa County Environmental Services). The construction portion of the project was awarded to The Weber Group in late 2006. The project is expected to be completed in the first quarter of 2007.

DISCUSSION:

Additional tasks have been required of URS which fell outside the original scope of services. These services include:

- Staff required the consultant to further investigate the need for fire suppression equipment within the Chlorine room/electrical equipment shared use structure.
- Amendments to the on-site generation equipment resulted in additional shop drawing reviews, not included in the original scope of services.
- The duration of the project has extended beyond what was originally expected. These delays stem from directives by Maricopa County Environmental Services regarding the nitrate monitoring equipment and additional evaluation by the Fire Marshal regarding the potential need for a fire suppression system for the on-site structure. These delays were not anticipated at the onset of the project, thus not accounted for when the original scope was developed.

Revised Schedule:

Start construction	November 20, 2005
Construction - Substantial completion	March 20, 2007
Construction - Final acceptance	April 20, 2007

BUDGETARY IMPACT:

Funding for this project is provided in the CIP – Water Development Fund, 514-9100-70-8520.

RECOMENDATION:

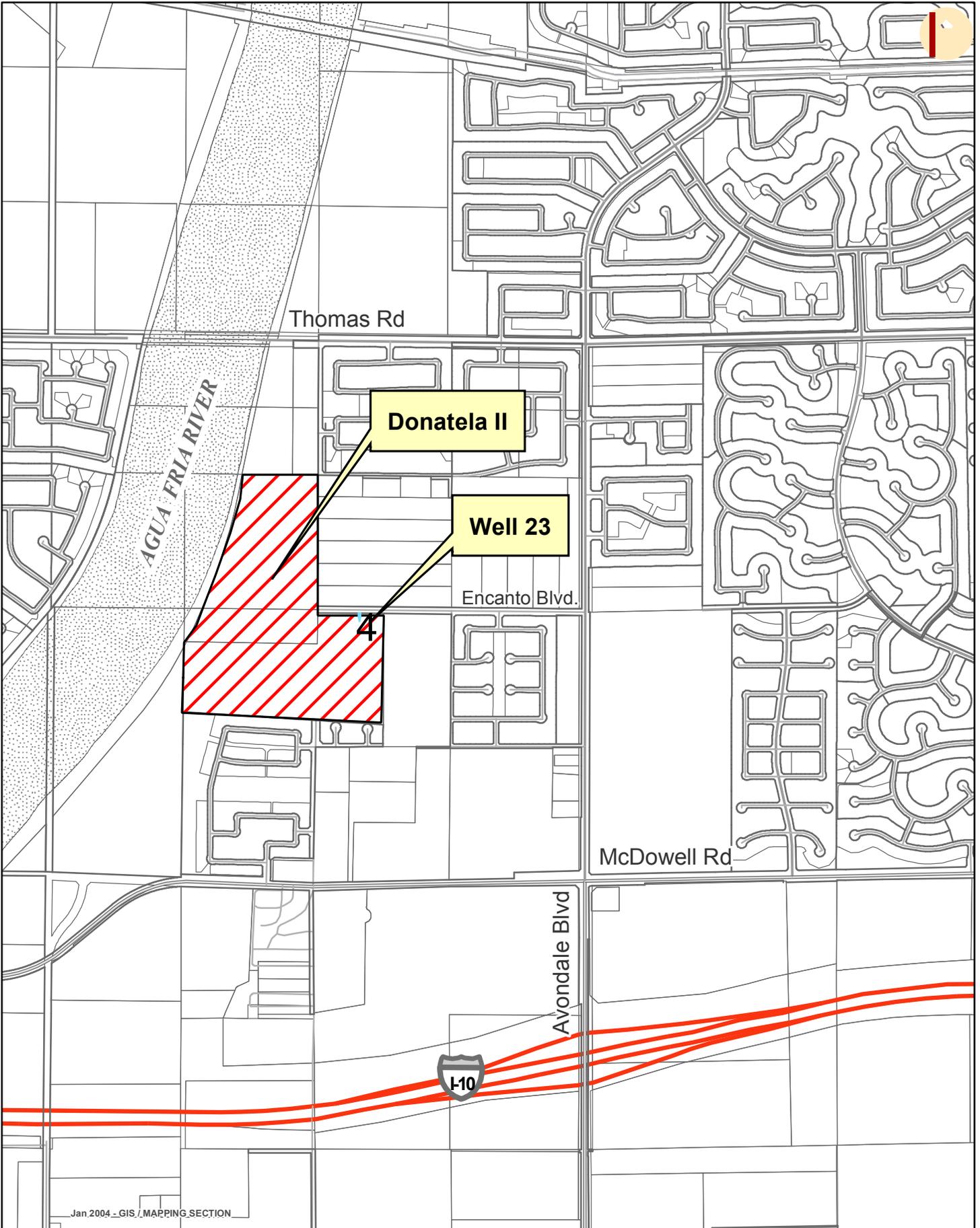
Staff recommends that the City Council approve Amendment No. 2 to the design contract with URS Corporation to provide additional construction management services for the Well 23 project in an amount not to exceed \$25,677.00 for a revised contract amount of \$222,931 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

-  [Vicinity Map](#)
-  [PSA - Amendment](#)

VICINITY MAP



WELL 23 - Wellhead & Compound Improvements

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of January 2, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and URS Corporation, a Nevada corporation (the "Contractor").

RECITALS

A. The City and the Contractor entered into that certain Professional Services Agreement dated January 20, 2004, as amended by that certain First Amendment to Professional Services Agreement dated as of July 5, 2005 (as amended, the "Agreement"), for Design and Construction services for Well 23.

B. The City has determined that additional services by the Contractor are necessary to complete the project (the "Additional Services").

C. The City and the Contractor desire to enter into this Second Amendment to provide for the Additional Services and extend the term.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Contractor hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement shall be extended until April 15, 2007.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in Amendment No. 2, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Contractor's total compensation under the Agreement shall be increased by no more than \$28,696.00 as consideration for the Additional Services as set forth in Exhibit A.

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

5. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

6. Conflict of Interest. This Second Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Contractor”

URS CORPORATION,
a Nevada corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 200_,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 200_,
by _____ as _____ of URS CORPORATION, a
Nevada corporation, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

[Amendment No. 2]

See following page.

**AMENDMENT No. 2
CITY OF AVONDALE
WATER RESOURCES DEPARTMENT
WELL 23 DESIGN AND CONSTRUCTION MANAGEMENT SERVICES**

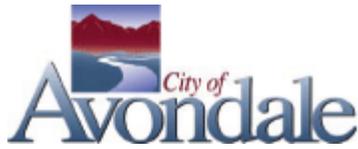
Scope of services

- Submittal review: Additional man-hours required to review shop submittals. The number of submittals has increased from 5 to 15
- Construction Inspections: Additional inspections have been requested based on modifications to the construction plans.
- Project Coordination: Additional meeting are required with the Fire Department to coordinate fire sprinkler requirements.
- Nitrate Monitoring: Consultant will draft final report regarding “In-line Nitrate Analyzer” to Maricopa County Environmental Services. Consultant will be required to summarize startup observations and water quality results in written report to Maricopa County.
- Labor Cost: There has been a 5% labor cost increase since the project began in 2004.
- Time Extension: Revised completion date shall be April 15, 2007

Lump sum project cost:

Scope of services shall not exceed \$28,696

Original Contract amount:	\$168,558
Amendment 1:	\$ 25,677
Amendment 2:	<u>\$ 28,696</u>
Project total:	\$222,931



CITY COUNCIL REPORT

SUBJECT:

Change Order No. 3 - Haydon Building Corporation -
McDowell Road and Avondale Boulevard Improvement
Project

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer - 623-478-3271

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Change Order No. 3 to the construction contract with Haydon Building Corporation for the McDowell Road and Avondale Boulevard street improvement project in the amount of \$265,709.73 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On November 21, 2005, City Council awarded a construction contract to Haydon Building for street improvements on Avondale Boulevard from I-10 to McDowell Road; and McDowell Road from Avondale Boulevard to 99th Avenue in the amount of \$8,262,129.87.

The original scope of work included the following:

McDowell Road from Avondale Boulevard to 99th Avenue:

- Underground existing SRP ditches and facilities
- Pavement widening
- Median construction between 103rd and 99th Avenues
- Construction of a new well discharge line from the Gateway Crossing Project site to 103rd Avenue

Avondale Boulevard, I-10 to McDowell Road:

- Pavement widening
- Median construction
- Various utility installations

On May 1, 2006 City Council approved Change Order No. 1 to the Haydon Building Corporation construction contract in the amount of \$421,722.79 for the following work items:

- Widen McDowell Road east of 103rd Avenue - \$284,924.66
- Construct a 16-inch waterline at the intersection of Avondale Boulevard & McDowell Road - \$84,623.13
- Construct five (5) waterline vertical re-alignments under the new SRP irrigation pipe - \$52,175.00
- Two-week contract time extension

On November 15, 2006, the City Manager approved and executed Change Order No. 2 to the Haydon Building Corporation construction contract in the amount of \$96,939.85 for the following work item:

- Removal and replacement of saturated (wet) soils underneath proposed street improvements

The project is complete and the contractor has submitted a third and final change order requiring a contract modification to include work under the proposed change order.

DISCUSSION:

On December 14 2006, Haydon Building Corporation submitted a change order for additional work performed and not covered by the original scope. Staff reviewed and approved the work performed under this request as a change in the scope of services (*see Change Order Summary Table*).

Change Order No. 3 work items are summarized below:

Work related to construction items for undeveloped properties

Discussions with the commercial developer located on the southeast corner of Avondale Boulevard and McDowell Road were held during the course of the project and resulted in some changes in the scope of work. Staff and the developer agreed that certain improvements should be deferred and other improvements that were not identified in the project scope should be constructed as part of the project.

The City and the commercial developer entered into an agreement that will reimburse the majority of these costs back to the City. Because future driveway locations were no longer considered to be a part of the project scope, staff recommended that water and sewer service stubs be constructed at this time to prevent pavement cuts in the future. Utility conflicts and SRP irrigation were avoided in order to construct the water and sewer service lines. The total cost of this additional work is \$130,313.58. The contractor also requested a fourteen (14) day contract time extension (*see attached Change Order Summary Spreadsheet*).

Work related to miscellaneous items not identified or unforeseen

The original contract included a \$75,000 lump sum allowance bid item for various miscellaneous work, extra items or other accessories that were not covered by the Contract Drawings or Specifications due to unforeseen field conditions, plans and specification omissions; and City directives or other mutually agreed upon work items identified during construction as necessary to complete the project.

There were forty (40) items identified as a miscellaneous reimbursable which totaled \$207,453.62 for the entire project. Staff reviewed and approved the final cost submitted by the contractor. By deducting the \$75,000 original contract allowance, the total miscellaneous reimbursable cost overrun is \$132,453.62 (*see attached Change Order Summary Spreadsheet*).

Change Order No. 3 also includes the various bid item quantity over/under runs from the work related to the change order and from the original contract. There was an additional \$15,515.10 for the change order work and a credit of -\$12,572.57 for the bid item quantity over/under runs on the original contract work. The project total adjustment for the bid items quantity over/under runs is an additional \$2,942.53 (*see attached Change Order Summary Spreadsheet*).

The total amount for Change Order No. 3 is \$265,709.73.

SCHEDULE:

The project is 100% complete. The original Contract start date was January 6, 2006 with a contract time of 210 calendar days. Change Order No. 1 was approved with a seventeen (17) day contract time adjustment. Change Order No. 2 was approved with a fourteen (14) day contract time adjustment.

Change Order No. 3 includes fourteen (14) days for the added work related to the commercial parcels, four (4) rain delay days and one (1) extra day related to the installation of protective material over an existing City water line on McDowell Road. The total Contract Time adjustment for Change Order No. 3 is nineteen (19) days.

The total project Contract Time adjustment is fifty (50) calendar days which revises the Contract Completion date to September 22, 2006.

BUDGETARY IMPACT:

Funding for this change order is budgeted in the Street Funds, line item 304-1111-00-8420.

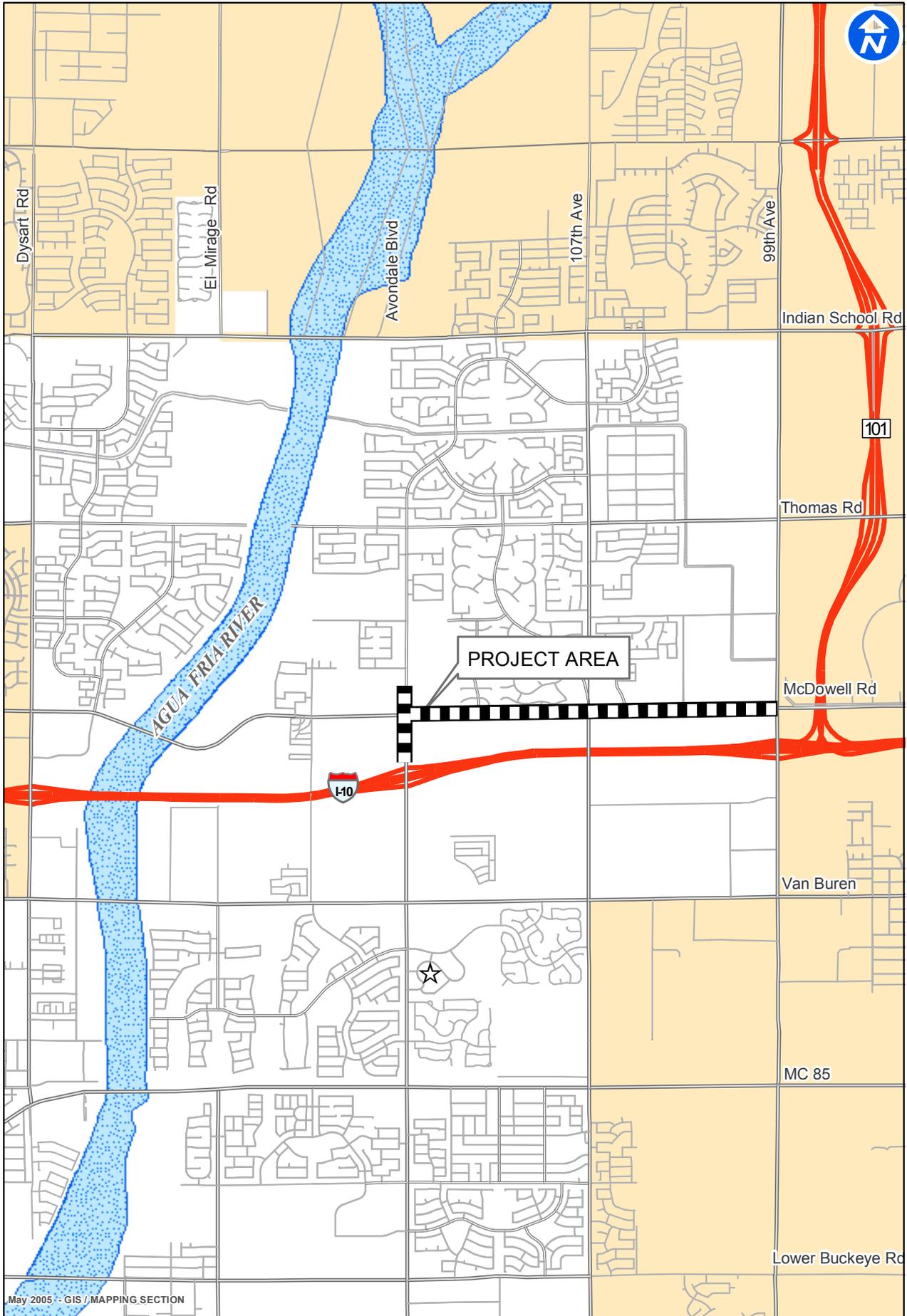
RECOMENDATION:

Staff recommends that the City Council approve Change Order No. 3 to the construction contract with Haydon Building Corporation for the McDowell Road and Avondale Boulevard street improvement project in the amount of \$265,709.73 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Click to download**

- [📄 Vicinity Map](#)
- [📄 Construction Contract Change Order No. 3](#)
- [📄 Final Quantities, Change Order Summary & Project Summary Spreadsheet](#)

VICINITY MAP



May 2005 - GIS / MAPPING SECTION

CITY OF AVONDALE

Avondale Blvd/McDowell Rd Construction Contract

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: Avondale Blvd and McDowell Rd Improvements
City Project No.: 05-ST1018 & 05-ST1111
Design Engineer: Olsson Associates / URS / EME / RBF

CHANGE ORDER NO.: 3 **Date:** December 14, 2006
Change Order Request No.: 3 - 4 **Date:** Various

CONTRACTOR: Haydon Building Corp

Original Contract Start Date: January 6, 2006
Original Contract Completion Date: August 3, 2006
Revised Contract Completion Date: September 22, 2006

CHANGE ORDER DESCRIPTION: Change Order No. 3 is the final close-out change order for the project. 3a) Tait Parcel Modifications = \$130,313.58. 3b) Additional Miscellaneous Reimbursable Items = \$132,453.62. 3c) Change Order No. 1 Quantity Over-runs = \$15,515.10. 3d) Original Contract Quantity Adjustments = -\$12,572.57. Total Change Order Amount is +\$265,709.73 including mark-ups. Change Order also includes a contract time extension of nineteen (19) days to perform the additional work.

REASON FOR CHANGE ORDER: 3a) For the Tait parcel located on the SE corner of Avondale Blvd and McDowell Rd, it was determined best to install future water and sewer service stubs at this time and eliminate the planned concrete driveway entrances because final locations have not been approved. Additional work was added at the established contract unit prices plus there were additional costs associated with installing pipelines under new SRP irrigation lines, utility conflicts and delays to the paving phase. These additional costs totaled \$130,313.58. A fourteen (14) day contract time extension was requested for this work. 3b) The original project scope included a \$75,000 lump sum allowance bid item for various miscellaneous work or extra items not covered by the Contract Drawings or Specifications due to unforeseen field conditions, plan/spec omissions, City directives or other mutually agreed work identified during construction as necessary to complete the project. There were forty (40) items identified as a miscellaneous reimbursable which totaled \$207,453.62 for the entire project. Subtracting out the \$75,000 original contract allowance leaves a remaining miscellaneous reimbursable cost over run of +\$132,453.62. 3c) Change Order includes an extra \$15,515.10 for bid item quantity over/under runs related to the previously added change order work. 3d) Change Order includes a net credit of -\$12,572.57 for the bid item quantity over/under runs related to the original contract scope of work. In addition to the fourteen (14) days in 3a), the Change Order also includes four (4) rain delay days and one (1) extra day related to the installation of a concrete slurry protective cap placed over an existing shallow City water line on McDowell Road which was a miscellaneous reimbursable in 3b).

CONTRACT AMOUNT

Original Contract: \$ 8,262,129.87
Previous C.O.'s: \$ 518,662.64
This Change Order: \$ 265,709.73
Total All C.O.'s: \$ 784,372.37
Revised Contract: \$ 9,046,502.24

CONTRACT TIME

Original Contract: 210 days
Previous C.O.'s: 31 days
This Change Order: 19 days
Total All C.O.'s: 50 days
Revised Contract: 260 days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

CONTRACTOR:

Haydon Building Corp

CITY OF AVONDALE:

By: _____
(sign) (date)

Title

By: _____
Marie Lopez Rogers, Mayor (date)

Attest: _____
Linda Farris, City Clerk (date)

FINAL QUANTITIES
 CHANGE ORDER SUMMARY
 PROJECT SUMMARY

Line No.	Bid Item No.	Description	CONTRACT BID AMOUNT				AS-BUILT AMOUNT				DIFFERENCES	
			Bid Quantity	Unit	Unit Price	Total Contract Price	As-Built Quantity	Unit	Unit Price	Total Final Price	Under-Run	Over-Run
1	105-1	Construction Survey & Layout, Preparation of As-Built Plans	1	LS	\$90,000.00	\$90,000.00	1	LS	\$90,000.00	\$90,000.00		
2	107-1	Community Relations	1	LS	\$25,000.00	\$25,000.00	0.64	LS	\$25,000.00	\$16,000.00	\$9,000.00	
3	107-2	Stormwater Pollution Prevention (AZPDES/NPDES)	1	LS	\$20,000.00	\$20,000.00	1	LS	\$20,000.00	\$20,000.00		
4	109-1	Mobilization / Demobilization	1	LS	\$60,000.00	\$60,000.00	1	LS	\$60,000.00	\$60,000.00		
5	215-2	Earthwork for Retention Basins	3,193	CY	\$16.00	\$51,088.00	3193	CY	\$16.00	\$51,088.00		
6	220-1	Plain Riprap, D50 = 6"	53	CY	\$125.00	\$6,625.00	38	CY	\$125.00	\$4,750.00	\$1,875.00	
7	301-1	Subgrade Preparation	90,891	SY	\$7.75	\$704,405.25	86841	SY	\$7.75	\$673,017.75	\$31,387.50	
8	310-1	Aggregate Base Course	42,378	Ton	\$14.75	\$625,075.50	40920	Ton	\$14.75	\$603,570.44	\$21,505.06	
9	321-1	Asphalt Concrete Pavement (Superpave 19 mm Mix, Heavy)	15,435	Ton	\$60.00	\$926,100.00	15624	Ton	\$60.00	\$937,464.60		\$11,364.60
10	321-2	Asphalt Concrete Pavement (Superpave 12.5 mm Mix, High Traffic)	10,296	Ton	\$60.00	\$617,760.00	10693	Ton	\$60.00	\$641,602.80		\$23,842.80
11	321-3	Temporary Asphalt Concrete Pavement (2" AC)	326	SY	\$40.00	\$13,040.00	1151	SY	\$40.00	\$46,040.00		\$33,000.00
12	324-1	Portland Cement Concrete Pavement (PCCP), 9" thick	1,571	SY	\$58.00	\$91,118.00	921	SY	\$58.00	\$53,418.00	\$37,700.00	
13	332-1	Apply asphalt emulsion slurry seal coat	12,390	SY	\$1.85	\$22,921.50	12516	SY	\$1.85	\$23,154.60		\$233.10
14	336-1	Replace Asph. Conc. Pavement, MAG 200-T Top	30	SY	\$110.00	\$3,300.00	10	SY	\$110.00	\$1,100.00	\$2,200.00	
15	336-2	Replace Asph. Conc. Pavement, MAG 200-T Top with full depth ABC backfill	338	LF	\$65.00	\$21,970.00	0	LF	\$65.00	\$0.00	\$21,970.00	
16	340-1	Vertical Curb & Gutter, MAG Det. 220, Type A, H=(6")	7,671	LF	\$12.75	\$97,805.25	7580	LF	\$12.75	\$96,645.00	\$1,160.25	
17	340-2	Single Curb, MAG Det. 222, Type as noted in plans	7,167	LF	\$12.00	\$86,004.00	6410	LF	\$12.00	\$76,920.00	\$9,084.00	
18	340-3	Concrete Sidewalk, MAG Det. 230	4,599	SF	\$4.50	\$20,695.50	4377	SF	\$4.50	\$19,696.50	\$999.00	
19	340-4	Sidewalk Ramp, MAG STD. DET. 231	16	EA	\$1,800.00	\$28,800.00	16	EA	\$1,800.00	\$28,800.00		
20	340-5	Sidewalk Ramp, COP STD. DET. P-1240	1	EA	\$1,900.00	\$1,900.00	0	EA	\$1,900.00	\$0.00	\$1,900.00	
21	340-6	Concrete Apron and Valley Gutter, MAG Det. 240	4,381	SF	\$7.75	\$33,952.75	6331	SF	\$7.75	\$49,065.25		\$15,112.50
22	340-7	Concrete, Median Nose	20	SF	\$50.00	\$1,000.00	559	SF	\$50.00	\$27,950.00		\$26,950.00
23	340-8	Concrete Return Type Driveway, MAG Dtl. 251	1,041	SF	\$11.00	\$11,451.00	1281	SF	\$11.00	\$14,091.00		\$2,640.00
24	340-9	Colored, Stamped, Concrete Median Paving	4,678	SF	\$15.75	\$73,678.50	5308	SF	\$15.75	\$83,601.00		\$9,922.50
25	340-10	Construct Sidewalk Ramp (ADOT std. dtl. C-05.30,Type 1)	4	EA	\$1,800.00	\$7,200.00	2	EA	\$1,800.00	\$3,600.00	\$3,600.00	
26	340-11	Construct curb & gutter (ADT std. dtl. C-05-10, Type B)	15	LF	\$50.00	\$750.00	15	LF	\$50.00	\$750.00		
32	340-12	Construct curb & gutter (ADT std. dtl. C-05-10, Type D)	589	LF	\$25.00	\$14,725.00	0	LF	\$25.00	\$0.00	\$14,725.00	
33	340-13	Construct curb & gutter (ADT std. dtl. C-05-10, Type D-1)	291	LF	\$25.00	\$7,275.00	0	LF	\$25.00	\$0.00	\$7,275.00	
34	345-1	Adjust Manhole Frame & Cover, MAG Det. 422	18	EA	\$320.00	\$5,760.00	21	EA	\$320.00	\$6,720.00		\$960.00
35	345-2	Adjust Water Valve Box & Cover, MAG Det. 391-1-C	50	EA	\$300.00	\$15,000.00	72	EA	\$300.00	\$21,600.00		\$6,600.00
27	350-1	Remove and Salvage Traffic Signal and Pole Equipment	1	LS	\$18,000.00	\$18,000.00	1	LS	\$18,000.00	\$18,000.00		
28	350-2	Remove and salvage SRP Bridge. Haul and store in yard	6	EA	\$1,500.00	\$9,000.00	6	EA	\$1,500.00	\$9,000.00		
29	350-3	Remove and dispose of concrete lined SRP ditch, back fill and compact	3,554	LF	\$35.00	\$124,390.00	3554	LF	\$35.00	\$124,390.00		
30	350-4	Remove and dispose of concrete lined private ditch, backfill and compact	2,531	LF	\$15.00	\$37,965.00	4518	LF	\$15.00	\$67,770.00		\$29,805.00
32	350-5	Clean up existing dirt ditch, prepare surface, backfill and compact	320	LF	\$12.00	\$3,840.00	400	LF	\$12.00	\$4,800.00		\$960.00
33	350-6	Remove Pipe, Backfill and Compact, 24 "and under	298	LF	\$140.00	\$41,720.00	298	LF	\$140.00	\$41,720.00		
34	350-7	Remove Pipe, Backfill and Compact, 30" to under 54"	980	LF	\$140.00	\$137,200.00	960	LF	\$140.00	\$134,400.00	\$2,800.00	
35	350-8	Remove Pipe, Backfill and Compact, 54 " and over	2,800	LF	\$140.00	\$392,000.00	2800	LF	\$140.00	\$392,000.00		
31	350-9	Obliterate existing stripe	1	LS	\$10,000.00	\$10,000.00	1	LS	\$10,000.00	\$10,000.00		
36	350-10	Miscellaneous Removals	1	LS	\$400,000.00	\$400,000.00	1	LS	\$400,000.00	\$400,000.00		
37	401-1	Traffic Control	1	LS	\$135,000.00	\$135,000.00	1	LS	\$135,000.00	\$135,000.00		
38	401-2	Install Traffic Barricade, MAG std. dtl 130, Type B	171	LF	\$44.00	\$7,524.00	80	LF	\$44.00	\$3,520.00	\$4,004.00	
39	405-1	Survey Marker, MAG Det. 120-1, Type A	4	EA	\$360.00	\$1,440.00	4	EA	\$360.00	\$1,440.00		
40	462-1	4" White Thermoplastic Traffic Stripe	47,025	LF	\$0.33	\$15,518.25	43075	LF	\$0.33	\$14,214.75	\$1,303.50	
41	462-2	4" Yellow Thermoplastic Traffic Stripe	24,127	LF	\$0.33	\$7,961.91	23315	LF	\$0.33	\$7,693.95	\$267.96	
42	462-6	Thermoplastic Pavement Arrow (Single)	58	EA	\$129.00	\$7,482.00	75	EA	\$129.00	\$9,675.00		\$2,193.00
43	462-9	Furnish and Install Sign Posts	48	EA	\$220.00	\$10,560.00	59	EA	\$220.00	\$12,980.00		\$2,420.00
44	462-10	Furnish and Install Regularotory, Warning and Marker Sign Panels	244	SF	\$32.00	\$7,808.00	380	SF	\$32.00	\$12,160.00		\$4,352.00
45	462-11	Type G Raised Pavement Markers	172	EA	\$5.50	\$946.00	156	EA	\$5.50	\$858.00	\$88.00	
46	471-1	Furnish and Install No. 7 Pull Box	5	EA	\$950.00	\$4,750.00	10	EA	\$950.00	\$9,500.00		\$4,750.00

FINAL QUANTITIES
 CHANGE ORDER SUMMARY
 PROJECT SUMMARY

Line No.	Bid Item No.	Description	CONTRACT BID AMOUNT				AS-BUILT AMOUNT				DIFFERENCES	
			Bid Quantity	Unit	Unit Price	Total Contract Price	As-Built Quantity	Unit	Unit Price	Total Final Price	Under-Run	Over-Run
47	471-2	Furnish and Install Battery Vault for No. 7 Pull Box	1	EA	\$2,000.00	\$2,000.00	1	EA	\$2,000.00	\$2,000.00		
48	471-3	Furnish & Install No. 7 Pull Box w/ Extension	1	EA	\$1,600.00	\$1,600.00	1	EA	\$1,600.00	\$1,600.00		
49	471-4	Furnish and install Sch. 80 PVC Electrical Conduit, (2")	150	LF	\$38.00	\$5,700.00	160	LF	\$38.00	\$6,080.00		\$380.00
50	471-5	Furnish and install Sch. 80 PVC Electrical Conduit, (3")	2,050	LF	\$46.00	\$94,300.00	1702	LF	\$46.00	\$78,292.00	\$16,008.00	
51	471-6	Furnish and install Sch. 80 PVC Electrical Conduit, (4")	640	LF	\$64.00	\$40,960.00	1600	LF	\$64.00	\$102,400.00		\$61,440.00
52	472-1	Construct Trombone Style Pole Foundation (Type R)	4	EA	\$9,000.00	\$36,000.00	4	EA	\$9,000.00	\$36,000.00		
53	473-1	Furnish and Install 6'x20' Quadrupole Loop Detectors	6	EA	\$2,200.00	\$13,200.00	6	EA	\$2,200.00	\$13,200.00		
54	473-2	Furnish and Install 6'x50' Quadrupole Loop Detectors	5	EA	\$3,300.00	\$16,500.00	5	EA	\$3,300.00	\$16,500.00		
55	474-1	Furnish and install Type R Trombone Style Signal Pole w/ 55' Mast Arm	4	EA	\$47,000.00	\$188,000.00	4	EA	\$47,000.00	\$188,000.00		
56	475-1	Furnish and Install traffic signal Controller and Cabinet (ATC 2070L)	1	EA	\$40,000.00	\$40,000.00	1	EA	\$40,000.00	\$40,000.00		
57	475-2	Furnish and Install Emergency Vehicle Pre-emption Equipment and Interface Cards (4 detectors)	1	LS	\$15,000.00	\$15,000.00	1	LS	\$15,000.00	\$15,000.00		
58	475-3	Furnish and Install Video Detection System	1	LS	\$95,000.00	\$95,000.00	1	LS	\$95,000.00	\$95,000.00		
59	475-4	Furnish and Install UPDA System	1	LS	\$19,000.00	\$19,000.00	1	LS	\$19,000.00	\$19,000.00		
60	476-1	Furnish and Install Traffic Signal Face, Type F, LED Signal Heads	10	EA	\$1,400.00	\$14,000.00	10	EA	\$1,400.00	\$14,000.00		
61	476-2	Furnish and Install Traffic Signal Face, Type Q, LED Signal Heads	5	EA	\$2,300.00	\$11,500.00	5	EA	\$2,300.00	\$11,500.00		
62	476-3	Furnish and Install Traffic Signal Face, Type R, LED Signal Heads	2	EA	\$1,300.00	\$2,600.00	2	EA	\$1,300.00	\$2,600.00		
63	476-4	Furnish and Install Traffic Signal Face, Type S, LED Signal Heads	3	EA	\$2,300.00	\$6,900.00	3	EA	\$2,300.00	\$6,900.00		
64	476-5	Furnish and Install Traffic Signal Face, (Man/Hand), LED Signal Heads	8	EA	\$700.00	\$5,600.00	8	EA	\$700.00	\$5,600.00		
65	476-6	Furnish and Install ADA Pedestrian Push Button	8	EA	\$475.00	\$3,800.00	8	EA	\$475.00	\$3,800.00		
66	476-7	Furnish and Install R10-4b(L) Pedestrian P. Button Sign	4	EA	\$38.00	\$152.00	4	EA	\$38.00	\$152.00		
67	476-8	Furnish and Install R10-4b(R) Pedestrian P. Button Sign	4	EA	\$38.00	\$152.00	4	EA	\$38.00	\$152.00		
68	476-9	Furnish and Install Traffic Signal Mounting Assembly (Type V)	2	EA	\$800.00	\$1,600.00	2	EA	\$800.00	\$1,600.00		
69	476-10	Furnish and Install Traffic Signal Mounting Assembly (Type VII)	6	EA	\$800.00	\$4,800.00	6	EA	\$800.00	\$4,800.00		
70	477-1	Furnish and Install Shoe Box Style Luminaire (HPS 250W), 240V	4	EA	\$900.00	\$3,600.00	4	EA	\$900.00	\$3,600.00		
71	477-2	Furnish and Install Internally Illuminated Street Name Sign & Brackets	4	EA	\$7,000.00	\$28,000.00	4	EA	\$7,000.00	\$28,000.00		
72	478-1	Furnish & Install Electrical Conductors	1	LS	\$22,000.00	\$22,000.00	1	LS	\$22,000.00	\$22,000.00		
73	505-2	Concrete Scupper 16" wide, std. det. 206	1	EA	\$3,400.00	\$3,400.00	2	EA	\$3,400.00	\$6,800.00		\$3,400.00
74	505-3	Concrete Scupper 12" wide, std. det. 206	3	EA	\$2,800.00	\$8,400.00	1	EA	\$2,800.00	\$2,800.00	\$5,600.00	
75	505-4	Concrete Scupper 8" wide, std. det. 206	3	EA	\$2,600.00	\$7,800.00	1	EA	\$2,600.00	\$2,600.00	\$5,200.00	
76	505-5	Concrete Scupper 4" wide, std. det. 206	2	EA	\$2,200.00	\$4,400.00	4	EA	\$2,200.00	\$8,800.00		\$4,400.00
77	505-6	Concrete Spillway, MAG std. dtl. 206-1 (6" walls)	1,782	SF	\$11.00	\$19,602.00	1415	SF	\$11.00	\$15,565.00	\$4,037.00	
78	505-8	Catch Basin, COP std. dtl. 1569-1, type M-2, L=10'	1	EA	\$4,500.00	\$4,500.00	0	EA	\$4,500.00	\$0.00	\$4,500.00	
79	505-9	Construct Catch basin per ADOT std dtl C-15.80	1	EA	\$4,500.00	\$4,500.00	1	EA	\$4,500.00	\$4,500.00		
80	523-1	Headwall, SRP details for 24" pipe	1	EA	\$4,400.00	\$4,400.00	1	EA	\$4,400.00	\$4,400.00		
81	523-2	Headwall, MAG Det. 501-1 & 2, Straight	3	EA	\$4,000.00	\$12,000.00	1	EA	\$4,000.00	\$4,000.00	\$8,000.00	
82	525-1	Concrete pipe transition	1	EA	\$2,500.00	\$2,500.00	1	EA	\$2,500.00	\$2,500.00		
83	610-1	Relocate Fire Hydrant, MAG Det. 360	1	EA	\$3,000.00	\$3,000.00	1	EA	\$3,000.00	\$3,000.00		
84	610-2	Install 8" Ductile Iron Pipe class 250 w/ Fittings	871	LF	\$145.00	\$126,295.00	810	LF	\$145.00	\$117,450.00	\$8,845.00	
85	610-3	Install 12" Ductile Iron Pipe class 250 w/ Fittings	90	LF	\$195.00	\$17,550.00	94	LF	\$195.00	\$18,330.00		\$780.00
86	610-4	Install 8" Water Plug, MAG std. dtl 390-B	7	EA	\$1,100.00	\$7,700.00	8	EA	\$1,100.00	\$8,800.00		\$1,100.00
87	610-5	Install 12" Water Plug, MAG std. dtl 390-B	3	EA	\$1,200.00	\$3,600.00	3	EA	\$1,200.00	\$3,600.00		
88	610-6	Install 16" Water Plug, MAG std. dtl 390-B	2	EA	\$1,400.00	\$2,800.00	2	EA	\$1,400.00	\$2,800.00		
89	610-7	Vertical Realignment of water line MAG 370	4	EA	\$10,000.00	\$40,000.00	8	EA	\$10,000.00	\$80,000.00		\$40,000.00
90	610-9	Install 16" DIP class 250 waterline w/ Fittings	1,198	LF	\$115.00	\$137,770.00	1198	LF	\$115.00	\$137,770.00		
91	615-1	Install 24" Sewer Pipe, (lined RCP or VCP)	40	LF	\$500.00	\$20,000.00	40	LF	\$500.00	\$20,000.00		
92	615-2	8" Sewer Pipe, PVC SDR 26	506	LF	\$200.00	\$101,200.00	492	LF	\$200.00	\$98,400.00	\$2,800.00	
93	615-3	10" Sewer Pipe, PVC SDR 26	159	LF	\$235.00	\$37,365.00	159	LF	\$235.00	\$37,365.00		

FINAL QUANTITIES
 CHANGE ORDER SUMMARY
 PROJECT SUMMARY

Line No.	Bid Item No.	Description	CONTRACT BID AMOUNT				AS-BUILT AMOUNT				DIFFERENCES	
			Bid Quantity	Unit	Unit Price	Total Contract Price	As-Built Quantity	Unit	Unit Price	Total Final Price	Under-Run	Over-Run
94	615-5	Plug existing 21" sewer line-MAG 427	1	EA	\$1,800.00	\$1,800.00	1	EA	\$1,800.00	\$1,800.00		
95	618-2	Furnish and install 18" RGRCP, Class III	530	LF	\$75.00	\$39,750.00	496	LF	\$75.00	\$37,200.00	\$2,550.00	
96	618-3	Furnish and install 24" RGRCP, Class III	151	LF	\$92.00	\$13,892.00	160	LF	\$92.00	\$14,720.00		\$828.00
97	618-4	Install owner furnished 24" RGRCP, Class V	112	LF	\$66.00	\$7,392.00	136	LF	\$66.00	\$8,976.00		\$1,584.00
98	618-5	Install owner furnished 30" RGRCP, Class V	336	LF	\$168.00	\$56,448.00	340	LF	\$168.00	\$57,120.00		\$672.00
99	618-6	Install owner furnished 36" RGRCP, Class III	1,384	LF	\$74.00	\$102,416.00	1400	LF	\$74.00	\$103,600.00		\$1,184.00
100	618-7	Install owner furnished 42" RGRCP, Class III	1,896	LF	\$78.00	\$147,888.00	1916	LF	\$78.00	\$149,448.00		\$1,560.00
101	618-8	Install owner furnished 42" RGRCP, Class V	336	LF	\$78.00	\$26,208.00	336	LF	\$78.00	\$26,208.00		
102	618-9	Install owner furnished 54" RGRCP, Class III	1,224	LF	\$110.00	\$134,640.00	1212	LF	\$110.00	\$133,320.00	\$1,320.00	
103	618-10	Install owner furnished 78" RGRCP, Class III	2,484	LF	\$164.00	\$407,376.00	2484	LF	\$164.00	\$407,376.00		
104	618-12	Install Concrete Pipe Collar 24"	2	EA	\$800.00	\$1,600.00	7	EA	\$800.00	\$5,600.00		\$4,000.00
105	618-13	Install Concrete Pipe Collar 30"	2	EA	\$800.00	\$1,600.00	3	EA	\$800.00	\$2,400.00		\$800.00
106	618-14	Install Concrete Pipe Collar 36"	1	EA	\$1,000.00	\$1,000.00	2	EA	\$1,000.00	\$2,000.00		\$1,000.00
107	618-15	Install Concrete Pipe Collar 42"	5	EA	\$1,800.00	\$9,000.00	11	EA	\$1,800.00	\$19,800.00		\$10,800.00
108	618-16	Install Concrete Pipe Collar 54"	5	EA	\$3,500.00	\$17,500.00	4	EA	\$3,500.00	\$14,000.00	\$3,500.00	
109	618-17	Install Concrete Pipe Collar 78"	8	EA	\$4,000.00	\$32,000.00	11	EA	\$4,000.00	\$44,000.00		\$12,000.00
110	618-18	Irrigation Manhole, SRP details	6	EA	\$10,500.00	\$63,000.00	5	EA	\$10,500.00	\$52,500.00	\$10,500.00	
111	618-19	Install Concrete Pipe Collar, ADOT std. det. C-13.80	1	EA	\$800.00	\$800.00	1	EA	\$800.00	\$800.00		
112	618-20	Install Irrigation Standpipe per MAG 503.	1	EA	\$6,500.00	\$6,500.00	0	EA	\$6,500.00	\$0.00	\$6,500.00	
113	625-1	Install 5' dia sewer Manhole w/ 30" frame and cover, MAG Dtl. 420 and 424	7	EA	\$7,800.00	\$54,600.00	7	EA	\$7,800.00	\$54,600.00		
114	625-2	Install 5' dia sewer Manhole w/ 30" frame and cover, MAG Dtl. 420 and 424, including drop sewer connection MAG 426 Type A	1	EA	\$38,000.00	\$38,000.00	1	EA	\$38,000.00	\$38,000.00		
115	630-1	Furnish & Install 12"x8" Tapping Sleeve and Valve per MAG 340	4	EA	\$3,800.00	\$15,200.00	6	EA	\$3,800.00	\$22,800.00		\$7,600.00
116	630-2	Furnish & Install 16"x8" Tapping Sleeve and Valve per MAG 340	7	EA	\$4,000.00	\$28,000.00	7	EA	\$4,000.00	\$28,000.00		
117	630-3	Furnish & Install 16"x12" Tapping Sleeve and Valve per MAG 340	1	EA	\$5,000.00	\$5,000.00	1	EA	\$5,000.00	\$5,000.00		
118	630-4	Furnish & Install 16" Gate Valve, VB&C per MAG 391-1, Type C	2	EA	\$6,500.00	\$13,000.00	2	EA	\$6,500.00	\$13,000.00		
119	630-5	Furnish & Install 8" Gate Valve, VB&C per MAG 391-1, Type C	1	EA	\$2,500.00	\$2,500.00	1	EA	\$2,500.00	\$2,500.00		
120	631-1	Install 3/4" or 1" water taps and meter service connections (size as shown in plans)	3	EA	\$2,600.00	\$7,800.00	3	EA	\$2,600.00	\$7,800.00		
121	635-1	Install concrete lined irrigation ditch (1' bottom)	2,970	LF	\$35.00	\$103,950.00	704	LF	\$35.00	\$24,640.00	\$79,310.00	
123	800-1	Furnish and Install 24" Box Plants	44	EA	\$205.00	\$9,020.00	44	EA	\$205.00	\$9,020.00		
124	800-2	Furnish and Install 5 gallon Plants	315	EA	\$20.00	\$6,300.00	315	EA	\$20.00	\$6,300.00		
125	800-3	Furnish and Install Decomposed Granite (add size)	16,568	SF	\$0.45	\$7,455.60	16568	SF	\$0.45	\$7,455.60		
126	800-4	Furnish and install 3" PVC sleeves for irrigation pipes, locations as shown in plans	12,728	LF	\$4.35	\$55,366.80	10500	LF	\$4.35	\$45,675.00	\$9,691.80	
127	800-6	Furnish and Install Landscape Irrigation System	16,568	SF	\$1.50	\$24,852.00	16568	SF	\$1.50	\$24,852.00		
128	900-1	Miscellaneous Reimbursable (See Breakdown Below)	1	LS	\$75,000.00	\$75,000.00	1	LS	\$75,000.00	\$75,000.00		
		Original Contract Subtotal				\$7,815,105.81				\$7,802,533.24		
129		Sales Tax	1	LS	\$447,024.06	\$447,024.06	1	LS	\$447,024.06	\$447,024.06		
		Original Contract Total				\$8,262,129.87				\$8,249,557.30		
		Under/Over-Run Subtotals								\$341,206.07	\$328,633.50	
		Original Contract Quantity Adjustments								\$12,572.57		
		Change Order No. 1										
	C.O. #1a	Widen McDowell Rd west to 103rd Ave										
1A	105-1	Construction Survey & Layout, Preparation of As-Built Plans					1	LS	\$3,250.00	\$3,250.00		\$3,250.00
7A	301-1	Subgrade Preparation					1,420	SY	\$7.75	\$11,005.00		\$11,005.00
8A	310-1	Aggregate Base Course					685	Ton	\$14.75	\$10,103.75		\$10,103.75
9A	321-1	Asphalt Concrete Pavement (Superpave 19 mm Mix, Heavy)					248	Ton	\$60.00	\$14,880.00		\$14,880.00

FINAL QUANTITIES
 CHANGE ORDER SUMMARY
 PROJECT SUMMARY

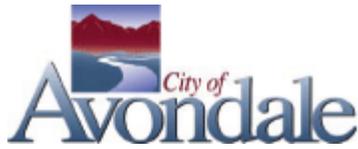
Line No.	Bid Item No.	Description	CONTRACT BID AMOUNT				AS-BUILT AMOUNT				DIFFERENCES	
			Bid Quantity	Unit	Unit Price	Total Contract Price	As-Built Quantity	Unit	Unit Price	Total Final Price	Under-Run	Over-Run
10A	321-2	Asphalt Concrete Pavement (Superpave 12.5 mm Mix, High Traffic)					165	Ton	\$60.00	\$9,900.00		\$9,900.00
16A	340-1	Vertical Curb & Gutter, MAG Det. 220, Type A, H=(6")					909	LF	\$12.75	\$11,589.75		\$11,589.75
19A	340-4	Sidewalk Ramp, MAG STD. DET. 231					1	EA	\$1,800.00	\$1,800.00		\$1,800.00
31A	350-9	Obliterate existing stripe					1	LS	\$11,069.40	\$11,069.40		\$11,069.40
36A	350-10	Miscellaneous Removals					1	LS	\$8,538.00	\$8,538.00		\$8,538.00
37A	401-1	Traffic Control					1	LS	\$6,889.06	\$6,889.06		\$6,889.06
40A	462-1	4" White Thermoplastic Traffic Stripe					160	LF	\$0.33	\$52.80		\$52.80
41A	462-2	4" Yellow Thermoplastic Traffic Stripe					260	LF	\$0.33	\$85.80		\$85.80
42A	462-6	Thermoplastic Pavement Arrow (Single)					-2	EA	\$129.00	-\$258.00	\$258.00	
53B	EWO-1	Furnish and Install 6'x20' Quadropole Loop Detectors					7	EA	\$3,500.00	\$24,500.00		\$24,500.00
42B	EWO-2	8" Solid White Thermoplastic Stripe					4564	EA	\$0.55	\$2,510.20		\$2,510.20
46A	471-1	Furnish and Install No. 7 Pull Box					1	EA	\$950.00	\$950.00		\$950.00
49A	471-4	Furnish and install Sch. 80 PVC Electrical Conduit, (2")					80	LF	\$38.00	\$3,040.00		\$3,040.00
50A	471-5	Furnish and install Sch. 80 PVC Electrical Conduit, (3")					240	LF	\$46.00	\$11,040.00		\$11,040.00
52A	472-1	Construct Trombone Style Pole Foundation (Type R)					2	EA	\$9,000.00	\$18,000.00		\$18,000.00
53A	473-1	Furnish and Install 6'x20' Quadropole Loop Detectors					4	EA	\$2,200.00	\$8,800.00		\$8,800.00
55A	474-1	Furnish and install Type R Trombone Style Signal Pole w/ 55' Mast Arm					1	EA	\$47,000.00	\$47,000.00		\$47,000.00
59A	475-4	Furnish and Install UPDA System					1	LS	\$19,000.00	\$19,000.00		\$19,000.00
60A	476-1	Furnish and Install Traffic Signal Face, Type F, LED Signal Heads					3	EA	\$1,400.00	\$4,200.00		\$4,200.00
64A	476-5	Furnish and Install Traffic Signal Face, (Man/Hand), LED Signal Heads					6	EA	\$700.00	\$4,200.00		\$4,200.00
65A	476-6	Furnish and Install ADA Pedestrian Push Button					6	EA	\$475.00	\$2,850.00		\$2,850.00
66A	476-7	Furnish and Install R10-4b(L) Pedestrian P. Button Sign					6	EA	\$38.00	\$228.00		\$228.00
67A	476-8	Furnish and Install R10-4b(R) Pedestrian P. Button Sign					6	EA	\$38.00	\$228.00		\$228.00
68A	476-9	Furnish and Install Traffic Signal Mounting Assembly (Type V)					2	EA	\$800.00	\$1,600.00		\$1,600.00
69A	476-10	Furnish and Install Traffic Signal Mounting Assembly (Type VII)					3	EA	\$800.00	\$2,400.00		\$2,400.00
70A	477-1	Furnish and Install Shoe Box Style Luminaire (HPS 250W), 240V					1	EA	\$900.00	\$900.00		\$900.00
71A	477-2	Furnish and Install Internally Illuminated Street Name Sign & Brackets					1	EA	\$7,000.00	\$7,000.00		\$7,000.00
72A	478-1	Furnish & Install Electrical Conductors					1	LS	\$11,557.00	\$11,557.00		\$11,557.00
84A	610-2	Install 8" Ductile Iron Pipe class 250 w/ Fittings					15	LF	\$145.00	\$2,175.00		\$2,175.00
92A	615-2	8" Sewer Pipe, PVC SDR 26					53	LF	\$200.00	\$10,600.00		\$10,600.00
		C.O. #1a Subtotal								\$271,683.76	\$258.00	\$271,941.76
		C.O. #1b										
128B	EWO-3	Water Line Ext Across Avondale @ McDowell					1	LS	\$84,623.13	\$84,623.13		\$84,623.13
		C.O. #1b Subtotal								\$84,623.13		\$84,623.13
		C.O. #1c										
89A	610-7	Added Vertical Realign of Water Lines due to SRP					5	EA	\$10,000.00	\$50,000.00		\$50,000.00
		C.O. #1c Subtotal								\$50,000.00		\$50,000.00
		C.O. #1 Sales Tax								\$15,415.90		\$15,415.90
		Change Order #1 Total								\$421,722.79	\$258.00	\$421,980.79
		C.O. #2										
		Change Order No. 2										
130		Remove & Replace Saturated Subgrade					1	LS	96,940	\$96,939.85		\$96,939.85
		Change Order #2 Total								\$96,939.85		\$96,939.85

FINAL QUANTITIES
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Line No.	Bid Item No.	Description	CONTRACT BID AMOUNT			AS-BUILT AMOUNT				DIFFERENCES		
			Bid Quantity	Unit	Unit Price	Total Contract Price	As-Built Quantity	Unit	Unit Price	Total Final Price	Under-Run	Over-Run
	C.O. #3	Change Order No. 3										
	C.O. #3a	Tait Parcel Modifications (Rev EME Plans)										
	610-2	Install 8" Ductile Iron Pipe class 250 w/ Fittings					314	LF	\$145.00	\$45,530.00		\$45,530.00
	610-4	Install 8" Water Plug, MAG std. dtl 390-B					3	EA	\$1,100.00	\$3,300.00		\$3,300.00
	630-1	Furnish & Install 12"x8" Tapping Sleeve and Valve per MAG 340					3	EA	\$3,800.00	\$11,400.00		\$11,400.00
	610-7	Vertical Realignment of water line MAG 370					3	EA	\$10,000.00	\$30,000.00		\$30,000.00
	615-2	8" Sewer Pipe, PVC SDR 26					47	LF	\$200.00	\$9,400.00		\$9,400.00
	340-1	Vertical Curb & Gutter, MAG Det. 220, Type A, H=(6")					2	LF	\$12.75	\$25.50		\$25.50
	324-1	Portland Cement Concrete Pavement (PCCP), 9" thick					-233	SY	\$58.00	-\$13,514.00	\$13,514.00	
	340-3	Concrete Sidewalk, MAG Det. 230					-1,185	SF	\$4.50	-\$5,332.50	\$5,332.50	
	345-2	Adjust Water Valve Box & Cover, MAG Det. 391-1-C					3	EA	\$300.00	\$900.00		\$900.00
		Additional Survey					1	LS	\$960.00	\$960.00		\$960.00
		Added Concrete & Slurry					1	LS	\$8,193.58	\$8,193.58		\$8,193.58
		Add General Conditions					1	LS	\$25,474.70	\$25,474.70		\$25,474.70
		Markup					1	LS	\$6,925.66	\$6,925.66		\$6,925.66
		Sales Tax								\$7,050.64		\$7,050.64
		C.O. #3a Subtotal								\$130,313.58	\$18,846.50	\$149,160.08
	C.O.#3b											
	128A	900-1A										
		Miscellaneous Reimbursable										
		Marker Balls for SRP Irrigation					1	LS	\$2,451.93	\$2,451.93		\$2,451.93
		Remove Concrete Encasement at Intersection					1	LS	\$11,307.07	\$11,307.07		\$11,307.07
		Sewer Line Conflicts					1	LS	\$16,186.59	\$16,186.59		\$16,186.59
		SRP Failed Irrigation Structure					1	LS	\$2,546.04	\$2,546.04		\$2,546.04
		Cathodic Protection for Water Lines					1	LS	\$4,837.60	\$4,837.60		\$4,837.60
		20" Gas Line Conflict with 30" SRP Irrigation					1	LS	\$2,323.71	\$2,323.71		\$2,323.71
		Utility Conflicts at John Deere					1	LS	\$614.07	\$614.07		\$614.07
		Repair HDPE Irr Pipe					1	LS	\$514.65	\$514.65		\$514.65
		Conflicts due to Unmarked Utilities					1	LS	\$4,064.91	\$4,064.91		\$4,064.91
		Traffic Signal at 103rd Avenue					1	LS	\$2,390.47	\$2,390.47		\$2,390.47
		Revise AB Grade at McDowell Rd					1	LS	\$1,680.06	\$1,680.06		\$1,680.06
		16" DIP Vertical Realignment at Gas Line					1	LS	\$7,622.10	\$7,622.10		\$7,622.10
		Additional Utilities for 16" DIP					1	LS	\$1,698.51	\$1,698.51		\$1,698.51
		John Deere Parking Lot Modifications					1	LS	\$3,314.50	\$3,314.50		\$3,314.50
		Water Line conflicts at Avondale Blvd & McDowell Rd					1	LS	\$2,707.87	\$2,707.87		\$2,707.87
		Relocate Hineman Mail Box					1	LS	\$1,608.62	\$1,608.62		\$1,608.62
		Cap 2" Water Serv on SW cor of Avondale & McDowell					1	LS	\$674.96	\$674.96		\$674.96
		Survey for added Traffic Signal Conduit					1	LS	\$767.54	\$767.54		\$767.54
		Variable Message Boards					1	LS	\$31,849.49	\$31,849.49		\$31,849.49
		Unknown Utilities at McDowellRd - Sewer Lines					1	LS	\$1,922.22	\$1,922.22		\$1,922.22
		Additional TS Survey at Avondale & McDowell					1	LS	\$556.80	\$556.80		\$556.80
		Slurry Cap Existing Shallow 12" Water Line					1	LS	\$13,030.76	\$13,030.76		\$13,030.76
		Tack Coat for AC Paving					1	LS	\$20,701.39	\$20,701.39		\$20,701.39
		Water Line at John Deere					1	LS	\$1,105.36	\$1,105.36		\$1,105.36
		Repair Hineman Leaking Water Service					1	LS	\$928.92	\$928.92		\$928.92
		Pole Foundation at 101st Avenue					1	LS	\$295.64	\$295.64		\$295.64
		Street Clean up due to GW Xing Track-out					1	LS	\$3,296.69	\$3,296.69		\$3,296.69
		Utility Co Delays on Avondale Blvd					1	LS	\$4,335.84	\$4,335.84		\$4,335.84
		Repair Walgreens Sinkhole					1	LS	\$1,253.41	\$1,253.41		\$1,253.41
		PCCP Delay at SRP Pole Removal					1	LS	\$1,790.94	\$1,790.94		\$1,790.94
		Adjust Special Qwest Manhole					1	LS	\$2,953.76	\$2,953.76		\$2,953.76
		Remove & Repair Exist Sidewalk Ramp					1	LS	\$2,576.92	\$2,576.92		\$2,576.92
		Sewer Manhole Adjustment					1	LS	\$927.88	\$927.88		\$927.88
		Pavement Markings Modifications					1	LS	\$1,874.50	\$1,874.50		\$1,874.50

FINAL QUANTITIES
 CHANGE ORDER SUMMARY
 PROJECT SUMMARY

Line No.	Bid Item No.	Description	CONTRACT BID AMOUNT				AS-BUILT AMOUNT				DIFFERENCES	
			Bid Quantity	Unit	Unit Price	Total Contract Price	As-Built Quantity	Unit	Unit Price	Total Final Price	Under-Run	Over-Run
		Adjust SRP Irr Manhole					1	LS	\$964.35	\$964.35		\$964.35
	ATS	Naztec Apogee Operating Software for Traffic Signal					1	LS	\$800.00	\$800.00		\$800.00
	ATS	Additional work to locate existing TS conduit and new conduit for signal pole at 103rd Ave					1	LS	\$4,558.63	\$4,558.63		\$4,558.63
	ATS	Install Type "A" pole at NE corner of Avondale & McDowell & modify new signal pole at NW corner of Avondale & McDowell					1	LS	\$5,286.30	\$5,286.30		\$5,286.30
	ATS	Added cost for Street Name Sign Upgrades & added cost for one signal pole required by C.O. #1					1	LS	\$18,076.75	\$18,076.75		\$18,076.75
		Mark-up on ATS Elect Sub					1	LS	\$4,638.54	\$4,638.54		\$4,638.54
		Subtotal										\$191,036.29
		C.O. #3b Sales Tax										\$16,417.33
128	900-1	Miscell Reimbursable paid under original contract	1	LS	\$75,000.00	\$75,000.00	-1	LS	\$75,000.00	-\$75,000.00	\$75,000.00	
		C.O. #3b Subtotal										\$132,453.62
		C.O. #3c										
		Change Order # 1 Overruns										
50A	471-5	Furnish and install Sch. 80 PVC Electrical Conduit, (3")					166	LF	\$46.00	\$7,636.00		\$7,636.00
46A	471-1	Furnish and Install No. 7 Pull Box					6	EA	\$950.00	\$5,700.00		\$5,700.00
42B	EWO-2	8" Solid White Thermoplastic Stripe					3962	EA	\$0.55	\$2,179.10		\$2,179.10
		C.O. #3c Subtotal										\$15,515.10
		C.O #3d										
		Original Contract Quantity Adjustments										-\$12,572.57
		Change Order #3 Total										\$265,709.73
		Project Final +/- Totals										\$435,310.57
		Project Total Change Orders										\$784,372.37
		Recap:										
		Change Order No. 1 (Approved and paid)										-\$421,722.79
		Change Order No. 2 (Approved and paid)										-\$96,939.85
		Change Order No. 3 (Proposed)										\$265,709.73
		Project Subtotal				\$7,815,105.81				\$8,557,039.58		
		Tax				\$447,024.06				\$489,462.66		
		Project Total				\$8,262,129.87				\$9,046,502.24		
						Original Contract =				Revised Contract =		



CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - St. Thomas Aquinas
Church - Organ Concert

MEETING DATE:
January 2, 2007

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a special event liquor license for the St. Thomas Aquinas Church, 13720 West Thomas Road, Avondale for January 19, 2007.

DISCUSSION:

The City Clerk's Office has received an application for a special event liquor license from Carl Sappenfield, representing St. Thomas Aquinas Church, to be used in conjunction with an organ concert.

This event will be held on Friday, January 19, 2007, from 7:30 p.m. to 9:30 p.m., at St. Thomas Aquinas Church.

Staff has reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

- 1) The event will be open to the public.
- 2) Criminal history of the applicant - A background check of the organizer, Mr. Carl Sappenfield, revealed no contact with the Avondale Police Department.
- 3) The event is a concert.
- 4) Security measures taken by the applicant – Police Department has reviewed the security plan and approved it.
- 5) & 6) Wine and beer will be sold in plastic cups during the intermission.
- 7) Has this event created any neighborhood disturbances in the past three years –no problems have been reported with similar concerts at the same location.
- 8) Potential for problems in the neighborhood in terms of noise, hours and time of the event - All activities will be confined to the church and no amplification will be used.
- 9) Length of the event – 2 hours, including intermission.
- 10) Sanitary facilities available to the participants – Church has facilities.
- 11) Is zoning appropriate - Zoning is A-1 General Industrial. Planning staff has indicated that the proposed use will not result in incompatible land uses.

12) Anticipated number of attendees - The anticipated total daily attendance is 1000 at the event, 100 in the alcohol area.

13) Nature of sound amplification system – none.

14) Traffic control measures will not be necessary per the Police Department.

The required fees have been paid. The Police and Fire Departments have reviewed the applications and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff is recommending the approval of a special event liquor license for St. Thomas Aquinas Church, 13720 West Thomas Road, for the organ concert to be held Friday, January 19, 2007.

ATTACHMENTS:

Click to download

- [SP - St Thomas Aquinas - Organ Concert -City](#)
- [SP - St Thomas Aquinas - Organ Concert -State](#)

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
St. Thomas Aquinas Church	13720 W Thomas Rd	100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

Police Fencing
 # Security personnel Barriers

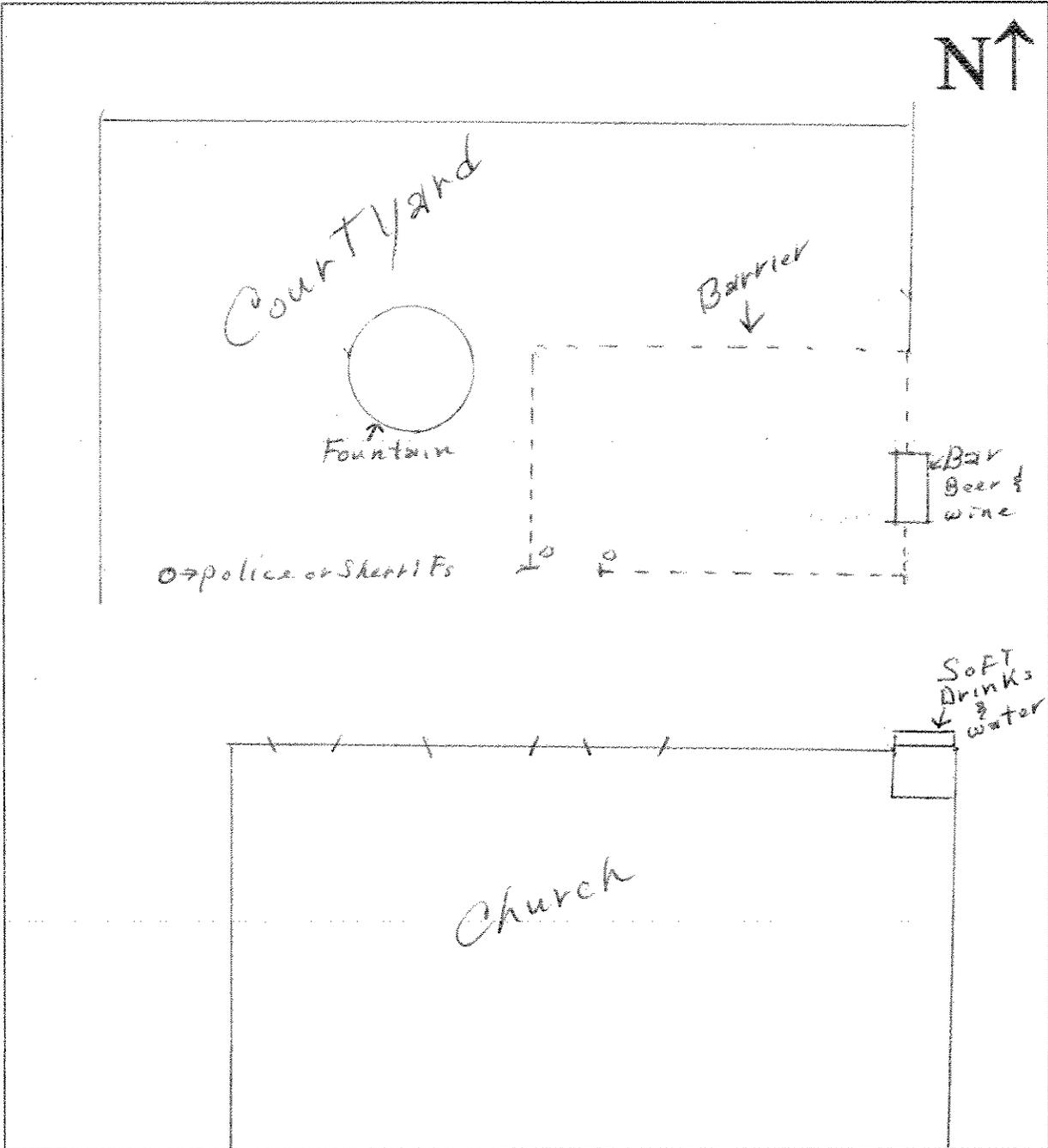
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

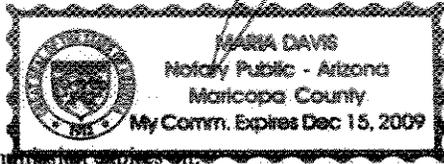
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Matthew Sprinkle declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] DIRECTOR 12/5/2006 6235352151
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 5 December 2006
Day Month Year

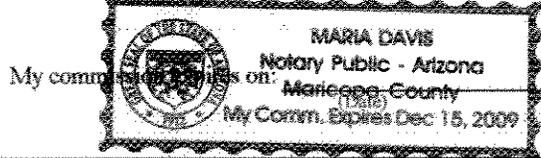
My Commission Expires on: _____ (Date)
[Signature] (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Carl Henry Sappinfield declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature]
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 5th December 2006
Day Month Year



[Signature] (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

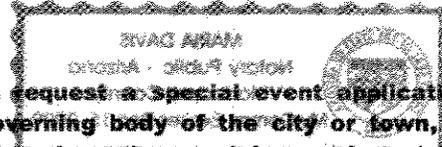
**Non-transferable
On-sale retail privileges**

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

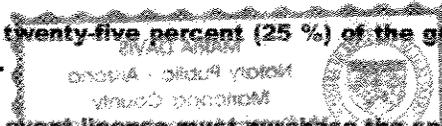
The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval.



If the application is approved by the local authority, and the event meets the requirements for granting the license, the **DIRECTOR** will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least **twenty-five percent (25%)** of the gross revenues of **Alcoholic Beverage Sales** of the special event.



A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale, ~~except that, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.~~

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

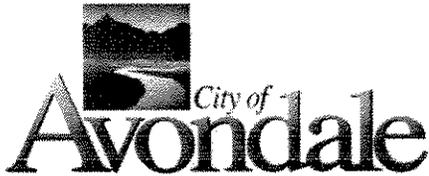
Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-214, R19-1-244, R19-1-250.

Disabled individuals requiring special accommodations please call (602) 542-9051



Special Event Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

GENERAL INFORMATION – Applicant must be a member of the qualifying organization and authorized to submit the application

<i>Organ Concert</i>	<i>01-19-07</i>
Name of Event	Date of Event
<i>Concert</i>	<i>x 212</i>
Nature of Event (carnival, dinner, dance, concert, etc.)	Name of Venue
<i>13720 W. Thomas Rd.</i>	<i>(623) 935-2151 ()</i>
Location Address	Phone Number Fax Number
<i>Carl H. Sappenfield</i>	
Name of applicant (Must be on site during the event)	E-Mail Address
<i>St. Thomas Aquinas Church</i>	<i>Church</i>
Sponsoring Organization	Type of Organization 501-C-3#
<i>Carl H. Sappenfield</i>	<i>86-0337499</i>
Name of contact at Sponsoring Organization	Phone Number

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

Carding, Drivers Lic., picture Id.

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

Rope Barriers

Will more than 50% of the event's gross revenues be derived from alcohol sales? Yes No

Type of alcohol to be served: Beer Wine spirituous liquor

How will the alcohol be served?

glasses bottles Plastic Containers disposable cups cans

How will alcohol be obtained? _____

Has the applicant been convicted of a felony in the past five years? Yes No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? Yes No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? Yes No

If yes, please give specific information including event, dates and nature of disturbance.

Sound System

EVENT SECURITY

**The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.*

Will private security be used at the event? Yes No
If yes, provide name of company _____

Will the event be requesting off-duty Avondale Police Officers? Yes No

FEES

The fee for a Special Event Liquor License is \$25.00 per event day and must accompany this application - this is in addition to the State's fee.

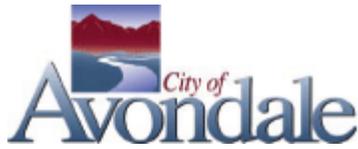
CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

Carl H. Sapporito
Applicant's Signature

12-05-06
Date

Please submit application to:
City Clerk's Department
11465 W. Civic Center Drive, Suite 200
Avondale, Arizona 85323



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Dyett & Bhatia - City Center Specific Area Plan

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: Dean Svoboda

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve a Professional Services Agreement in the amount of \$440,019 with Dyett & Bhatia to prepare the City Center Specific Area Plan; authorize the transfer of \$350,000 from the General Fund non-departmental contingency to line item 101-5430-00-6180 ; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The study area includes about 320 acres generally located between the I-10 Freeway and Coldwater Springs Boulevard from the 117th Avenue alignment to the 113th Avenue alignment. The City's General Plan encourages "Regional Commercial" and "Commercial" land use for this area. The Freeway Corridor Specific Area Plan envisions this area as a unique "town center" within the community.

The City Center Specific Area Plan will further define the vision for this area. It will identify the land uses, development standards, design guidelines, and implementation strategies needed to achieve this vision. It will also provide the foundation for future land entitlements, ordinance amendments, and public and private investments.

DISCUSSION:

Scope of Services

Major tasks included in the scope of services for this project are as follows: research and stakeholder interviews; visioning and concept refinement; plan development and impacts analysis; public review; specific area plan draft; implementation plan draft; public hearings and adoption; and final document preparation.

Selection Process :

Staff released a Request for Qualifications on October 3, 2006 and eight firms responded. The Statement of Qualifications submitted by each firm was evaluated by a Selection Committee made up of the Assistant City Managers, the Economic Development Director, the Budget Manager, and the Long Range Planning Director. A total of four finalists were then invited to an oral interview with the Selection Committee on November 28, 2006. The team led by Dyett and Bhatia was found to be the best qualified to provide the requested services. Subsequent reference checks confirmed that Dyett & Bhatia has worked on similar projects in a competent, professional, and timely manner.

Staff subsequently requested, received, and reviewed a proposal for planning services from Dyett & Bhatia. The scope of work and contract price was then negotiated in the amount of \$440,019. The final project team includes Dyett & Bhatia (Planning & Urban Design), Field Paoli (Architecture and Urban Design), Ten Eyck (Landscape Architecture), ESI (Economics), Kimley-Horn (Infrastructure and Traffic), Gammage and Burnham

(Land Use Law), and Jack Mackie (Public Art).

Project Schedule :

The project will begin immediately upon Council approval of the professional services agreement and be completed in two phases. Phase I includes research, visioning, plan development, impact analysis, public review, and drafting the specific plan document. Phase II includes drafting the implementation plan, public hearings and adoption, and final document preparation. Phase I is scheduled for completion in July 2007. Phase II is scheduled for completion by October 2007.

BUDGETARY IMPACT:

This project is currently unfunded; however, staff has identified \$350,000 in the General Fund Non-departmental contingency that can cover the costs incurred during this fiscal year. Funding for the remainder of the project in the amount of \$90,019 will need to be included in the FY 2007-2008 budget appropriation.

RECOMENDATION:

Staff recommends that the City Council APPROVE a Professional Services Agreement in the amount of \$440,019 with Dyett & Bhatia to prepare the City Center Specific Area Plan; authorize the transfer of \$350,000 from the General Fund non-departmental contingency to line item 101-5430-00-6180; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

📄 [PSA](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of January 2, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Dyett & Bhatia, Urban and Regional Planners, a California corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ"), attached hereto as Exhibit A and incorporated herein by reference, seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ by the Proposal, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the City Center Specific Area Plan (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 2, 2008.
2. Scope of Work. Consultant shall provide the Services as set forth in Exhibit B.
3. Compensation. The City shall pay Consultant a price not to exceed \$440,019.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit C and incorporated herein by reference.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel

shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

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

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies

and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be

responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

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

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

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

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

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

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

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

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

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

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-478-3802
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: Dyett & Bhatia, Urban and Regional Planners
755 Sansome Street, Suite 400
San Francisco, California 94111
Facsimile: 415-956-7315
Attn: Leslie Gould

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

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

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Price Sheet and this Agreement, the terms of this Agreement shall govern.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Consultant”

DYETT & BHATIA, URBAN AND
REGIONAL PLANNERS, a California
corporation

By: _____

Name: _____

Its: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

[RFQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

[The Proposal]

See following pages.

Scope of Work and Deliverables

SPECIFIC AREA PLAN – FINAL PRODUCT

Key components of the City Center Specific Area Plan for the City Center will include the following:

Overall Goals and Vision

- Overarching Goals
- Guiding Principles
- Renderings Showing Desired Character (Three to Five Drawings)

Areawide Plans: Land Use, Urban Design, Circulation, Public Space, Building Form, Public Art, and Parking

- Land Use Plan – Districts, District Character and Purpose, Uses, and Density
- Urban Design Plan – Street Layout, Dimensions and Pattern of Blocks; and Street Design (Plan View), Building Orientation, Focal Points, View Corridors, Gateways
- Circulation Plan: Street System and Pedestrian/Bike Routes (including bike lanes), Street Classifications, Transit Stops, Timing of Improvements
- Public Space - Network of Public Gathering Places, Sidewalks, and Parks
- Building Form – Building Heights, Building Bases, and Building/Street Relationships
- Public Art Program – Key Provisions including funding source; types of public art, location, integration into infrastructure, etc.
- Parking Strategy

Sub Areas: Development Policies, Standards, and Design Guidelines

For each sub-area we will establish policies, development standards, and design guidelines for the topics listed below. Illustrations will be used to the maximum extent possible. The architects on our team will create diagrammatic site plans and building envelopes to test out the densities and development standards. Our team will prepare illustrative two and three-dimensional drawings for each sub-area.

- Building Character
 - Building Types
 - Colors, Textures, and Materials (if appropriate)
 - Design Features to be Included that are Unique to Avondale City Center
 - Shade and Solar Orientation
- Street Character
 - Sections and Photo Examples of All Major Streets and Street Types
 - Key Design Features Unique to Avondale
 - Streetscape Palette and Pedestrian Amenities for Key Streets – Trees, Light Fixtures, Benches, Trash Receptacles
- Building Envelopes, and Building Relationship to the street - Illustrations
- Public Space – Locations, Size, Types, General Design Parameters

- Parking Location and Design

Infrastructure Recommendations

- Streets – Phasing
- Sewer – Location, Size, and Phasing with Development
- Water – Location, Size, and Phasing with Development

Implementation Plan

- Zoning and other Land Use Regulations
 - Land Use Table - rules for major categories of land uses
 - Development Standards Table – key development standards
 - Strategy for Integrating Plan Recommendations into the Zoning Code
- Development Incentives
- Marketing Recommendations
- Infrastructure Financing and Phasing Recommendations

SCOPE OF WORK AND SCHEDULE

Our proposed approach to the scope of work and schedule includes all of the required components, combined and structured in a way that builds consensus as the plan is developed and allows the schedule to be achieved. We propose to add a bus tour with the City Council of other comparable or desirable areas in the region, and to include follow-up interviews with stakeholders as the project progresses.

TASK 1: KICK-OFF, RESEARCH, AND STAKEHOLDER INTERVIEWS

Meet with City staff to prepare a project schedule and details about City Council sessions and public meetings. Conduct individual and small group interviews to learn about major issues, concerns, and opportunities from a wide variety of stakeholders. Review data and existing plans, and research existing conditions, opportunities, and constraints. Conduct a market analysis of development trends and absorption rates for different land uses. Prepare base maps. Design the project website; and post project materials on the site and issue press releases on an ongoing basis.

- A. Kick-Off Meeting with City Staff (Team)
- B. Field Tour with City Staff (Team)
- C. Stakeholder Interviews (D&B, ESI)
- D. City Council Meeting – Kick-off (D&B, ESI) Discuss project approach and schedule. Ask for input about major goals, priorities, and concerns.
- E. Review Data and Existing Plans (D&B)
- F. Opportunities and Constraints Analysis (DB)
- G. Market Analysis and Growth Projections (ESI)

ESI will begin the market analysis by defining the market trade area for Avondale City Center and create a socioeconomic profile examining key characteristics of the trade area including population, household size, household income, age, education attainment, occupations and the like. This information will be for the years 2000, 2005 estimates and 2011 projections and compared to Avondale as a whole.

We will provide an overview of historical development trends and absorption for retail (regional, community, neighborhood and strip/specialty), office space, townhouse/condo and multi-family developments for the metro area and the southwest valley. Information we will analyze will be over a five-year time horizon and include:

- a. Total, occupied and vacant square feet of retail and office space
- b. Square feet of retail and office space planned and under construction
- c. Absorption of retail and office space
- d. Inventory and building permits for Townhouse/condo and multi-family
- e. Sales activity for Townhouse/condo by price range
- f. Construction starts and completions of multi-family

An inventory of other existing and planned competitive urban centers within the market trade area will be developed. We will include the location of the center, the mix of uses, existing tenant mix, and the age of the property to gain an understanding of the potential impact these competitive properties may have on the Avondale City Center.

Findings of the market analysis will help guide the concept plan alternatives and recommendations for square feet of retail and office space as well as housing that could be supported.

- H. Infrastructure Analysis (KH) Gather all available data and review. Conduct analysis of existing conditions, opportunities and constraints. Prepare the infrastructure section of the Existing Conditions Memo.
- I. Transportation Analysis (KH) Gather and review all available data related to automobile, transit, bicycle and bus circulation. Collect new data as needed. Conduct analysis of existing conditions, opportunities and constraints. Prepare the transportation section of the Existing Conditions Memo.
- J. Base Maps (DB)
- K. Draft Existing Conditions, Opportunities and Constraints Memo (DB) This will contain key findings of the analysis and will include supporting graphics.
- L. Existing Conditions, Opportunities and Constraints Memo (DB)
- M. Project Website (DB) Provide materials to the City for uploading to the website, and provide graphics for the project page on the City's website.

*Meetings: Kick-Off Meeting with Staff
Stakeholder Interviews*

*Products: Existing Conditions, Opportunities,
and Constraints Memo*

TASK 2: VISIONING AND CONCEPT PLAN

Conduct an interactive visioning session with the City Council, which includes: presentation of conclusions from the research and stakeholder interviews; a bus tour; and an interactive design

charrette with presentation of photos and drawings of different options for the character of the City Center area. Working collaboratively with the full team, prepare a Draft Vision, with at least one or two alternative variations that clarify policy choices. Present the Draft Vision in a follow-up work session for City Council discussion and further direction.

- A. Research Bus Tour Sites (DB, Field, ESI). Phone Conference with City Staff. Visit sites and take photographs. Gather data regarding projects to be visited. Prepare information booklet for the tour. Coordinate tour logistics with City staff and the bus company – route map, timing, bus, food, etc.
- B. City Council Bus Tour and Visioning Session (Team). This will be a full day event, with 4-5 hours of tour time, and a visioning session of 1-2 hours with the City Council. The City will provide the bus transportation, driver, and food.
- C. Prepare Draft Concept Plan Ideas and Alternatives, with up to two alternative concept plans to illustrate policy choices
 - Land Use (DB, ESI)
 - Street Layout and Circulation (DB, KH)
 - Public Space (DB, TE)
 - Urban Design (DB, Field, TE)
 - Building Character (DB, Field)
 - Legal Framework (DB, GB)
- D. Team Charrette (Team)
- E. Review Draft Concept Plan Ideas and Alternatives with City Staff (DB, ESI)
- F. Draft Concept Plan and Alternatives (DB, Field)
- G. Follow-Up Work Session with City Council (Team)
- H. Key Issues and Priorities Memo (DB)
- I. Update Project Website (DB)

Meetings: *City Council Bus Tour and Visioning
City Council Follow-up Meeting*

Products: *Draft Concept Plan and Alternatives
Key Issues and Priorities Memo*

TASK 3: PLAN DEVELOPMENT AND IMPACTS ANALYSIS

Analyze impacts of the alternatives, including: fiscal impacts (analyzing revenues and service demand), traffic impacts, school enrollment impacts, and infrastructure impacts. Based on the results, prepare a Preferred Plan that covers land use, density, street and block layout, circulation, public space, urban design, and building character.

A. Fiscal Impact Analysis (ESI)

A fiscal analysis will be prepared evaluating impact of each of the two concept plan alternatives. This fiscal analysis will look at the impacts to Avondale only and will not include Maricopa County, the

State of Arizona or other taxing entities. ESI will quantify city tax revenues (based on a build-out scenario) including sales and property taxes, state shared revenue, and occupancy tax. We will also project the on-going employment to be generated for each of the two concept plan alternatives.

- B. Transportation Impact Analysis (KH)
- C. Parking Analysis (KH, DB)
- D. School Enrollment Impacts (DB)
- E. Infrastructure Analysis (KH)
- F. Legal Framework Analysis (GB)
- G. Team Charrette (Team)
- H. Proposed Revisions to Concept Plan (DB)
- I. Review Meeting with City Staff (DB). Review the impact analysis and the proposed revisions to the Concept Plan.
- J. Prepare Preferred Plan (DB)
- K. Impacts Analysis Memo (DB)

Meetings: Review Meeting with City Staff

*Products: Preferred Plan
Impacts Analysis Memo*

TASK 4: PUBLIC REVIEW

Present the impacts analysis and preferred plan at a City Open House to gather public input. Conduct follow-up meetings with key stakeholder groups. Hold work sessions with the Planning Commission, and City Council.

- A. Prepare Public Presentation (DB)
- B. City Open House (DB, Field, ESI, KH, TE)
- C. Follow-up Meetings with Key Stakeholders (DB)
- D. Planning Commission Work Session (DB)
- E. City Council Work Session (Team – Field attends either the open house or the City Council Work Session. During the course of the project, Field Paoli will make a total of five trips to Arizona, the timing of which will be decided based on where their participation will be most effective.)

*Meetings: Community Meeting – City Open House
Follow-Up Stakeholder Meetings*

*Products: Planning Commission Work Session
City Council Work Session*

TASK 5: SPECIFIC AREA PLAN

Prepare the Specific Area Plan, to include master plans for Land Use, Districts, Circulation, and Public Space. Develop detailed proposals for street sections, streetscape design, building form, site design, building character, public improvements, pedestrian amenities, and public art. The Specific Area Plan will include the sections listed below. Each of these sections will be concise, and with the maximum use of graphic illustrations.

- A. Specific Area Plan Overview (can also serve as Marketing Brochure) (DB)
- B. Market Analysis Overview and Development Incentives (ESI)
- C. Land Use and Density (DB)
- D. Districts (DB)
- E. Parking Strategy
- F. Public Space (DB, TE)
- G. Circulation (DB, KH)
- H. Urban Design and Building Form (DB, Field)
- I. Pedestrian Amenities (TE, DB)
- J. Public Art and Public Art Program (JM)
- K. Site Design and Key Development Standards (DB, Field)
- L. Building Character and Key Design Guidelines (Field, DB)
- M. Infrastructure Improvements – Water, Sewer, Storm water (KH)
- N. Legal Framework (GB)
- O. Other Key Development Issues (DB)
- P. Review Meeting with City Staff (DB). Meet with City staff to review key proposals while the work is in progress.
- Q. Administrative Draft Specific Plan (DB)

Meetings: Review Meeting with City Staff

Products: Admin. Draft Specific Area Plan

TASK 6: IMPLEMENTATION PLAN

Prepare proposals for infrastructure phasing, financing, and marketing. Prepare the detailed direction for land use regulations and development standards, so the plan provisions can be easily integrated into zoning. Touch base again with key stakeholders, including property owners, architects, community members, decision makers, etc. in small group meetings to review key zoning provisions which are of interest or concern to them.

- A. Infrastructure Phasing and Financing Strategy (ESI, KH, DB)
- B. Description of Area-wide Infrastructure Improvements – Water, Sewer, Stormwater, Roads (KH)

C. Parking Strategy and Implementation Steps (KH, DB)

D. Marketing Strategy (ESI)

We will identify effective ways for the City of Avondale to market the site to potential developers. Depending upon the mix of land uses within the finalized City Center Specific Area Plan, there could be one or multiple marketing strategies recommended. These strategies could range from the recruitment of a master developer for the entire site to the selection of various developers based on product mix.

E. Land Use Regulations (DB)

F. Key Development Standards (DB, Field)

G. Review Meeting with City Staff (DB, KH, ESI)

H. Legal Framework (GB)

I. Follow-Up Stakeholder Meetings (2 days)

J. Follow-Up Meeting with City Staff

K. Administrative Draft Implementation Plan (DB) This will be prepared as a chapter of the specific area plan.

Meetings: Review Meeting with City Staff

Products: Draft Implementation Plan

Follow-Up Stakeholder Meetings

Follow-Up Meeting with City Staff

TASK 7: PUBLIC HEARINGS

Prepare the public review draft of the Specific Area Plan based on staff comments on the administrative draft plan documents. Allow a minimum of two weeks for public review. Conduct public hearings before the Planning Commission and City Council to review the Plan.

A. Prepare Public Review Draft of the Specific Area Plan (DB) This is a combination of the previously prepared Draft Specific Area Plan, and the Implementation Plan that reflects staff comments on the Draft Implementation Plan, into one document. This will involve formatting and editing for consistency and clarity, but does not involve further substantive revisions.

B. Planning Commission Public Hearing (DB and Team members as needed)

C. City Council Public Hearing (DB and Team members as needed)

*Meetings: Planning Commission Meeting
City Council Meeting*

Products: Draft Specific Area Plan

TASK 8: FINAL SPECIFIC AREA PLAN DOCUMENT AND REPORT

Finalize the City Center Specific Area Plan based on City Council direction.

- A. Meeting or Phone Conference with City Staff to Review City Council Direction. (DB) Discuss City Council direction. Send specific text or map changes to City staff for review if necessary.
- B. Prepare Final Specific Area Plan (DB)

Meeting: *Meeting or Phone Conference with City Staff*

Products: *Final Avondale City Center Specific Area Plan*

Schedule

City of Avondale Center Specific Area Plan

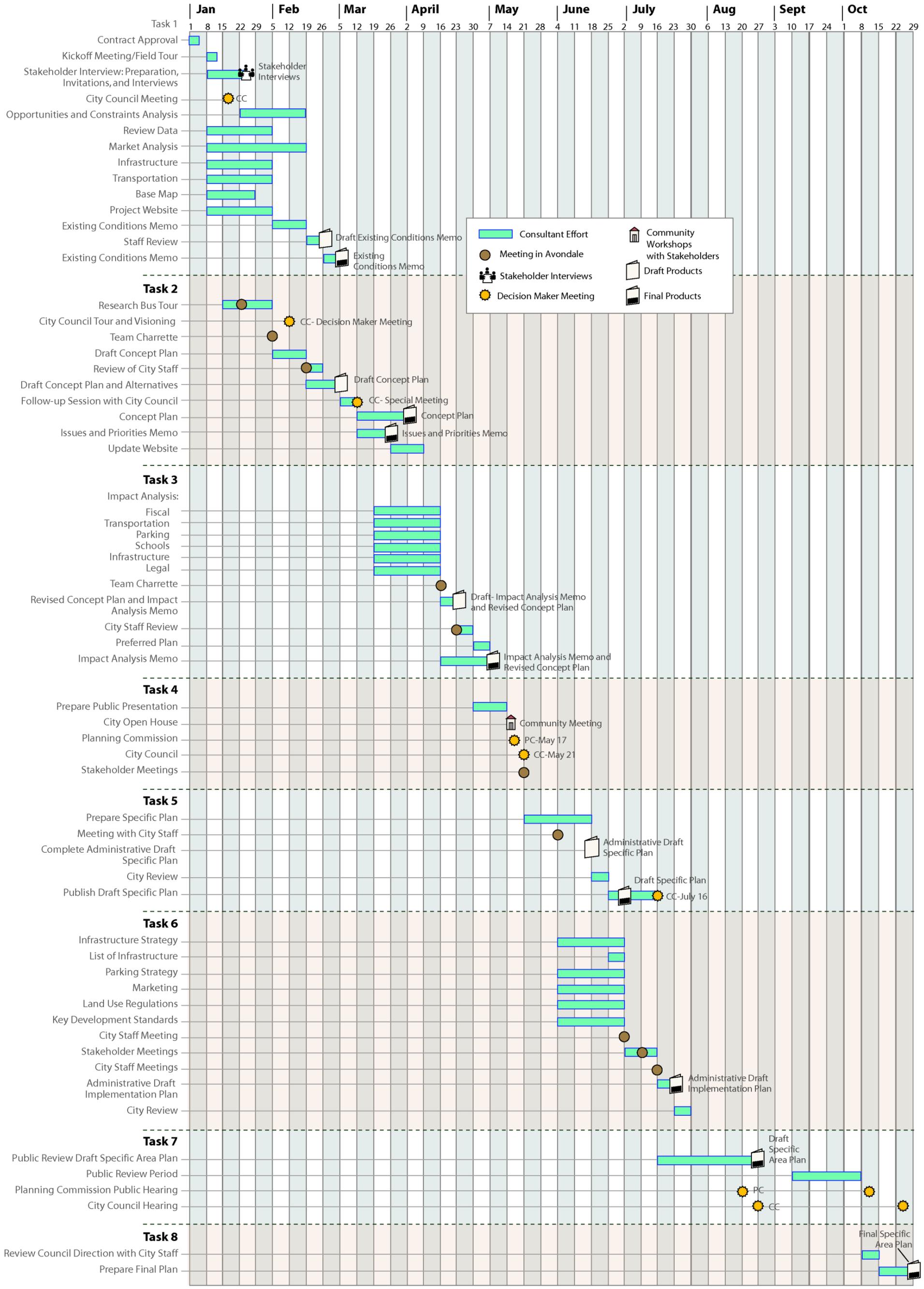


EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

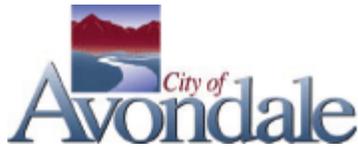
[Fee Estimate]

See following page.

Avondale City Center Specific Area Plan

BUDGET BY TASK

	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	SPECIFIC AREA PLAN SUB-TOTAL	Task 6	Task 7	Task 8	TOTAL
		Research, and Stakeholder interviews	Visioning and Concept Plan	Development and Impacts Analysis	Public Review	Specific Area Plan		Implementation Plan	Public Hearings	Specific Area Plan Document and Report	
		8 weeks	12 weeks	8 weeks	4 weeks	10 weeks		8 weeks	3 weeks	4 weeks	
Dyett & Bhatia											
Leslie Gould, Project Manager	\$170	\$17,850	\$15,300	\$9,350	\$13,600	\$18,360	\$74,460	\$14,450	\$6,800	\$4,080	\$99,790
Rajeev Bhatia, Principal	190	380	380	380	-	380	\$1,520	380	-	-	\$1,900
Michael Dyett, Principal	190	-	-	-	-	-	\$-	760	-	-	\$760
Senior Planner II	110	-	1,760	3,300	-	-	\$8,360	-	-	-	\$8,360
Senior Planner	95	-	-	-	-	-	\$-	-	-	-	\$-
Planner II	85	9,350	9,350	6,120	4,250	12,750	\$41,820	6,800	3,400	1,700	\$53,720
Planner	80	-	-	-	-	-	\$-	-	-	-	\$-
Senior Graphic Designer	95	4,750	3,800	2,280	1,900	5,700	\$18,430	3,800	3,800	1,520	\$27,550
Graphic Designer	65	-	-	-	-	-	\$-	-	-	-	\$-
GIS/ Computer Graphics	85	2,550	1,700	1,700	1,190	1,700	\$8,840	1,700	1,275	425	\$12,240
Support	57	1,710	1,140	1,140	1,026	2,280	\$7,296	1,710	2,280	684	\$11,970
Direct Costs		\$3,400	\$5,200	\$2,800	\$1,600	\$1,600	\$14,600	\$1,600	\$1,600	\$1,000	\$18,800
Sub-total		\$39,990	\$38,630	\$27,070	\$23,566	\$46,070	\$175,326	\$31,200	\$19,155	\$9,409	\$235,090
ESI											
Judie Scalise	150	\$6,300	\$10,200	\$7,500	\$1,050	\$1,200	\$26,250	\$3,750	\$900	\$900	\$31,800
Garrett Gray	95	7,220	570	1,140	-	-	\$8,930	-	-	-	\$8,930
Francisco Jimenez	80	1,600	-	-	-	-	\$1,600	-	-	-	\$1,600
Direct Costs		\$2,606	\$93	\$55	\$30	\$25	\$2,809	\$15	\$15	\$80	\$2,920
Sub-total		\$17,726	\$10,863	\$8,695	\$1,080	\$1,225	\$39,589	\$3,765	\$915	\$980	\$45,250
Field Paoli											
Frank Fuller, FAIA	\$195	\$3,900	\$5,850	\$4,680	\$2,340	\$3,120	\$19,890	\$-	\$-	\$780	\$20,670
Sameer Chadha	\$150	-	2,700	1,800	-	3,000	\$7,500	-	-	600	\$8,100
Jane Lin	\$90	-	1,440	2,160	-	1,800	\$5,400	-	-	-	\$5,400
Direct Costs		\$800	\$800	\$800	\$800	\$800	\$4,000	\$-	\$-	\$-	\$4,000
Sub-total		\$4,700	\$10,790	\$9,440	\$3,140	\$8,720	\$36,790	\$-	\$-	\$1,380	\$38,170
Kimley Horn											
Project Principal	\$200	\$400	\$-	\$-	\$-	\$-	\$400	\$400	\$-	\$-	\$800
Project Manager	164	1,968	4,592	4,264	1,968	1,640	\$14,432	2,296	1,640	656	\$19,024
Project Engineer	142	1,704	-	1,136	-	1,136	\$3,976	1,988	-	-	\$5,964
Engineer/Designer	121	3,388	2,420	5,324	968	4,114	\$16,214	4,114	-	726	\$21,054
Tech/Draftsman	84	4,536	1,008	6,552	504	3,360	\$15,960	3,192	-	-	\$19,152
Administrative	90	180	180	180	180	180	\$900	180	180	180	\$1,440
Clerical	58	-	116	116	-	116	\$348	116	-	116	\$580
Direct Costs		\$768	\$396	\$1,093	\$178	\$641	\$3,075	\$707	\$69	\$74	\$3,925
Sub-total		\$12,944	\$8,712	\$18,665	\$3,798	\$11,187	\$55,305	\$12,993	\$1,889	\$1,752	\$71,939
Ten Eyck Landscape Architects											
Christine Ten Eyck	\$175	\$1,400	\$7,000	\$3,850	\$1,750	\$5,600	\$19,600	\$1,050	\$-	\$-	\$20,650
Betsy Loeb	85	340	1,360	-	-	2,720	\$4,420	-	-	-	\$4,420
Direct Costs		\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sub-total		\$1,740	\$8,360	\$3,850	\$1,750	\$8,320	\$24,020	\$1,050	\$-	\$-	\$25,070
Gammage & Burnham											
Manjula Vaz	\$175	\$1,750	\$700	\$1,400	\$1,400	\$1,050	\$6,300	\$2,100	\$1,400	\$700	\$10,500
Grady Gammage	250	500	500	500	500	500	\$2,500	500	500	500	\$4,000
Direct Costs		\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sub-Total	10	\$2,250	\$1,200	\$1,900	\$1,900	\$1,550	\$8,800	\$2,600	\$1,900	\$1,200	\$14,500
Jack Mackie - Public Art											
Jack Mackie	\$ 100	\$1,200.00	\$2,600.00	\$-	\$-	\$2,200.00	\$6,000	\$2,000.00	\$-	\$-	\$8,000
Direct Costs		\$500	\$500	\$-	\$-	\$-	\$1,000	\$500	\$500	\$-	\$2,000
Sub-total		\$1,700	\$3,100	\$-	\$-	\$2,200	\$7,000	\$2,500	\$500	\$-	\$10,000
TOTAL		\$81,050	\$81,655	\$69,620	\$35,234	\$79,272	\$346,830	\$54,108	\$24,359	\$14,721	\$440,019
Direct costs as shown in the project budget include reimbursable expenses, including but not limited to: air travel, hotel, parking, car rental, meals during out-of-town travel, printing, mailing, and other similar expenses.											
Hourly rates may be adjusted during the course of the contract, but the total amount shall not change.											
Additional services beyond those identified in the scope of work will be provided at the market billing rates of the firm at the time the additional services are requested.											
Dyett & Bhatia reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project and Specific Area Plan budgets do not change											



CITY COUNCIL REPORT

SUBJECT:
Contributions Assistance Program Timeline

MEETING DATE:
January 2, 2007

TO: Mayor and Council
FROM: Janeen Gaskins
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council discuss and approve a timeline for the Contributions Assistance Program; appoint a Council Sub-Committee to review and recommend assistance applications; and determine the criteria to use for evaluating requests.

BACKGROUND:

The Contributions Assistance Program (CAP) was established by the City Council to provide a supplemental funding source for those organizations providing services to the citizens of the City of Avondale. The program has changed over the past few years to reflect the priorities of the Council and the financial constraints of existing budgets.

The City Council, at their February 25, 2003 Special Council meeting, established criteria to limit funding to those organizations providing health and human services. Funding for the program has been increased each of the past three (3) years: \$50,000 in FY 04-05, \$60,000 in FY 05-06 and \$100,000 in 2006-2007. It is proposed that funding remain at \$100,000 for FY 2007-2008.

Sixteen (16) applications were received for FY 2006-2007. The total funding request from all applications totaled \$108,880. Council approved the funding of fourteen (14) non-profit agencies totaling \$100,000:

Agency	Requested Funding	Approved Funding
Altered Tails	\$4,000	\$5,000
Alzheimer's Association	\$5,000	\$5,000
Art League West	\$1,600	\$1,000
Boy's and Girl's Club	\$5,000	\$5,000
Central AZ Shelter Service	\$3,000	\$3,000
Foundation for Senior Living	\$2,730	\$3,000
Habitat for Humanity	\$10,000	\$10,000
NHS	\$30,000	\$15,000
New LifeCenter	\$10,000	\$15,000

Southwest Valley Literacy	\$4,050	\$4,000
St. Mary Westside Food Bank	\$5,000	\$5,000
SW Community Network	\$15,500	\$16,000
SW Lending Closet	\$3,000	\$5,000
Westside Child Crisis Center	\$5,000	\$8,000
Total	\$108,880	\$100,000

DISCUSSION:

It is necessary to initiate and establish the application process to provide time to adequately solicit, evaluate and select organizations for 2007-2008 program funding. Staff recommends the following schedule for Council consideration and approval:

DATE	ACTION
February 01, 2007	Notification sent to all potential applicants
March 01, 2007	Applications due to City Hall
March 5 – March 7, 2007	Staff Committee evaluation of applications
March 8- March 12, 2007	Council Subcommittee review of applications
March 19, 2007	Council Subcommittee recommendation presented to full Council
April , May, 2007	Budget Hearings (Contributions Assistance Program recommendations included in City Budget)

The above schedule allows approximately 30 days from the time the request for applications is distributed. Once the applications are received, the staff Sub-Committee will review them to ensure eligibility. The Staff Committee members are: Christopher Reams, Assistant Director, Parks Recreation and Library Services; SylviaSheffield, Social Services Manager; and Janeen Gaskins, Grants Coordinator.

The Staff Committee will forward the eligible applications to the Council Sub-Committee to evaluate applications, select organizations and determine funding levels. Council is requested to appoint members to the Sub-Committee for this process. The Council Sub-Committee for the program in FY 2006-2007 was: Vice Mayor Chuck Wolf, and Council Members Lynch and Earp.

Staff is requesting that the City Council establish criteria to assist in determining program recommendations. The following criteria are offered as a recommendation for Council consideration and approval:

- Applicants who received previous funding must be up to date with their quarterly reporting before being awarded any new grant funds.
- Requests for funding must be related to health and human services. Health and human service organizations are those organizations that provide direct support in improving the health and welfare of Avondale residents.

- Applicants must demonstrate an ability to generate other revenue sources.
- Applicants must demonstrate how their project will benefit from Avondale assistance.
- Suggestion: Quarterly reports are no longer required. Financial reporting will be required when the funding is fully spent or within one year from the date the funds were received.
- Reporting must identify and detail how the applicant has met their program objectives and must detail how they have addressed stipulations of approval.

Upon approval of the above schedule, Council Sub-Committee and evaluation criteria, staff will initiate the Contribution Assistance Program for FY 2007-2008.

BUDGETARY IMPACT:

It is proposed that funding remain at \$100,000 for FY 2007-2008.

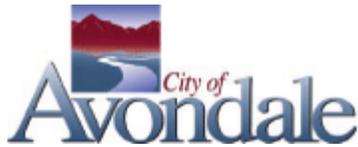
RECOMENDATION:

Staff recommends that the City Council approve a timeline for the Contributions Assistance Program; appoint a Council Sub-Committee to review and recommend assistance applications; and determine the criteria to use for evaluating requests.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Fire Apparatus Purchase Contract - Pierce Fire
Apparatus

MEETING DATE:
January 2, 2007

TO: Mayor and Council
FROM: Paul Adams, Fire Chief
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council approve a contract with Pierce Fire Apparatus for the purchase of fire apparatus in a total amount of \$1,642,381.83.

BACKGROUND:

As part of the FY 2006-07 budget process Council approved the purchase of a new ladder truck and a technical rescue support vehicle to assist the fire department in meeting their operational objectives. A budget amount of \$1,650,000 was approved to cover the cost of the vehicles and all related equipment with the intent of purchasing the vehicles through a 15-year lease purchase arrangement.

On June 19, 2006 the Council approved an Intergovernmental Agreement with the Houston-Galveston Area Council (HGAC) relating to cooperative purchasing. The HGAC agreement includes pricing for a variety of fire apparatus, including ladder trucks and rescue support vehicles.

DISCUSSION:

Over the past several months the Fire Department apparatus committee has worked diligently to develop the specifications and equipment lists for the vehicles. The final specifications were completed on December 1st and were submitted to HGAC for pricing evaluation, which was received on December 11th. A copy of the HGAC pricing worksheets are attached for reference.

The vehicles will be constructed by Pierce Fire Apparatus of Appleton, WI. First In, Inc., located in north Phoenix, is the local distributor for Pierce Fire Apparatus and will be our primary contact during the construction process and for warranty issues following delivery. The purchase contract will be with Pierce Fire Apparatus and estimated delivery time will be nine to twelve months following placement of the order.

BUDGETARY IMPACT:

The budget approved by Council for this project was \$1,650,000 which included both vehicles and related equipment. Total contract cost is \$1,642,381.83 including all applicable taxes. Funds have been allocated in the fire department operating budget to purchase the vehicles through a 15-year lease purchase arrangement.

RECOMENDATION:

Staff recommends that the Mayor and City Council approve a contract with Pierce Fire Apparatus for the purchase of fire apparatus in a total amount of \$1,642,381.83.

ATTACHMENTS:

Click to download

[HGAC Pricing Worksheet](#)

[PA - Pierce](#)



CONTRACT PRICING WORKSHEET

Contract No.: **FS12-05** Date: **12/6/2006**

Agency:	Avondale Fire Department	Contractor:	Martin Apparatus, Inc
Contact:		Prepared:	Travis Burrage
Phone:		Phone:	281-442-6806
Fax:		Fax:	281-442-0850
Email:		Email:	tburrage@martinapparatus.com

Prod. Code:	OA12	Description:	Pierce Platform
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A. Product Item Base Unit Price For Contractor's H-GAC Contract: \$ 822,979.00

B. Published Options - Itemize below - Attach additional sheets if necessary - Include Option Code in description if applicable

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 77,815.00
Subtotal B:			\$ 77,815.00

Total Published Options: \$ 900,794.00

C. Unpublished Options - Itemize below - Attach additional sheets if necessary

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 151,965.00
Subtotal C:			\$ 151,965.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). 17%

D. Other Cost Items - Subcontract, Overhead, Installation, Freight, Delivery, Etc.

Description	Cost	Description	Cost
Pierce Discount	-30403		
Subtotal D:			\$ (30,403.00)

Total Cost Before Any Applicable Trade-In, Other Allowances, Discount, A+B+C+D: \$ 1,022,356.00

Quantity Ordered:	1	X Subtotal of A + B + C + D:	1022356	=	Subtotal E:	\$ 1,022,356.00
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F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$ 2,000.00

Description	Cost	Description	Cost
Tax	\$ 82,810.84		
Subtotal of column	\$ 82,810.84	Subtotal of Column	\$ -
Subtotal G:			\$ 82,810.84

Delivery Date: _____ **H. Total Purchase Price (E+F+G):** \$ 1,107,166.84

Pride Number	Qty	Description	Published Options	Unpublished Options
0096386	1	Harrison 10 kW FRM Hydraulic, Hotshift PTO, Mid Mount	\$ 16,323.00	
0090913	1	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, DLX/Qtm/AX	\$ 12,157.00	
0009345	1	Breath Air To Tip (95 Mid Mt PAP), (1) 4500 PSI, No Masks	\$ 9,390.00	
0511283	1	Trans, Allison Gen IV 4000 EVS PR, QXS	\$ 8,149.00	
0027753	1	Pump, 8FG, 2000 GPM, Single Stage, Hale, Aerial Midmount	\$ 5,997.00	
0019639	1	Wheels, Rr, Alum, Alcoa, 22.50" x 8.25" tandem rear	\$ 4,889.00	
0016080	1	Siren, Federal Q2B	\$ 3,030.00	
0055731	2	Light, Kwik-Raze, 120 Volt @ Frt of Basket IAT Tip Lts, 750 Watt	\$ 2,568.00	
0056028	2	Light, Kwik-Raze, 120 Volt Under Basket, 750 Watt	\$ 2,568.00	
0051132	2	Light, FRC FOCUS, 120 Volt, @ Platform, 750 Watt	\$ 2,568.00	
0006825	2	Reel, Electric Cable - Hannay1600 (3-wire)	\$ 2,414.00	
0089784	1	Outlet, Front, 1.50" w/2.00" plumbing, Mid Mt	\$ 2,162.00	
0016930	1	120 Volt To Tip, 20 Amp (PAP)	\$ 1,329.00	
0051943	1	Spare Tire, Front, 425/65R22.50, w/Alum. Rim	\$ 1,039.00	
0071931	1	Spare Tire, Rear, 12R22.5, w/Alum Rim	\$ 1,039.00	
0016174	2	Speaker, Code-3 PB100C, Chrome, recess bumper	\$ 834.00	
0011039	1	Seal, Mechanical, Hale, QFLO/QPAK/8FG-Standard	\$ 649.00	
0001091	1	Cooling Hoses, Silicone - Custom	\$ 570.00	
0001096	1	Chrome Exhaust Extension, w/Elbow	\$ 140.00	
	1	Nonpublished Loose Equipment		\$ 70,000.00
0507029	1	Engine, DDC Series 60, 14.0L 515 hp, 1650 Torque, Qtm, 2007		\$ 18,624.00
0505503	9	Lights, Compt, ROM, 3 Lights, IPOS		\$ 6,861.00
0074389	1	Quantum,Bright Finish,S Chassis, Aerials/Tankers Tandem 48K		\$ 6,753.00
0069952	4	Lights, FRC, Optimum lighthouse, OPA570-HD15, 150W HID		\$ 5,550.00
0021078	1	Lightbar, Tomar, 930N1-8009-PS03, NFPA, Arendale		\$ 2,922.00
0021100	1	Suspen, Rear, Dynalastic 202S, 58,000 lb		\$ 2,251.00
0065778	3	Chocks, Wheel, SAC-44-E, Folding, Mounted, Horizontal		\$ 2,179.00
0003982	3	Tray, 500 lb Slide-out w/ 2" Sides - Floor Mounted		\$ 1,899.00
0026826	2	Box, Circle- D. PF-51-GFCI-3,1)20A Str 3)20A TL		\$ 1,896.00
0056077	1	Air conditioning, Coleman Polar Mach, 120V, Cab Roof, 10.63" High (Cool Only)		\$ 1,848.00
0087852	1	Vehicle Information Center, 7" Color Display, MUX		\$ 1,668.00
0074419	1	Cab, Quantum,Bright Finish, Side Door, With 12" Raised Roof		\$ 1,503.00
0032191	1	Mirrors, Ramco, w/bolt-on convx, htd/rmt, Door mnt (6000FFHR-750)		\$ 1,474.00
0006031	4	Handlight, Streamlight SL-90X Survivor, 12v, Orange		\$ 1,453.00
9902137	1	Stripe, Reflective, Inverted "V", at Rear, 2 colors, Includes Rear Compt		\$ 1,316.00
0048758	1	Lyfe Brackets, 3-In-1, Wide Basket		\$ 1,304.00
0067913	1	Lights, Fire Research, Optimum Lamp Head, OPA851-HD15, HID150w, Visor		\$ 1,289.00
0551392	1	Controls, Electric Windows, Manual Door Locks, with add'l ctrl swtchs, Custom		\$ 1,233.00
0003942	11	Shelves, Adjustable, 215 lb Capacity		\$ 1,224.00
0075704	1	Light & Alarm, Seat Belts Not Fastened, Position Indicated On Color Display, MUX		\$ 1,134.00
0003881	1	Pedestal, Aerial, Raised 10", Mid Mount PAL/PAP		\$ 1,040.00
0054011	1	Tool Board, Adj Slide-Out .188 Alum, Peg Bd. Pattern		\$ 1,028.00
0016833	1	Box, Junction,Circle D, PF-51 G, (4) 20A Straight		\$ 967.00
0006792	4	Receptacle, 15 Amp 120V 3-Prong, twist lock		\$ 906.00
0033709	1	Radio, Panasonic w/CD		\$ 900.00
0503442	1	Light, Locator, Tomar 800-1228 Maxi II Strobe at Tip, PAP/PAL		\$ 896.00
0076978	1	Box, Hose Storage @ Platform w/Cover, 100"/1.75"		\$ 804.00
0007210	1	Paint, Two Tone, Cab, Custom Cab/Commercial Cab		\$ 702.00
0013918	1	Tool Board, Swing-Out, Alum, .188"		\$ 687.00
0092155	1	Ladder, 14' Duo-Safety 35-B, Combo		\$ 670.00
0039828	1	Lights, Tail, Whelen 60R00XRR LED Stop/Tail, 60A00TAR Amber, LED, Pop Arrow		\$ 655.00
0032099	1	Tint, Windows, Crew cab		\$ 602.00
0076983	1	Box, Air Mask Storage @ Turntable		\$ 566.00
0004233	2	Ladder, 14' Duo-Safety Fresno 701		\$ 507.00
0036800	1	Switch, Auto Transfer, Up to 30Amp		\$ 472.00

0085994	1	Spotlight, GOLIGHT 2020 Remote Controlled, Cab Rf	\$	456.00
0006824	2	Holder, Junction Box	\$	445.00
0068338	1	Reflective Band, 1"-6"-1"	\$	428.00
0024232	3	Ladder, 16' Duo-Safety 875A Roof	\$	398.00
0043360	1	Bracket, Stabilizer Pad Strge, Single IPO Two, Mid Mount	\$	396.00
0013908	2	Partition, Vertical Compartment	\$	388.00
0016945	1	Brackets, Roof Ladder @ Aerial Fly Section	\$	365.00
0045907	1	Lights, Bezel, (2) Whelen Cast 3, For mtg (3) Whelen 600	\$	351.00
0090207	3	Wiring, Spare, Pair, Each	\$	340.00
0058979	2	Brackets, Axe in PAP Basket (No Ax)	\$	314.00
0076794	1	Receptacle, Outlet, 6-Place, 120 Volt,20 Amp	\$	293.00
0014130	1	Air Tank, Additional for Extra Air Horn Capacity	\$	289.00
0039204	1	Lights, Backup, Whelen 600, Halogen	\$	288.00
0066622	1	Receptacle,20A 120V 3 Prong Str Blade Duplex, Generator Ext	\$	225.00
0017268	2	Decals, Customer furnished, Pierce installed, Per Pair	\$	204.00
0061613	1	Handlight, Streamlight, Fire Vulcan, Dual-Filament/LED 12v, Orange	\$	202.00
0002365	1	Spacing, 8", Between Forward Facing Crew Cab Seats, Qtm	\$	198.00
0032739	1	Wiring, Customer Radio, Battery, Ignition & Ground	\$	186.00
0091854	1	Fitting, Refill, At Turntable, CGA 347	\$	142.00
0017359	2	Stripe, Black Outline, Vinyl on Reflective Band	\$	124.00
0012683	1	Trays, Battery Box, Poly w/drains, Pair	\$	79.00
0006507	1	Flasher, Headlight Alternating, DLX/QX	\$	71.00

Base Bid	\$	822,979.00	
Published Options	\$	77,815.00	
Total Published Options	\$	900,794.00	
Unpublished Options	\$	151,965.00	16.87%
Total Options w/o HGAC Fee	\$	1,052,759.00	



CONTRACT PRICING WORKSHEET

Contract No.: **FS12-05**

Date: **12/6/2006**

Agency:	Avondale Fire Department	Contractor:	Martin Apparatus, Inc
Contact:		Prepared:	Travis Burrage
Phone:		Phone:	281-442-6806
Fax:		Fax:	281-442-0850
Email:		Email:	tburrage@martinapparatus.com

Prod. Code:	OD07	Description:	Pierce Rescue
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A. Product Base Unit Price Per Contractor's H-GAC Contract: **\$ 270,178.00**

B. Published Options - Items below - Attach additional sheets if necessary - Include Option Code in description if applicable

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 144,111.00
Subtotal B:			\$ 144,111.00

Total Published Options: **\$ 414,289.00**

C. Unpublished Options - Items below - Attach additional sheets if necessary

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 89,657.00
Subtotal C:			\$ 89,657.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **22%**

D. Other Cost Items - Subcontract, Shipping, Installation, Freight, Delivery, Etc.

Description	Cost	Description	Cost
Pierce Discount	-9835		
Subtotal D:			\$ (9,835.00)

Total Cost Before Any Applicable Trade In / Other Allowances / Discounts (A+B+C+D): **\$ 494,111.00**

Quantity Ordered:	1	X Subtotal of A + B + C + D:	494111	=	Subtotal E:	\$ 494,111.00
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F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F: \$ 1,000.00**

Description	Cost	Description	Cost
Tax	\$ 40,103.99		
Subtotal of column	\$ 40,103.99	Subtotal of Column	\$ -
Subtotal G:			\$ 40,103.99

Delivery Date: **H. Total Purchase Price (E+F+G): \$ 535,214.99**

Pride Number	Qty	Description	Published Options	Unpublished Options
0074383	1	Quantum,Bright Finish,Side Door Chassis	\$ 73,115.00	
0019030	1	HDR, Non-Walkin, Aluminum	\$ 38,693.00	
0018453	1	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/Enf/Qtm/	\$ 12,157.00	
0511283	1	Trans, Allison Gen IV 4000 EVS PR, QXS	\$ 8,149.00	
0019625	1	Wheels, Rr, Alum, Alcoa, 22.50" x 8.25" single rear	\$ 3,484.00	
0016080	1	Siren, Federal Q2B	\$ 3,030.00	
0038090	2	Fire Research, 1000 W Tripod, Focus, 240 volt	\$ 2,626.00	
0032065	1	Fire Research, 1000W, 240V,FC100-M12 Focus, Cab Brow (Visor)	\$ 1,313.00	
0016183	2	Speaker, Federal CP100-S, Chrome, recess bumper	\$ 834.00	
0001091	1	Cooling Hoses, Silicone - Custom	\$ 570.00	
0001096	1	Chrome Exhaust Extension, w/Elbow	\$ 140.00	
		1 Nonpublished Loose Equipment		\$ 50,000.00
0507025	1	Engine, DDC Series 60, 14.0L 455 hp, 1550 Torque, Qtm, 2007		\$ 24,981.00
0045052	4	Tray, Slide Out, Two Way, Adjustable Height, 85.00"		\$ 4,871.00
0021401	1	Ladder, Retractable Stairway, Recessed Walkway, Aluminum		\$ 4,450.00
0051356	4	Kwik-Raze, Mod KR-2139 900W, Recessed 10 Degree Down, Magnafire 3000		\$ 3,978.00
0045051	4	Tray, Tilt, Slide Out, 42.00", 30 deg, (200 lb)		\$ 3,420.00
0021078	1	Lightbar, Tomar, 930N1-8009-PS03, NFPA, Arendale		\$ 2,922.00
0006656	1	Winco 35 kW Intermittent, 1 Ph., PTO (25,000W Cont. Rating)		\$ 2,443.00
0044403	2	Tool Board, Slide-Out, Adjustable, .188" Alum, 26"L		\$ 2,056.00
0056077	1	Air conditioning, Coleman Polar Mach, 120V, Cab Roof, 10.63" High (Cool Only)		\$ 1,848.00
0504035	1	Paint, Two Tone, Cab and Body, Custom Cab, Sun City, Cab Roof painted White		\$ 1,800.00
0087852	1	Vehicle Information Center, 7" Color Display, MUX		\$ 1,668.00
0090523	1	Winch, Warn, 9,000 lb. Portable Receiver Type		\$ 1,625.00
0074419	1	Cab, Quantum,Bright Finish, Side Door, With 12" Raised Roof		\$ 1,503.00
0074210	2	Compt, Air Bottle in Fender Panel, Dbl Wide		\$ 1,354.00
0009818	1	Lettering, Gold Leaf 8" w/outline (21-40)		\$ 1,340.00
0064343	13	Lights, Compt, Krystal-lite, Super Brite", IPOS, Roll up doors		\$ 1,300.00
0551392	1	Controls, Electric Windows, Manual Door Locks, with add'l ctrl swtchs, Custom		\$ 1,233.00
0504031	1	Rack, (4) Backboards, Transverse		\$ 1,215.00
0074467	1	Light, Rear, Code 3 ArrowStik, AS-847, features		\$ 1,205.00
0002850	4	Antenna, 2-way Radio, Customer Furnished		\$ 1,157.00
0062158	1	Vinyl, Covered Rear Wall		\$ 1,017.00
0026824	3	Box, Junction, Woodhead 3)120V TL & 1)240V TL, 20A		\$ 948.00
0032189	1	Mirrors, Ramco, w/convex, htd/rmt, Door mnt (6000PCHR)		\$ 893.00
0019760	1	Tint, Windows, Crew cab, Raised roof, Quantum		\$ 876.00
0033709	1	Radio, Panasonic w/CD		\$ 827.00
0039768	1	Lights, Side Scene, Whelen 900 Halogen		\$ 794.00
0032207	1	Hitch, Receiver, Rear/Sides,Under Body (HDR ONLY), Includes Ball		\$ 754.00
0075704	1	Light & Alarm, Seat Belts Not Fastened, Position Indicated On Color Display, MUX		\$ 738.00
0065778	1	Chocks, Wheel, SAC-44-E, Folding, Mounted, Horizontal		\$ 726.00
0099968	1	Lights, Rear Scene, Whelen 900, Halogen, Special Bezel		\$ 713.00
0012739	3	Terminal Strip (12VDC), (5) w/grd, "Battery Direct		\$ 699.00
0054092	1	Tool Board, Swing Out, 188" Alum		\$ 687.00
0038925	1	Lights, Rear Scene, Whelen 900, Halogen		\$ 599.00
0090515	1	Hitch, Receiver, Front, Custom Chassis		\$ 597.00
0090207	6	Wiring, Spare, Pair, Each		\$ 531.00
0009429	4	Electric Power Only, Portable Winch		\$ 523.00
0045053	1	Tray, Tilt, Slide Out, 22.00", 30 deg. (200 lb)		\$ 504.00
0043762	2	Compt, Divider, Vertical		\$ 482.00
0036800	1	Switch, Auto Transfer, Up to 30Amp		\$ 472.00
0017934	1	Arm Rests, Seats Inc. 911 Non-SCBA Seats, Pair		\$ 462.00
0085994	1	Spotlight, GOLIGHT 2020 Remote Controlled, Cab Rf		\$ 456.00
0006824	2	Holder, Junction Box		\$ 445.00
0004210	1	Compt, Air Bottle in Fender Panel		\$ 431.00

0053765	2 Recess For Reels	\$	403.00
0018599	12 Lettering, Reflective w/outline & shade, Roll-up Drs	\$	401.00
0077250	5 Lettering, Reflective	\$	262.00
0006790	5 Receptacle, 20A 120V 3-Prong Twistlock	\$	226.00
0005921	2 Light, 6.00" Additional, Compt	\$	210.00
0036802	1 Sub Feed Breaker Box, For Shoreline	\$	204.00
0002365	1 Spacing, 8", Between Forward Facing Crew Cab Seats, Qtm	\$	198.00
0025527	3 Inserts, Back Rest for 911 SCBA Seats, (New Style)	\$	185.00
0004150	1 Handrail, Extra - 15-20" Long	\$	178.00
0027341	1 Jog, In Reflective Stripe, Single or Multiple	\$	174.00
0047138	3 Lettering, Reflective w/outline or shade, Roll-up Drs	\$	139.00
0006368	1 Stripe, Reflective, Wrap Around Rear Bulkhead	\$	121.00
0090316	1 Wiring, Spare, Pair, Each, Second Circuit	\$	77.00
0006507	1 Flasher, Headlight Alternating, DLX/QX	\$	71.00
0022850	1 Antenna, Mount Only, For 2-way Radio, Custom	\$	58.00
	1 Delete Roof Access Ladder	\$	(750.00)
	18 Delete Rack, Spare SCBA Bottle	\$	(968.00)
0075050	1 Remove Tray, Slide Out, One Way, Adjustable Height, 42.00"	\$	(1,137.00)
0043942	12 Remove Shelf, Adjustable, Alum	\$	(1,836.00)
0045043	4 Remove Tray, Slide Out, Floor Mounted, (500 lb)	\$	(2,140.00)
2	Delete 2 500Watt Lights	\$	(2,801.00)
1	Delete Light Tower	\$	(14,357.00)
1	Delete Cascade	\$	(20,804.00)

Base Bid	\$ 270,178.00	
Published Options	\$ 144,111.00	
Total Published Options	\$ 414,289.00	
Unpublished Options	\$ 89,657.00	21.64%
Total Options w/o HGAC Fee	\$ 503,946.00	

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PIERCE MANUFACTURING INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of January 2, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Pierce Manufacturing Inc., a Wisconsin corporation ("Contractor").

RECITALS

A. After a competitive procurement process, Houston-Galveston Area Council ("Houston-Galveston") entered into Contract No. FS12-05 with the Contractor for the purchase of firefighting apparatus (the "Houston-Galveston Contract"). The Houston-Galveston Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase a ladder truck and rescue vehicle under the Houston-Galveston Contract without further public bidding, and the Houston-Galveston Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase the ladder truck and rescue vehicle under the Houston-Galveston Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall deliver the ladder truck and rescue vehicle under the terms and conditions of the Houston-Galveston Contract only after Contractor receives a purchase order from the City for said ladder truck and rescue vehicle in the quantities set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by this reference.

2. The total purchase price for the ladder truck and rescue vehicle as authorized in this Agreement is not to exceed \$1,642,381.83.

3. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Contractor”

PIERCE MANUFACTURING INC.,
a Wisconsin corporation

By: _____

Name: _____

Its: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PIERCE MANUFACTURING INC.

[Houston-Galveston Contract]

See following pages.



Houston-Galveston Area Council

February 20, 2006

Travis Burrage
Martin Apparatus, Inc.
14233 Interdrive West
Houston, Texas 77032

Dear Mr. Burrage:

**RE: CONTRACT NO. FS12-05 FOR FIRE SERVICE APPARATUS AND
AMENDMENT NO. 1 TO CONTRACT FS12-05**

Enclosed are one completely executed contract and one completely executed Amendment No. 1 for Fire Service Apparatus for your files. Should you require any further information concerning this contract please call me at 713-499-6663.

Sincerely,

Tammy Metty
Tammy Metty
Contract Specialist
H-GAC Cooperative Purchasing Program

Enclosures



Fire Service Apparatus

Page 1 of 4

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
Martin Apparatus, Inc.

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND **Martin Apparatus, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business 3500 Shelby Lane, Denton, Texas 76207.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Fire Service Apparatus Contract to become effective as of December 1, 2005, and to continue through November 30, 2007 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Fire Service Apparatus offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell Fire Service Apparatus through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: PS12-05, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: PS12-05, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have

Fire Service ApparatusPage 3 of 4

END USER any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 13: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 14: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR's** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any administrative fees due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 15: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any administrative fees due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 17: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 18: PAYMENT OF H-GAC FEE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** administrative fee. Any **H-GAC** fee collected by **CONTRACTOR** from **END USERS**, including **END USERS** without Interlocal Contracts, shall be paid to **H-GAC** by **CONTRACTOR**. **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal Contracts with **H-GAC**. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** fee. **H-GAC** also reserves the right to invoice **END USER** for **H-GAC's** administrative fee. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 19: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 20: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order

Fire Service Apparatus

may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 21: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 22: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas.


Rick Steele, Executive Director

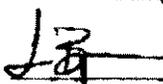
Date: 2/17, 2006

Attest for Houston-Galveston
Area Council, Houston, Texas.


Dwayne Vick, Director of Public Services

Date: Feb 2, 2006

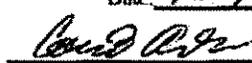
Signed for Martin Apparatus, Inc.
Denton, Texas:



Printed Name & Title: TRAVIS BURRAGE, SALES

Date: 12-1, 2005

Attest for Martin Apparatus, Inc.
Denton, Texas



Printed Name & Title: Connie Oubre, Sales

Date: 12-1, 2005

MARTIN APPARATUS, INC.**ATTACHMENT A****FS12-05****FIRE SERVICE APPARATUS**

Product Code	Mfg./Type	Model / Description	Base Price	Bidder
O. Pierce				
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)				
OA01	Aerial Ladder	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 542,432.00	Martin Apparatus Siddons Fire Apparatus
OA02	Aerial Ladder	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 556,185.00	Martin Apparatus Siddons Fire Apparatus
OA03	Aerial Ladder	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$ 611,166.00	Martin Apparatus Siddons Fire Apparatus
OA04	Aerial Ladder Platform	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear Mounted Telescoping and Articulating Ladder with Platform (#750)	\$ 839,256.00	Martin Apparatus Siddons Fire Apparatus
OA05	Aerial Ladder	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	\$ 694,157.00	Martin Apparatus Siddons Fire Apparatus
OA06	Aerial Ladder	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (#500)	\$ 545,459.00	Martin Apparatus Siddons Fire Apparatus
OA07	Aerial Ladder	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (#500)	\$ 561,383.00	Martin Apparatus Siddons Fire Apparatus
OA08	Aerial Ladder	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (#500)	\$ 616,889.00	Martin Apparatus Siddons Fire Apparatus
OA09	Aerial Ladder	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	\$ 698,425.00	Martin Apparatus Siddons Fire Apparatus
OA10	Aerial Ladder Platform	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping & Articulating Ladder with Platform (#750)	\$ 844,453.00	Martin Apparatus Siddons Fire Apparatus
OA11	Aerial Ladder Platform	Pierce Dash Chassis, 4 Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	\$ 662,245.00	Martin Apparatus Siddons Fire Apparatus

Product Code	Mfg./Type	Model / Description	Base Price	Bidder
OA12	Aerial Ladder Platform	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (#750#)	\$ 822,979.00	Martin Apparatus Siddons Fire Apparatus
OA13	Aerial Ladder Platform	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (#750#)	\$ 738,119.00	Martin Apparatus Siddons Fire Apparatus
OA14	Aerial Ladder	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder (#750)	\$ 673,953.00	Martin Apparatus Siddons Fire Apparatus
OA15	Aerial Ladder Platform	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (#750)	\$ 828,177.00	Martin Apparatus Siddons Fire Apparatus
OA16	Aerial Ladder Platform	Pierce Lance Chassis, 4-Door Split Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (#750)	\$ 743,317.00	Martin Apparatus Siddons Fire Apparatus
OA17	Aerial Ladder	Pierce Dash Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$ 771,742.00	Martin Apparatus Siddons Fire Apparatus
OA18	Aerial Ladder Platform	Pierce Lance Chassis, 4 Door Split Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn Mid-Mounted Telescoping Ladder (#500)	\$ 776,939.00	Martin Apparatus Siddons Fire Apparatus
B. Wildland Fire Apparatus (Brush Fire)				
OB01	Pierce Mfg.	Self-Contained Slip-In Unit	\$ 11,061.00	Martin Apparatus Siddons Fire Apparatus
OB02	Pierce Mfg.	Brush Fire Apparatus, Ford F450, Steel Flatbed	\$ 64,011.00	Martin Apparatus Siddons Fire Apparatus
OB03	Pierce Mfg.	Brush Fire Apparatus, Ford F450, Formed Aluminum Flatbed	\$ 67,310.00	Martin Apparatus Siddons Fire Apparatus
OB07	Pierce Mfg.	Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	\$ 92,192.00	Martin Apparatus Siddons Fire Apparatus
C. Pumper Fire Apparatus				
OC01	Pierce	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 156,313.00	Martin Apparatus Siddons Fire Apparatus
OC02	Pierce	M2 Freightliner, 4-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 163,992.00	Martin Apparatus Siddons Fire Apparatus
OC03	Pierce	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 156,613.00	Martin Apparatus Siddons Fire Apparatus

Product Code	Mfg./Type	Model / Description	Base Price	Bidder
OC04	Pierce	IHC, 4-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 163,992.00	Martin Apparatus Siddons Fire Apparatus
OC05	Pierce	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 156,613.00	Martin Apparatus Siddons Fire Apparatus
OC06	Pierce	KW, 4-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 170,296.00	Martin Apparatus Siddons Fire Apparatus
OC07	Pierce	Pierce Contender, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 201,684.00	Martin Apparatus Siddons Fire Apparatus
OC08	Pierce	Pierce Lance, 4-Door, Split-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted Pumper	\$ 265,736.00	Martin Apparatus Siddons Fire Apparatus
D. Special Service Apparatus (Walk-In and Non-Walk-In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center				
OD07	Non-Walk-In Rescue/HazMat	Pierce Contender, 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 270,178.00	Martin Apparatus Siddons Fire Apparatus
OD08	Non-Walk-In Rescue/HazMat	Pierce Lance, 4-Door, Split-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 319,975.00	Martin Apparatus Siddons Fire Apparatus
OD15	Walk-In Rescue HazMat	Pierce Contender, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 315,526.00	Martin Apparatus Siddons Fire Apparatus
OD16	Walk In Rescue HazMat	Pierce Lance, 4-Door, Split-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 368,114.00	Martin Apparatus Siddons Fire Apparatus
E. Pumper/Tankers and Elliptical Tankers				
OE02	Pumper/Tanker	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	\$ 322,743.00	Martin Apparatus Siddons Fire Apparatus
OE03	Pumper/Tanker	Pierce Contender, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker	\$ 236,051.00	Martin Apparatus Siddons Fire Apparatus
OE04	Elliptical Tanker	Pierce Contender, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Elliptical Tanker	\$ 231,555.00	Martin Apparatus Siddons Fire Apparatus
OE05	Elliptical Tanker	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Elliptical Tanker	\$ 313,532.00	Martin Apparatus Siddons Fire Apparatus

AMENDMENT No. 1 to CONTRACT No. FS12-05.10
For
Fire Service Apparatus
Between
HOUSTON-GALVESTON AREA COUNCIL
And
MARTIN APPARATUS, INC.

THIS AMENDMENT modifies the above referenced Contract as follows:

Adds additional product lines per Attachment A-1

adds additional product lines per Attachment A-1

All other terms and conditions of this Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas



Jack Steele, Executive Director

Date: 2/17 2006

Attest for Houston-Galveston Area Council,
Houston, Texas



Deidre Vick, Director of Public Services

Date: Feb 7 2006

Signed for: Martin Apparatus, Inc.
Denton, Texas



Travis Burrell, Sales

Printed Name & Title:

Date: 1-10 2006

Attest for: Martin Apparatus, Inc.
Denton, Texas



Connie Dubray, Sales

Printed Name & Title:

Date: 1-10 2006

MARTIN APPARATUS, INC.**ATTACHMENT A-1****FS12-05****FIRE SERVICE APPARATUS**

Product Code	Mfg./Type	Model / Description	Base Price	Bidder
O. Pierce				
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center				
OD01	Non-Walk-In Rescue/HazMat	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 208,350	Martin Apparatus Siddons Fire Apparatus
OD02	Non-Walk-In Rescue/HazMat	M2 Freightliner, 4-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 216,029	Martin Apparatus Siddons Fire Apparatus
OD03	Non-Walk-In Rescue/HazMat	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 209,247	Martin Apparatus Siddons Fire Apparatus
OD04	Non-Walk-In Rescue/HazMat	IHC, 4-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 216,926	Martin Apparatus Siddons Fire Apparatus
OD05	Non-Walk-In Rescue/HazMat	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 209,357	Martin Apparatus Siddons Fire Apparatus
OD06	Non-Walk-In Rescue/HazMat	Kenworth, 4-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 229,736	Martin Apparatus Siddons Fire Apparatus
OD09	Non-Walk-In Rescue/HazMat	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 260,069	Martin Apparatus Siddons Fire Apparatus
OD10	Walk-In Rescue HazMat	M2 Freightliner, 4-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 267,718	Martin Apparatus Siddons Fire Apparatus
OD11	Walk-In Rescue HazMat	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 259,246	Martin Apparatus Siddons Fire Apparatus
OD12	Walk-In Rescue HazMat	IHC, 4 Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 266,625	Martin Apparatus Siddons Fire Apparatus
OD13	Walk-In Rescue HazMat	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 258,637	Martin Apparatus Siddons Fire Apparatus
OD14	Walk-In Rescue HazMat	Kenworth, 4-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 281,320	Martin Apparatus Siddons Fire Apparatus



Houston-Galveston Area Council

March 31, 2006

Travis Burrage
Martin Apparatus, Inc.
3500 Shelby Lane
Denton, Texas 76207

RE: Contract Assignment and Assumption Agreement to Contract FS12-05

Dear Mr. Burrage:

Enclosed are two completely executed assignment agreements for your files. Should you require further information concerning this contract, please call me at 713-499-6663.

Sincerely,

T. Metty
Tammy Metty
Contract Specialist
Cooperative Purchasing Program



CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **Martin Apparatus, Inc. (Contractor)** and **First In, Inc. (Assignee)**.

WHEREAS, **Contractor** entered into a Contract, identified as FS12.05, with **H-GAC** for the sale of Fire Service Apparatus to various End User agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for sales in specific areas; and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract and comply with all the terms and conditions set forth therein; and

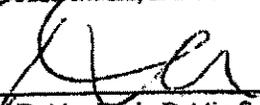
WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

All other terms and conditions of the contract shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for H-GAC: 
Jack Steele, Executive Director

Attest for H-GAC: 
Deidre Vick, Public Services Director

Date: March 27, 2006

Signed for Martin Apparatus, Inc.: 
(Signature of Contractor)

Date: 3-9-06

Travis Burrage Sales Coordinator
Printed Name & Title

Signed for First In, Inc.: 
(Signature of Assignee)

Date: 3-24-06

H. Curtis Clifford VP/Owner
Printed Name & Title

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PIERCE MANUFACTURING INC.

[Price Sheet]

See following pages.

Pride Number	Qty	Description	Published Options	Unpublished Options
0074383	1	Quantum,Bright Finish,Side Door Chassis	\$ 73,115.00	
0019030	1	HDR, Non-Walkin, Aluminum	\$ 38,693.00	
0018453	1	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/Enf/Qtm/	\$ 12,157.00	
0511283	1	Trans, Allison Gen IV 4000 EVS PR, QXS	\$ 8,149.00	
0019625	1	Wheels, Rr, Alum, Alcoa, 22.50" x 8.25" single rear	\$ 3,484.00	
0016080	1	Siren, Federal Q2B	\$ 3,030.00	
0038090	2	Fire Research, 1000 W Tripod, Focus, 240 volt	\$ 2,626.00	
0032065	1	Fire Research, 1000W, 240V,FC100-M12 Focus, Cab Brow (Visor)	\$ 1,313.00	
0016183	2	Speaker, Federal CP100-S, Chrome, recess bumper	\$ 834.00	
0001091	1	Cooling Hoses, Silicone - Custom	\$ 570.00	
0001096	1	Chrome Exhaust Extension, w/Elbow	\$ 140.00	
		1 Nonpublished Loose Equipment		\$ 50,000.00
0507025	1	Engine, DDC Series 60, 14.0L 455 hp, 1550 Torque, Qtm, 2007	\$ 24,981.00	
0045052	4	Tray, Slide Out, Two Way, Adjustable Height, 85.00"	\$ 4,871.00	
0021401	1	Ladder, Retractable Stairway, Recessed Walkway, Aluminum	\$ 4,450.00	
0051356	4	Kwik-Raze, Mod KR-2139 900W, Recessed 10 Degree Down, Magnafire 3000	\$ 3,978.00	
0045051	4	Tray, Tilt, Slide Out, 42.00", 30 deg, (200 lb)	\$ 3,420.00	
0021078	1	Lightbar, Tomar, 930N1-8009-PS03, NFPA, Arendale	\$ 2,922.00	
0006656	1	Winco 35 kW Intermittent, 1 Ph., PTO (25,000W Cont. Rating)	\$ 2,443.00	
0044403	2	Tool Board, Slide-Out, Adjustable, .188" Alum, 26"L	\$ 2,056.00	
0056077	1	Air conditioning, Coleman Polar Mach, 120V, Cab Roof, 10.63" High (Cool Only)	\$ 1,848.00	
0504035	1	Paint, Two Tone, Cab and Body, Custom Cab, Sun City, Cab Roof painted White	\$ 1,800.00	
0087852	1	Vehicle Information Center, 7" Color Display, MUX	\$ 1,668.00	
0090523	1	Winch, Warn, 9,000 lb. Portable Receiver Type	\$ 1,625.00	
0074419	1	Cab, Quantum,Bright Finish, Side Door, With 12" Raised Roof	\$ 1,503.00	
0074210	2	Compt, Air Bottle in Fender Panel, Dbl Wide	\$ 1,354.00	
0009818	1	Lettering, Gold Leaf 8" w/outline (21-40)	\$ 1,340.00	
0064343	13	Lights, Compt, Krystal-lite, Super Brite", IPOS, Roll up doors	\$ 1,300.00	
0551392	1	Controls, Electric Windows, Manual Door Locks, with add'l ctrl swtchs, Custom	\$ 1,233.00	
0504031	1	Rack, (4) Backboards, Transverse	\$ 1,215.00	
0074467	1	Light, Rear, Code 3 ArrowStik, AS-847, features	\$ 1,205.00	
0002850	4	Antenna, 2-way Radio, Customer Furnished	\$ 1,157.00	
0062158	1	Vinyl, Covered Rear Wall	\$ 1,017.00	
0026824	3	Box, Junction, Woodhead 3)120V TL & 1)240V TL, 20A	\$ 948.00	
0032189	1	Mirrors, Ramco, w/convex, htd/rmt, Door mnt (6000PCHR)	\$ 893.00	
0019760	1	Tint, Windows, Crew cab, Raised roof, Quantum	\$ 876.00	
0033709	1	Radio, Panasonic w/CD	\$ 827.00	
0039768	1	Lights, Side Scene, Whelen 900 Halogen	\$ 794.00	
0032207	1	Hitch, Receiver, Rear/Sides,Under Body (HDR ONLY), Includes Ball	\$ 754.00	
0075704	1	Light & Alarm, Seat Belts Not Fastened, Position Indicated On Color Display, MUX	\$ 738.00	
0065778	1	Chocks, Wheel, SAC-44-E, Folding, Mounted, Horizontal	\$ 726.00	
0099968	1	Lights, Rear Scene, Whelen 900, Halogen, Special Bezel	\$ 713.00	
0012739	3	Terminal Strip (12VDC), (5) w/grd, "Battery Direct	\$ 699.00	
0054092	1	Tool Board, Swing Out, 188" Alum	\$ 687.00	
0038925	1	Lights, Rear Scene, Whelen 900, Halogen	\$ 599.00	
0090515	1	Hitch, Receiver, Front, Custom Chassis	\$ 597.00	
0090207	6	Wiring, Spare, Pair, Each	\$ 531.00	
0009429	4	Electric Power Only, Portable Winch	\$ 523.00	
0045053	1	Tray, Tilt, Slide Out, 22.00", 30 deg. (200 lb)	\$ 504.00	
0043762	2	Compt, Divider, Vertical	\$ 482.00	
0036800	1	Switch, Auto Transfer, Up to 30Amp	\$ 472.00	
0017934	1	Arm Rests, Seats Inc. 911 Non-SCBA Seats, Pair	\$ 462.00	
0085994	1	Spotlight, GOLIGHT 2020 Remote Controlled, Cab Rf	\$ 456.00	
0006824	2	Holder, Junction Box	\$ 445.00	
0004210	1	Compt, Air Bottle in Fender Panel	\$ 431.00	

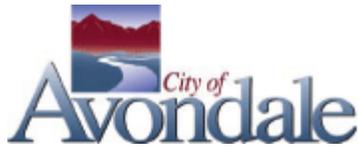
0053765	2	Recess For Reels	\$	403.00
0018599	12	Lettering, Reflective w/outline & shade, Roll-up Drs	\$	401.00
0077250	5	Lettering, Reflective	\$	262.00
0006790	5	Receptacle, 20A 120V 3-Prong Twistlock	\$	226.00
0005921	2	Light, 6.00" Additional, Compt	\$	210.00
0036802	1	Sub Feed Breaker Box, For Shoreline	\$	204.00
0002365	1	Spacing, 8", Between Forward Facing Crew Cab Seats, Qtm	\$	198.00
0025527	3	Inserts, Back Rest for 911 SCBA Seats, (New Style)	\$	185.00
0004150	1	Handrail, Extra - 15-20" Long	\$	178.00
0027341	1	Jog, In Reflective Stripe, Single or Multiple	\$	174.00
0047138	3	Lettering, Reflective w/outline or shade, Roll-up Drs	\$	139.00
0006368	1	Stripe, Reflective, Wrap Around Rear Bulkhead	\$	121.00
0090316	1	Wiring, Spare, Pair, Each, Second Circuit	\$	77.00
0006507	1	Flasher, Headlight Alternating, DLX/QX	\$	71.00
0022850	1	Antenna, Mount Only, For 2-way Radio, Custom	\$	58.00
	1	Delete Roof Access Ladder	\$	(750.00)
	18	Delete Rack, Spare SCBA Bottle	\$	(968.00)
0075050	1	Remove Tray, Slide Out, One Way, Adjustable Height, 42.00"	\$	(1,137.00)
0043942	12	Remove Shelf, Adjustable, Alum	\$	(1,836.00)
0045043	4	Remove Tray, Slide Out, Floor Mounted, (500 lb)	\$	(2,140.00)
	2	Delete 2 500Watt Lights	\$	(2,801.00)
	1	Delete Light Tower	\$	(14,357.00)
	1	Delete Cascade	\$	(20,804.00)

Base Bid	\$ 270,178.00	
Published Options	\$ 144,111.00	
Total Published Options	\$ 414,289.00	
Unpublished Options	\$ 89,657.00	21.64%
Total Options w/o HGAC Fee	\$ 503,946.00	

Pride Number	Qty	Description	Published Options	Unpublished Options
0096386	1	Harrison 10 kW FRM Hydraulic, Hotshift PTO, Mid Mount	\$ 16,323.00	
0090913	1	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, DLX/Qtm/AX	\$ 12,157.00	
0009345	1	Breath Air To Tip (95 Mid Mt PAP), (1) 4500 PSI, No Masks	\$ 9,390.00	
0511283	1	Trans, Allison Gen IV 4000 EVS PR, QXS	\$ 8,149.00	
0027753	1	Pump, 8FG, 2000 GPM, Single Stage, Hale, Aerial Midmount	\$ 5,997.00	
0019639	1	Wheels, Rr, Alum, Alcoa, 22.50" x 8.25" tandem rear	\$ 4,889.00	
0016080	1	Siren, Federal Q2B	\$ 3,030.00	
0055731	2	Light, Kwik-Raze, 120 Volt @ Frt of Basket IAT Tip Lts, 750 Watt	\$ 2,568.00	
0056028	2	Light, Kwik-Raze, 120 Volt Under Basket, 750 Watt	\$ 2,568.00	
0051132	2	Light, FRC FOCUS, 120 Volt, @ Platform, 750 Watt	\$ 2,568.00	
0006825	2	Reel, Electric Cable - Hannay1600 (3-wire)	\$ 2,414.00	
0089784	1	Outlet, Front, 1.50" w/2.00" plumbing, Mid Mt	\$ 2,162.00	
0016930	1	120 Volt To Tip, 20 Amp (PAP)	\$ 1,329.00	
0051943	1	Spare Tire, Front, 425/65R22.50, w/Alum. Rim	\$ 1,039.00	
0071931	1	Spare Tire, Rear, 12R22.5, w/Alum Rim	\$ 1,039.00	
0016174	2	Speaker, Code-3 PB100C, Chrome, recess bumper	\$ 834.00	
0011039	1	Seal, Mechanical, Hale, QFLO/QPAK/8FG-Standard	\$ 649.00	
0001091	1	Cooling Hoses, Silicone - Custom	\$ 570.00	
0001096	1	Chrome Exhaust Extension, w/Elbow	\$ 140.00	
	1	Nonpublished Loose Equipment		\$ 70,000.00
0507029	1	Engine, DDC Series 60, 14.0L 515 hp, 1650 Torque, Qtm, 2007	\$ 18,624.00	
0505503	9	Lights, Compt, ROM, 3 Lights, IPOS	\$ 6,861.00	
0074389	1	Quantum,Bright Finish,S Chassis, Aerials/Tankers Tandem 48K	\$ 6,753.00	
0069952	4	Lights, FRC, Optimum lighthouse, OPA570-HD15, 150W HID	\$ 5,550.00	
0021078	1	Lightbar, Tomar, 930N1-8009-PS03, NFPA, Arendale	\$ 2,922.00	
0021100	1	Suspen, Rear, Dynalastic 202S, 58,000 lb	\$ 2,251.00	
0065778	3	Chocks, Wheel, SAC-44-E, Folding, Mounted, Horizontal	\$ 2,179.00	
0003982	3	Tray, 500 lb Slide-out w/ 2" Sides - Floor Mounted	\$ 1,899.00	
0026826	2	Box, Circle- D. PF-51-GFCI-3,1)20A Str 3)20A TL	\$ 1,896.00	
0056077	1	Air conditioning, Coleman Polar Mach, 120V, Cab Roof, 10.63" High (Cool Only)	\$ 1,848.00	
0087852	1	Vehicle Information Center, 7" Color Display, MUX	\$ 1,668.00	
0074419	1	Cab, Quantum,Bright Finish, Side Door, With 12" Raised Roof	\$ 1,503.00	
0032191	1	Mirrors, Ramco, w/bolt-on convx, htd/rmt, Door mnt (6000FFHR-750)	\$ 1,474.00	
0006031	4	Handlight, Streamlight SL-90X Survivor, 12v, Orange	\$ 1,453.00	
9902137	1	Stripe, Reflective, Inverted "V", at Rear, 2 colors, Includes Rear Compt	\$ 1,316.00	
0048758	1	Lyfe Brackets, 3-In-1, Wide Basket	\$ 1,304.00	
0067913	1	Lights, Fire Research, Optimum Lamp Head, OPA851-HD15, HID150w, Visor	\$ 1,289.00	
0551392	1	Controls, Electric Windows, Manual Door Locks, with add'l ctrl swtchs, Custom	\$ 1,233.00	
0003942	11	Shelves, Adjustable, 215 lb Capacity	\$ 1,224.00	
0075704	1	Light & Alarm, Seat Belts Not Fastened, Position Indicated On Color Display, MUX	\$ 1,134.00	
0003881	1	Pedestal, Aerial, Raised 10", Mid Mount PAL/PAP	\$ 1,040.00	
0054011	1	Tool Board, Adj Slide-Out .188 Alum, Peg Bd. Pattern	\$ 1,028.00	
0016833	1	Box, Junction,Circle D, PF-51 G, (4) 20A Straight	\$ 967.00	
0006792	4	Receptacle, 15 Amp 120V 3-Prong, twist lock	\$ 906.00	
0033709	1	Radio, Panasonic w/CD	\$ 900.00	
0503442	1	Light, Locator, Tomar 800-1228 Maxi II Strobe at Tip, PAP/PAL	\$ 896.00	
0076978	1	Box, Hose Storage @ Platform w/Cover, 100/1.75"	\$ 804.00	
0007210	1	Paint, Two Tone, Cab, Custom Cab/Commercial Cab	\$ 702.00	
0013918	1	Tool Board, Swing-Out, Alum, .188"	\$ 687.00	
0092155	1	Ladder, 14' Duo-Safety 35-B, Combo	\$ 670.00	
0039828	1	Lights, Tail, Whelen 60R00XRR LED Stop/Tail, 60A00TAR Amber, LED, Pop Arrow	\$ 655.00	
0032099	1	Tint, Windows, Crew cab	\$ 602.00	
0076983	1	Box, Air Mask Storage @ Turntable	\$ 566.00	
0004233	2	Ladder, 14' Duo-Safety Fresno 701	\$ 507.00	
0036800	1	Switch, Auto Transfer, Up to 30Amp	\$ 472.00	

0085994	1	Spotlight, GOLIGHT 2020 Remote Controlled, Cab Rf	\$	456.00
0006824	2	Holder, Junction Box	\$	445.00
0068338	1	Reflective Band, 1"-6"-1"	\$	428.00
0024232	3	Ladder, 16' Duo-Safety 875A Roof	\$	398.00
0043360	1	Bracket, Stabilizer Pad Strge, Single IPO Two, Mid Mount	\$	396.00
0013908	2	Partition, Vertical Compartment	\$	388.00
0016945	1	Brackets, Roof Ladder @ Aerial Fly Section	\$	365.00
0045907	1	Lights, Bezel, (2) Whelen Cast 3, For mtg (3) Whelen 600	\$	351.00
0090207	3	Wiring, Spare, Pair, Each	\$	340.00
0058979	2	Brackets, Axe in PAP Basket (No Ax)	\$	314.00
0076794	1	Receptacle, Outlet, 6-Place, 120 Volt,20 Amp	\$	293.00
0014130	1	Air Tank, Additional for Extra Air Horn Capacity	\$	289.00
0039204	1	Lights, Backup, Whelen 600, Halogen	\$	288.00
0066622	1	Receptacle,20A 120V 3 Prong Str Blade Duplex, Generator Ext	\$	225.00
0017268	2	Decals, Customer furnished, Pierce installed, Per Pair	\$	204.00
0061613	1	Handlight, Streamlight, Fire Vulcan, Dual-Filament/LED 12v, Orange	\$	202.00
0002365	1	Spacing, 8", Between Forward Facing Crew Cab Seats, Qtm	\$	198.00
0032739	1	Wiring, Customer Radio, Battery, Ignition & Ground	\$	186.00
0091854	1	Fitting, Refill, At Turntable, CGA 347	\$	142.00
0017359	2	Stripe, Black Outline, Vinyl on Reflective Band	\$	124.00
0012683	1	Trays, Battery Box, Poly w/drains, Pair	\$	79.00
0006507	1	Flasher, Headlight Alternating, DLX/QX	\$	71.00

Base Bid	\$	822,979.00	
Published Options	\$	77,815.00	
Total Published Options	\$	900,794.00	
Unpublished Options	\$	151,965.00	16.87%
Total Options w/o HGAC Fee	\$	1,052,759.00	



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1239-107 ratifying the acquisition of a Right-of-Way remnant from Maricopa County Flood Control District and approving re-conveyance to the Arizona Department of Transportation

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: F.R. "Rob" Emmett, P.E., Utilities Director, (623) 478-3371

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an Ordinance to ratify the acquisition of a Right-of-Way remnant located at the northwest corner of Dysart Road and I-10 from Maricopa County Flood Control District (District) and approve re-conveyance to the Arizona Department of Transportation (ADOT) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

During the construction of the Dysart Road widening project, I-10 to Van Buren, a tiny 11.4 square foot remnant of property, owned by the Flood Control District was required by ADOT to address a narrow gap in the Right-of-Way. The District expedited the construction permit and agreed to sell the property to the City for \$100 because it was such a minor parcel.

DISCUSSION:

This Right-of-Way parcel is an approximate 15.6 foot by 1.5 foot triangular sliver located along the north side of I-10 on the west side of Dysart Road. The appraisal process was informally waived by staff in cooperation with the District as the cost would exceed the value of the property. This ordinance will complete the process by formally ratifying the purchase and allow conveyance to ADOT.

BUDGETARY IMPACT:

The cost of the Right of Way acquisition is \$100..

RECOMENDATION:

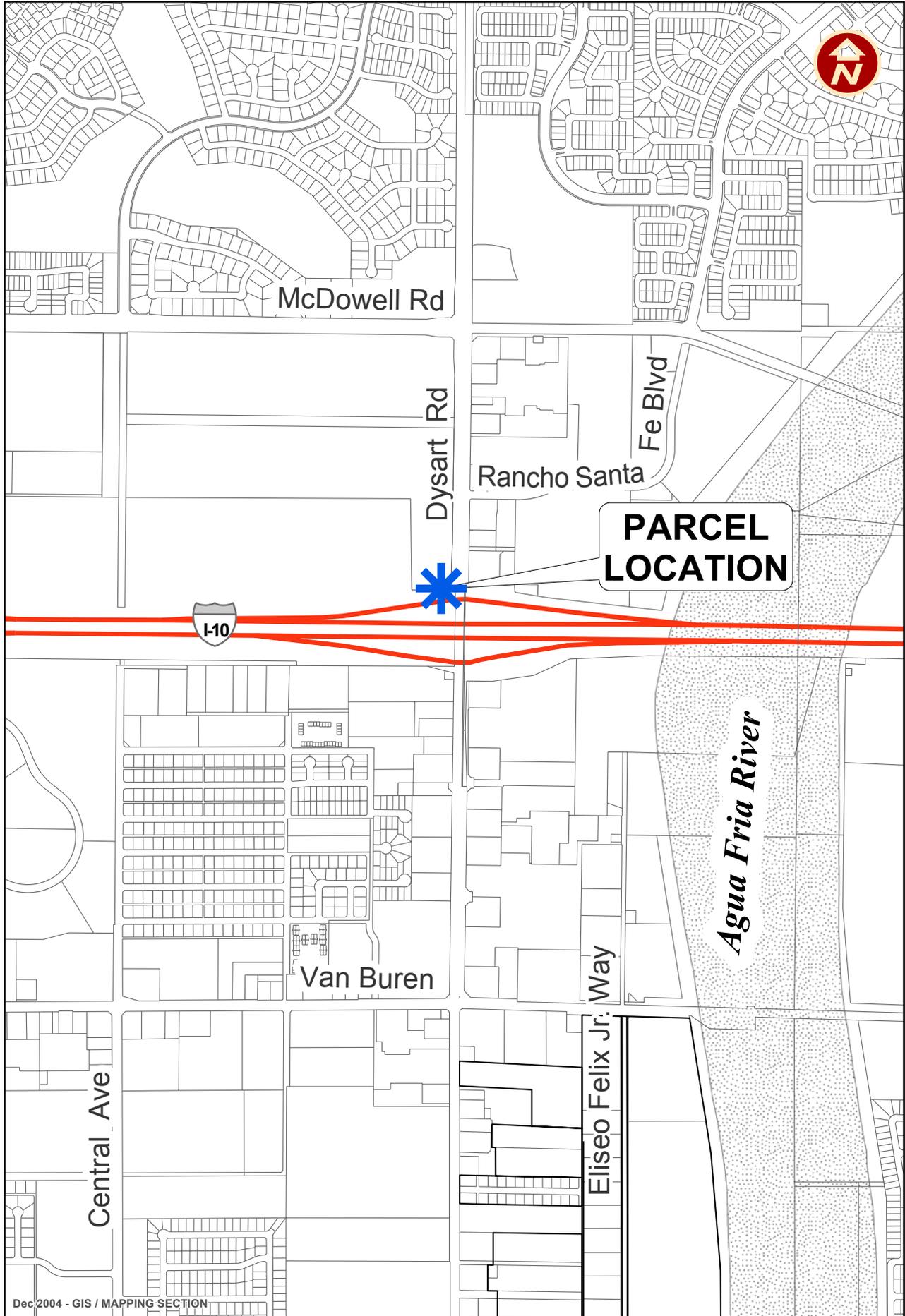
Staff recommends that the City Council adopt an Ordinance to ratify the acquisition of a Right-of-Way remnant located at the northwest corner of Dysart Road and I-10 from Maricopa County Flood Control District and approve re-conveyance to Arizona Department of Transportation and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

-  [Vicinity Map](#)
-  [ORD - 1239-107](#)

VICINITY MAP



Dec 2004 - GIS / MAPPING SECTION

Dysart Rd - I-10 ROW Remnant

ORDINANCE NO. 1239-107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, RATIFYING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE ARIZONA DEPARTMENT OF TRANSPORTATION.

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

SECTION 1. That the acquisition of a \pm .00026 acre parcel of real property, generally located at the northwest corner I-10 and Dysart Road, is hereby ratified in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the conveyance of a \pm .00026 acre parcel of real property, generally located at the northwest corner I-10 and Dysart Road, to the Arizona Department of Transportation is hereby authorized in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1239-107

[Special Warranty Deed]

See following pages.

Date: December 28, 2005

When recorded, Interoffice Mail to:
Flood Control District
of Maricopa County [DIC]

EXEMPT ARS § 11-1134, A3

C-69-05-140-B-00

Resolution FCD 86-21

SPECIAL WARRANTY DEED

Project: Bullard Wash

Item: A004.05B-EX

Assessor's Parcel No: A portion of 500-03-004U

The Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, GRANTOR, for the sum of One Hundred Dollars and no/00 cents (\$100.00), and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, paid by The City of Avondale, a municipal corporation and political subdivision of the State of Arizona, GRANTEE, herein has granted, sold, and conveyed and by this Deed does grant, sell, and convey unto the said GRANTEE all that certain real property situated in the County of Maricopa, State of Arizona, for public roadway purposes, described as follows:

See Attached Exhibit "A"

Attached hereto and incorporated herein

The **GRANTOR** hereby conveys unto **GRANTEE** all warranties of title of any nature whatsoever that **GRANTOR** owns; provided, however, **GRANTOR** warrants title as against all of its acts and not other acts.

This property is conveyed subject to: assessments, reservations, easements, rights-of-way, and deed restrictions as may appear on record.

It is hereby understood and agreed that subject property is conveyed for public roadway purposes, and should the property cease to be used for public roadway purposes by the City of Avondale, said property shall revert

...

Grantee: City of Avondale, a municipal corporation

By: _____
Marie Lopez-Rogers Date

ATTEST:

By: _____
Linda M. Farris, City Clerk Date

APPROVED AS TO FORM:

By: _____
Andrew J. McGuire, City Attorney Date

Part of MCA Parcel # 500-03-004U
"FCDMC"
Owner: Flood Control District of
Maricopa County

LEGAL DESCRIPTION
EXHIBIT A
DYSART ROAD RIGHT-OF-WAY ACQUISITION

That portion of a parcel of land located in the Northeast Quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as described in Document # 2002-1057447 of the Maricopa County Recorder and more particularly described as follows:

COMMENCING at the brass cap found in a handhole at the East Quarter Corner of said Section 3, from which the Northeast Corner of said Section bears North 00 degrees 47 minutes 01 seconds East a distance of 2620.69 feet;

Thence along the East line of said Northeast Quarter, North 00 degrees 47 minutes 01 seconds East a distance of 584.81 feet to a point;

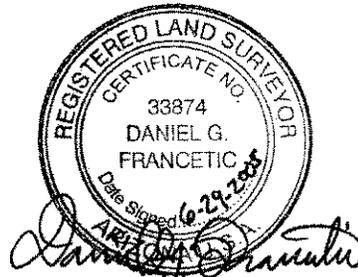
Thence North 89 degrees 12 minutes 59 seconds West a distance of 70.00 feet to the POINT OF BEGINNING;

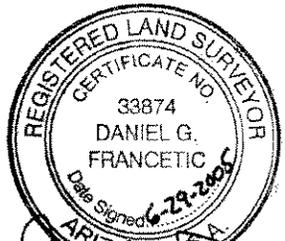
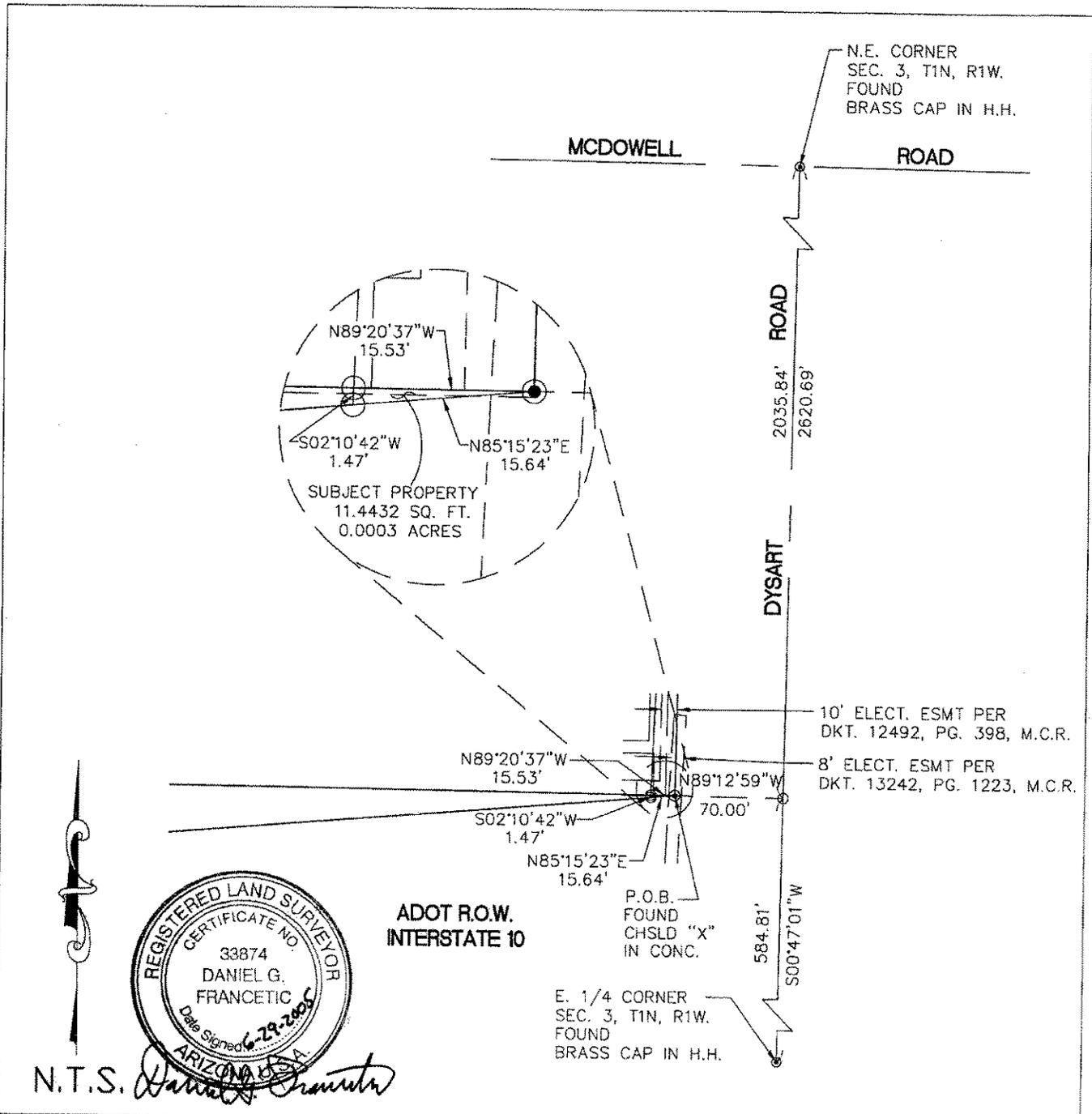
Thence North 89 degrees 20 minutes 37 seconds West a distance of 15.53 feet to a point;

Thence South 02 degrees 10 minutes 42 seconds West a distance of 1.47 feet to a point on the Northerly right-of-way line of Interstate-10;

Thence along said right-of-way line, North 85 degrees 15 minutes 23 seconds East a distance of 15.64 feet to the POINT OF BEGINNING.

Said parcel contains 11.4 square feet or 0.0003 acres more or less.





N.T.S. *Daniel G. Francetic*

HUITT - ZOLLARS
 CONSULTING ENGINEERS
 426 N. 44TH STREET, #300
 PHOENIX, ARIZONA 85008

DYSART ROAD ROW ACQUISITION
"FLOOD CONTROL DISTRICT MARICOPA COUNTY"
 PART OF THE NORTHEAST QUARTER SECTION 3,
 TOWNSHIP 1 NORTH, RANGE 1 WEST,
 MARICOPA COUNTY, ARIZONA

REVISION				BY	APP.	DATE
DESIGNED	DRAWN	CHECKED	DATE	SHEET NO.	TOTAL SHEETS	AS BUILT
PHIL	PHIL	FRANCETIC	06/29/05	1	1	
H.Z. JOB NO. 05-1468-01						

EXHIBIT B
TO
ORDINANCE NO. 1239-107

[Quit Claim Deed]

See following pages.

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323-6806

QUIT CLAIM DEED

GRANTOR: City of Avondale, an Arizona municipal corporation (the "City")

GRANTEE: State of Arizona, by and through its Department of Transportation

For valuable consideration, receipt of which is hereby acknowledged, City hereby remises, releases and quitclaims to the Grantee the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by reference.

Dated: _____, 2006.

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2006,
by Marie Lopez-Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal
corporation, on behalf of the CITY OF AVONDALE.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
QUIT CLAIM DEED

[Legal description and map]

See following pages.

Part of MCA Parcel # 500-03-004U
"FCDMC"
Owner: Flood Control District of
Maricopa County

LEGAL DESCRIPTION
EXHIBIT A
DYSART ROAD RIGHT-OF-WAY ACQUISITION

That portion of a parcel of land located in the Northeast Quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as described in Document # 2002-1057447 of the Maricopa County Recorder and more particularly described as follows:

COMMENCING at the brass cap found in a handhole at the East Quarter Corner of said Section 3, from which the Northeast Corner of said Section bears North 00 degrees 47 minutes 01 seconds East a distance of 2620.69 feet;

Thence along the East line of said Northeast Quarter, North 00 degrees 47 minutes 01 seconds East a distance of 584.81 feet to a point;

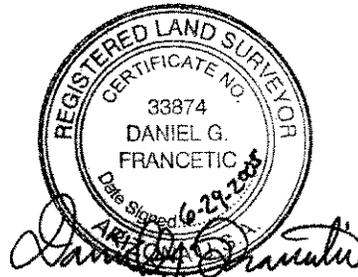
Thence North 89 degrees 12 minutes 59 seconds West a distance of 70.00 feet to the POINT OF BEGINNING;

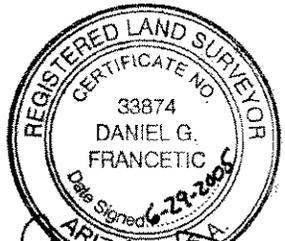
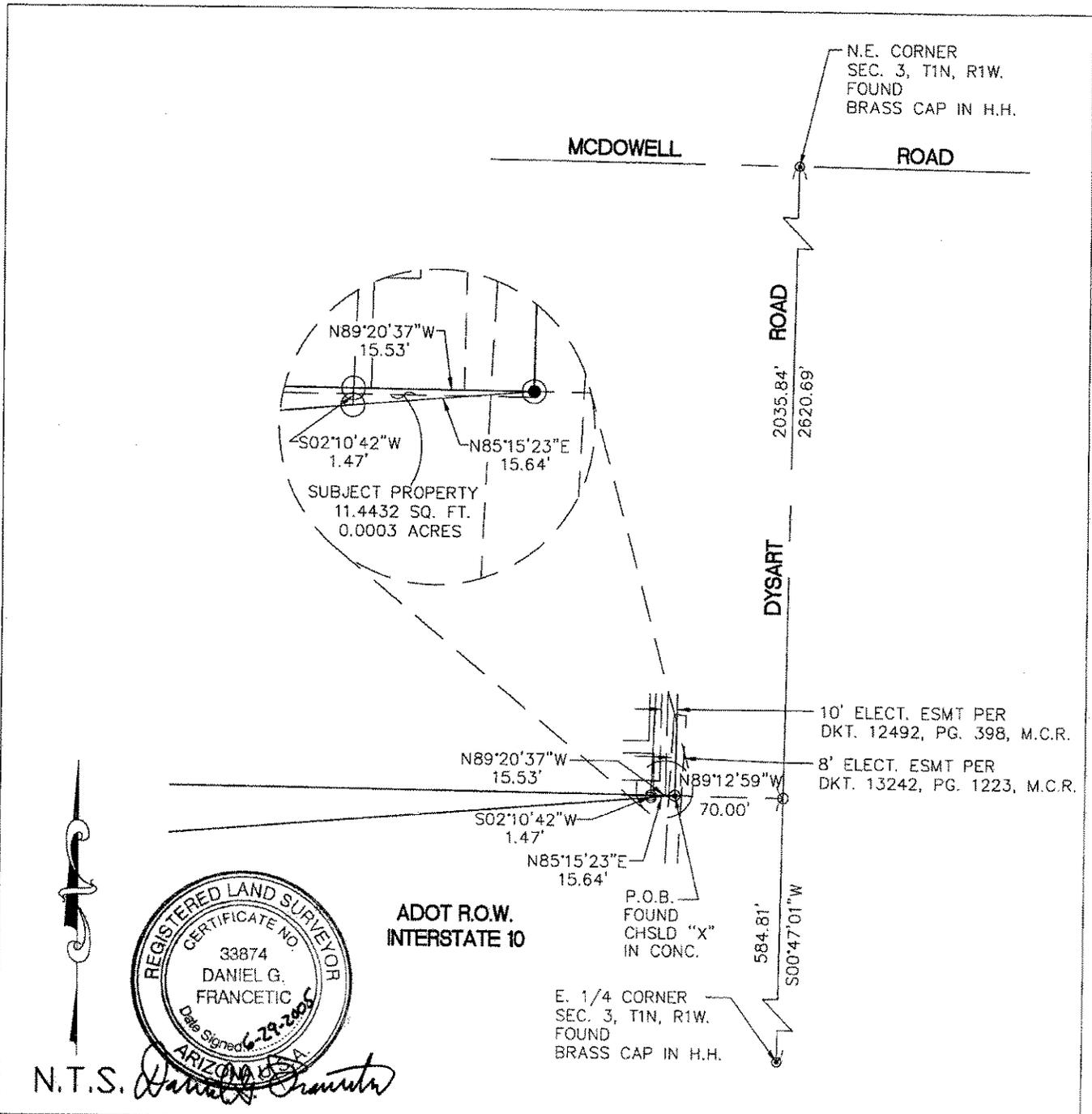
Thence North 89 degrees 20 minutes 37 seconds West a distance of 15.53 feet to a point;

Thence South 02 degrees 10 minutes 42 seconds West a distance of 1.47 feet to a point on the Northerly right-of-way line of Interstate-10;

Thence along said right-of-way line, North 85 degrees 15 minutes 23 seconds East a distance of 15.64 feet to the POINT OF BEGINNING.

Said parcel contains 11.4 square feet or 0.0003 acres more or less.



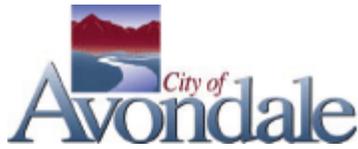


N.T.S. *Daniel G. Francetic*

HUITT - ZOLLARS
 CONSULTING ENGINEERS
 426 N. 44TH STREET, #300
 PHOENIX, ARIZONA 85008

DYSART ROAD ROW ACQUISITION
"FLOOD CONTROL DISTRICT MARICOPA COUNTY"
 PART OF THE NORTHEAST QUARTER SECTION 3,
 TOWNSHIP 1 NORTH, RANGE 1 WEST,
 MARICOPA COUNTY, ARIZONA

REVISION				BY	APP.	DATE
DESIGNED	DRAWN	CHECKED	DATE	SHEET NO.	TOTAL SHEETS	AS BUILT
PHIL	PHIL	FRANCETIC	06/29/05	1	1	
H.Z. JOB NO. 05-1468-01						



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1243-107 amending Chapter 14 Massage Establishments

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt Ordinance 1243-107 amending Chapter 14 Massage Therapists and Establishments, Avondale City Code.

BACKGROUND:

Chapter 14 of the City of Avondale Municipal Code was originally adopted in 1978. State law and industry standards have made it necessary to amend this chapter of the City Code.

In July 2005, the State of Arizona took over licensing massage therapists in this state. As such the provisions of the City Code relating to the licensing of therapists are no longer necessary. Industry standards have changed over the past 28 years making some sections of the City Code outdated. Staff has had several requests to remove the requirement for a shower from the code. This requirement was part of the original ordinance used years ago to ensure that massage establishments were legitimate licensed businesses. Now the industry is licensed and monitored by the State.

Staff has surveyed several other cities and have not found a requirement for a shower.

Staff is proposing to amend the City Code by deleting the sections regarding licensing of massage therapists, updating definitions, and updating the Massage Establishment License; Special Requirements to change the requirement of a shower or tub to a wash basin with hot and cold running water.

RECOMENDATION:

Staff recommends that the City Council adopt Ordinance 1243-107 amending Chapter 14 Massage Therapist and Massage Establishment.

ATTACHMENTS:

Click to download

 [ORD - 1243-107](#)

ORDINANCE NO. 1243-107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 14, MASSAGE THERAPISTS AND ESTABLISHMENTS, RELATING TO MASSAGE ESTABLISHMENTS.

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

SECTION 1. That the Avondale City Code, Chapter 14, Massage Therapists and Establishments, is hereby deleted in its entirety and replaced with the following:

CHAPTER 14 MASSAGE ESTABLISHMENTS

Article I – In General

Sections

- 14-1 Definitions.**
- 14-2 Enforcement officer.**
- 14-3 Exemptions.**

14-1 Definitions.

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

“Massage establishment” means any place of business or establishment wherein any massage or touching techniques are administered, practiced or used, or from which is dispatched a person for the purpose of administering, practicing or using any of massage or touching techniques.

“Massage or touching techniques” means therapeutic manipulation of the human body through the skillful application of varied movements of the hands and fingers of the therapist upon the muscles and other soft tissues of the external parts of the body including effleurage, petrissage, tapotment, rubbing, friction, vibration, rolling, oil rubs, salt glows, alcohol rubs, colon irrigation, and the rotation, circumduction, flexion and extension of the extremities.

Massage techniques also include hydrotherapy, consisting of tub, shower or cabinet baths, hot and cold packs, and adjunctive therapies, including the use of electrical devices such as heat lamps and vibrators which have been approved by the American Massage Therapy Association, and methodical pressure. All massage techniques are to be applied to the external parts of the body only.

14-2 Enforcement officer.

It shall be the duty and responsibility of the city clerk to administer the provisions of this Chapter, and pursuant to this duty she shall issue, renew, deny, suspend or revoke massage establishment licenses as required by this Chapter.

14-3 Exemptions.

(a) The provisions of this Chapter shall not apply to:

(1) Persons authorized by the laws of this state to practice medicine, osteopathy, chiropractic, podiatry, naturopathy or acupuncture.

(2) Registered nurses, licensed practical nurses or technicians, when acting under the supervision of a licensed physician, chiropractor or osteopath.

(3) Persons employed or acting as trainees for any bona fide amateur, semiprofessional or professional athlete or athletic team.

(4) Persons authorized by the laws of this state as barbers or cosmetologists, provided their activity is limited to the head, face or neck.

(5) Persons wholly employed in the sale of clothing, cosmetics, jewelry or sporting equipment insofar as these individuals must incidentally touch a customer to properly fit or sell the product, at its standard market price.

(b) Any exemption granted herein is effective only insofar as and to the extent that the bona fide practice of the business or profession of the person exempted overlaps into the field comprehended by this Article, and exemptions granted herein are solely for those activities which are performed in the course of the bona fide practice of the business or profession of the person exempted.

14-4--14-19 Reserved.

Article II - Licenses for Therapists and Establishments

Sections

14-20 Required.

14-21 Application and fee.

14-22 Investigation.

14-23 Special requirements for massage establishment licenses.

14-24 Display.

14-25 Renewal.

14-26 Sale, transfer or expansion.

14-27 Suspension or revocation generally.

14-28 Grounds for revocation, suspension or denial of renewal.

14-29 Effect of denial or termination.

14-20 Required.

(a) It shall be unlawful for any person to practice or administer any massage or touching techniques whether for a fee or a gratuity, without first obtaining and maintaining in effect a massage therapist license as required by Title 32, Chapter 42 of the Arizona Revised Statutes.

(b) It shall be unlawful for any person to conduct or operate a massage establishment without first obtaining and maintaining in effect a massage establishment license issued pursuant to this Article.

(c) It shall be unlawful for any person to employ as a massage therapist any person who does not hold a current and unsuspended massage therapist license required by Title 32, Chapter 42 of the Arizona Revised Statutes.

(d) It shall be unlawful for any person licensed as provided in this Article to operate under any name or conduct business under any designation not specified in such license.

(e) Persons and massage establishments shall comply with all other applicable ordinances and laws, including the City zoning ordinance.

14-21 Application and fee.

(a) Any person desiring to obtain a massage therapist or massage establishment license shall make application to the city clerk, who shall refer each such application to the chief of police for appropriate investigation.

(b) The application shall be accompanied by a non-refundable fee, in an amount determined by the City Council as part of the City's annual budget or by separate resolution, when the application is for a massage establishment license.

- (c) An applicant for a massage establishment license shall submit the following:
- (1) The full legal name and current residence address of the applicant.
 - (2) Any other names by which the applicant has been known during the previous five (5) years.
 - (3) The address at which applicant desires to do business.
 - (4) The two (2) residence addresses immediately prior to the present address of applicant, and the dates of residence at each.
 - (5) Written proof that the applicant is over the age of eighteen (18) years.
 - (6) The applicant's height, weight and hair and eye color.
 - (7) The business, occupation or employment history of the applicant during the previous five (5) years.
 - (8) The business license history of the applicant; whether the applicant is previously operating in this or another city or state under license, has had such license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such suspension or revocation.
 - (9) All felony and misdemeanor convictions, excluding those for traffic offenses, and the grounds of such convictions.
 - (10) The applicant's complete fingerprints, recorded by the police department.
 - (11) Such other identification and information as the City may require in order to discover the truth of the matters above required to be set forth in the application.
- (d) This Section shall not apply to renewal licenses.
- (e) A list of services to be offered by the massage establishment.

14-22 Investigation.

Any applicant for a license required by this Article shall personally appear at the city clerk's office and shall present the application containing the information required by Section 14-21 above. The police department shall have a reasonable time in which to investigate the application and the background of the applicant. Based on such investigation, the police department shall recommend to the city clerk approval or denial of the license. In addition, the building safety department and the fire department shall inspect any premises proposed as the site of a massage establishment, and shall make separate reports to the city clerk concerning compliance with the provisions of Section 14-23 below.

14-23 Special requirements for massage establishment licenses.

(a) No massage establishment license shall be issued or renewed unless inspection by the building safety department and the fire department indicates the site of the establishment complies with each of the following minimum requirements:

(1) A readable sign shall be posted at the main entrance identifying the establishment as a massage establishment.

(2) Minimum lighting shall be provided in accordance with the International Building Code, including all amendments thereto, as adopted by the City, and in addition, at least one artificial light of not less than sixty (60) watts shall be provided in each room or enclosure where services are performed on patrons, and shall be in use when such services are being performed.

(3) Minimum ventilation shall be provided in accordance with the International Building Code, including all amendments thereto, as adopted by the City.

(4) Adequate equipment shall be provided for disinfecting and sterilizing instruments used in administering or practicing any massage or touching techniques.

(5) Hot and cold running water shall be provided at all times.

(6) Closed cabinets shall be provided and used, for the storage of clean linens.

(7) Adequate bathing, dressing, locker, and toilet facilities shall be provided for patrons. One dressing room containing a separate locker for each patron to be served, which locker shall be capable of being locked, and a minimum of one toilet and one wash basin shall be provided by every massage establishment; provided, however, that if male and female patrons are to be served simultaneously at said establishment, a separate massage room or rooms, separate dressing facilities and separate toilet facilities shall be provided for male and female patrons.

(8) All walls, ceilings, floors, pools, showers, bath tubs, steam rooms, and all other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs shall be thoroughly cleaned after each use.

(9) Clean and sanitary towels shall be provided for each patron of the establishment. The headrest of each table shall be provided with a clean and sanitary towel, paper towel or sheet for each patron.

(10) A minimum of one separate wash basin shall be provided in each massage establishment for the use of employees of any such establishment, which basin shall provide soap or detergent and hot and cold running water at all times and shall be located within or as

close as practical to the area devoted to the performing of massage services. In addition, there shall be provided at each wash basin, sanitary towels placed in permanently installed dispensers.

(11) Applicable provisions of the fire code adopted by the City.

(b) No massage establishment license shall be issued or renewed if the applicant has been convicted within the last five (5) years of any felony or other offense involving moral turpitude, if the applicant is addicted to dangerous or narcotic drugs or makes excessive use of alcohol, or if the application was deliberately falsified.

14-24 Display.

Every person to whom a license shall have been granted pursuant to this Chapter shall display the license in a conspicuous place upon the business premises.

14-25 Renewal.

Annually, on or before the first day of January of each year, every licensed massage establishment shall pay to the City a renewal fee in the amount determined by the City Council, either as part of the City's annual budget or by separate resolution.

14-26 Sale, transfer or expansion.

(a) Upon the sale or transfer of any interest in a massage establishment, the license therefor shall be null and void. A new application shall be made by any person desiring to own or operate the establishment. The provisions of Sections 14-22 and 14-23 above shall apply to any person, association, firm or corporation applying for a massage establishment license for premises previously used as such establishment.

(b) Any such sale or transfer of any interest in an existing massage establishment, or any application for enlargement or expansion of the building or other place of business of a massage establishment shall require inspection and compliance with Section 14-23 above.

14-27 Suspension or revocation generally.

To suspend or revoke a license issued pursuant to this Article, the city clerk or his agent shall deliver or mail by certified mail to his business address as shown on the application or otherwise more recently of record, a written notice that the license is suspended or revoked. The cause for such suspension or revocation shall be set forth in the notice. A suspended or revoked license shall be surrendered to the city clerk on demand. Revocation or suspension of a license shall not be a defense against prosecution.

14-28 Grounds for revocation, suspension or denial of renewal.

The license of a massage establishment may be revoked, suspended or denied renewal upon any one or more of the following grounds:

(a) The licensee is guilty of fraud in conducting the business of a massage establishment, or of fraud or deceit in obtaining a license to conduct such business.

(b) The licensee has been convicted in a court of competent jurisdiction of a felony or of any offense involving prostitution, indecent exposure or pornography.

(c) The licensee is addicted to the habitual use of intoxicating liquors, narcotics or stimulants to such an extent as to incapacitate him or her for the performance of his professional duties.

(d) The licensee is guilty of untrue, fraudulent, misleading or deceptive advertising.

(e) The licensee is grossly ignorant or guilty of willful negligence in the business of a massage establishment.

(f) The licensee has violated any of the provisions of this Chapter, any other provision of the City Code or any other ordinance, rule or regulation of the City.

14-29 Effect of denial or termination.

No person shall apply for any massage establishment license within one year from the denial of any such license to such applicant or from the suspension, revocation or non-renewal of any such license, unless the cause of such denial, suspension, revocation or non-renewal has been to the satisfaction of the city clerk removed within such time.

14-30--14-39 Reserved.

Article III - Operational Rules and Regulations

Sections

14-40 Operation on same premises as certain other businesses.

14-41 Hours of operation.

14-42 Prostitution, etc.

14-43 Change of location or employment.

14-40 Operation on same premises as certain other businesses.

It shall be unlawful for any person to conduct or operate a massage establishment on the same premises whereon is also conducted the business of a cocktail lounge, photography studio, model studio, art studio, telephone answering service, motion picture theater or bookstore.

14-41 Hours of operation.

It shall be unlawful for any person licensed as provided in this Chapter to remain open for business or provide services any time between the hours of 12:00 midnight and 6:00 a.m.

14-42 Prostitution, etc.

It shall be unlawful for any person to practice or administer any massage or touching technique for fee or gratuity:

- (a) In a manner or under circumstances intended to arouse, appeal to or gratify sexual desires.
- (b) To any other person whose private parts are not covered by opaque material.
- (c) While wearing clothing patently deviating from the general standard of massage therapists apparel prevailing in the City.
- (d) In any way touch the genitals of the individual receiving the treatment.

14-43 Change of location or employment.

A change of location of a massage establishment may be approved by the City, provided all ordinances and regulations of the City are complied with and a fee of ten dollars (\$10.00) is paid to the City.

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

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion thereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

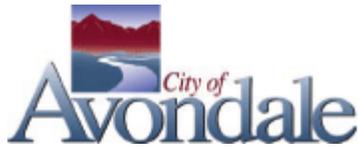
Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1236-107 Authorizing Sale of City Real Property

MEETING DATE:

January 2, 2007

TO: Mayor and Council
FROM: Claudia Whitehead
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an ordinance authorizing the sale of approximately 481,555 square feet (+/- 11 acres) of City-owned real property, located at the SWC of Riley Drive and Eliseo C. Felix Jr Way to SLT Express Way, Inc. and EMM3 Development, LLC for approximately \$1,925,000.00 less right-of-way area dedication. SLT Express Way is planning to expand and relocate its trucking business from its current location at the NEC of Avondale Boulevard and Van Buren Street to the above referenced property.

BACKGROUND:

The City of Avondale has been working to find a location for the SLT Express Way to relocate and expand its growing business in Avondale. Through discussions, the City of Avondale and SLT Express Way have found that the City owned property located at the SWC of Riley Drive and Eliseo C. Felix Jr Way is a mutually agreed upon suitable new location for SLT Express Way. SLT Express Way has submitted an offer to purchase City-owned property located at the SWC of Riley Drive and Eliseo C. Felix Jr Way. The City-owned property (County Assessors Parcel # 500-21-014 F) is a vacant parcel located within an area of the City of Avondale where other more industrial-related uses are located. The site is currently zoned A-1 which allows the proposed use. The buyer will work closely with the City to determine the final site layout, dimensions, rights-of-way and conformance with City zoning and building code and permit requirements.

Staff has negotiated an agreement to sell the property for approximately \$1,925,000.00 (\$4 psf) less the value of the ultimate right-of-way needed to dedicate for the half-street construction that is yet to be finalized, based upon the results of the City's commissioned appraisal of the property. The subject property is currently zoned A-1. SLT Express Way is responsible for all applications and permits necessary to improve this property. All appropriate departments have reviewed and approved the disposal of this land, citing that the City has no current or future need for this property. The \$1,925,000.00 will recoup all costs incurred during the transaction including: staff time, document preparation, and administrative costs associated with the sale of the property.

RECOMENDATION:

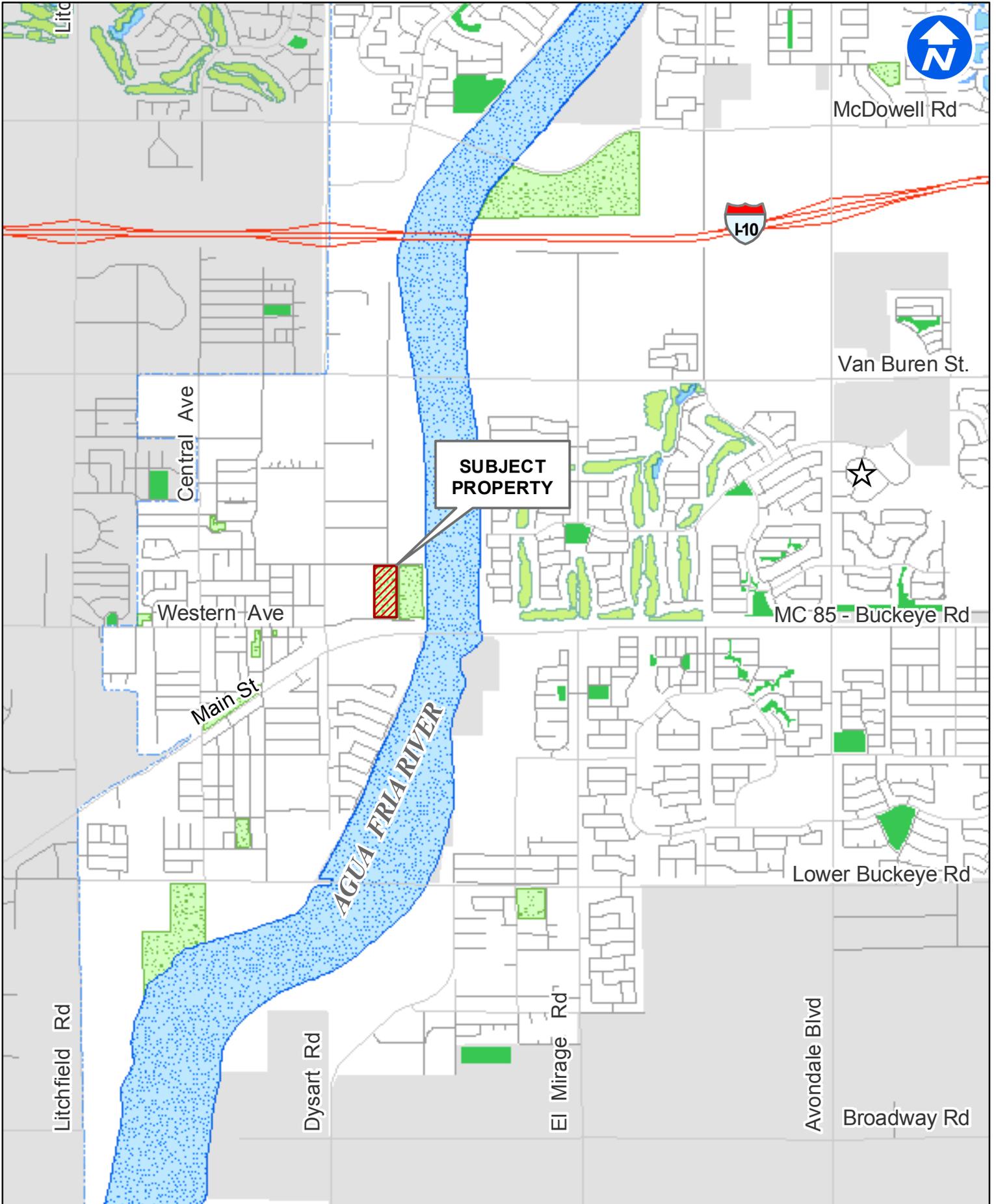
Staff recommends that the City Council approve an ordinance authorizing the sale of approximately 481,555 square feet (+/- 11 acres) of City-owned real property, located at the SWC of Riley Drive and Eliseo C. Felix Jr Way to SLT Express Way, Inc. and EMM3 Development, LLC for approximately \$1,925,000.00 less right-of-way area dedication.

ATTACHMENTS:

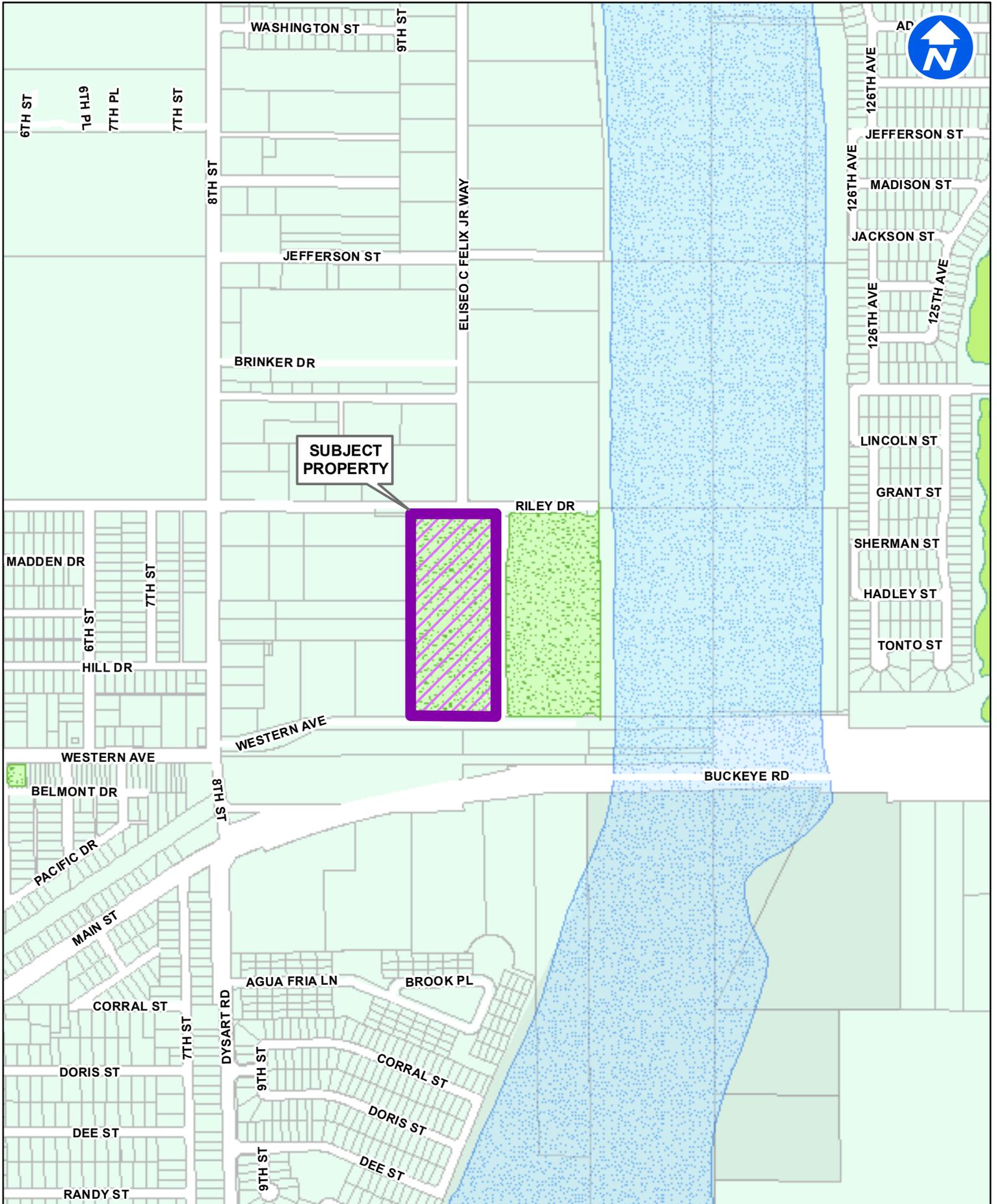
Click to download

- [Attachment B](#)
- [Attachment C](#)
- [Ordinance 1236-107](#)

LOCATION MAP



SUBJECT MAP



ORDINANCE NO. 1236-107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SALE OF CERTAIN REAL PROPERTY, GENERALLY LOCATED SOUTH OF RILEY DRIVE AND WEST OF ELISEO C. FELIX JR. WAY.

WHEREAS, the City of Avondale (the “City”) is the owner of a ± 11.055 acre parcel of real property situated within Maricopa County, Arizona, described as Maricopa County Assessor’s Parcel No. 500-21-014F, generally located south of Riley Drive and west of Eliseo C. Felix Jr. Way (the “Property”) and as depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interests may require; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to sell whatever right, title, or interest it has in the Property, minus those portions of such Property (the “Right-of-Way Area”) retained by the City in fee for use as public right-of-way and an offer has been made for the purchase of the Acquisition Property (as defined below). The Property, minus the Right-of-Way Area is referred to herein as the “Acquisition Property.”

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

SECTION 1. That the sale of the Acquisition Property is hereby approved.

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

[SIGNATURES ON FOLLOWING PAGE.]

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

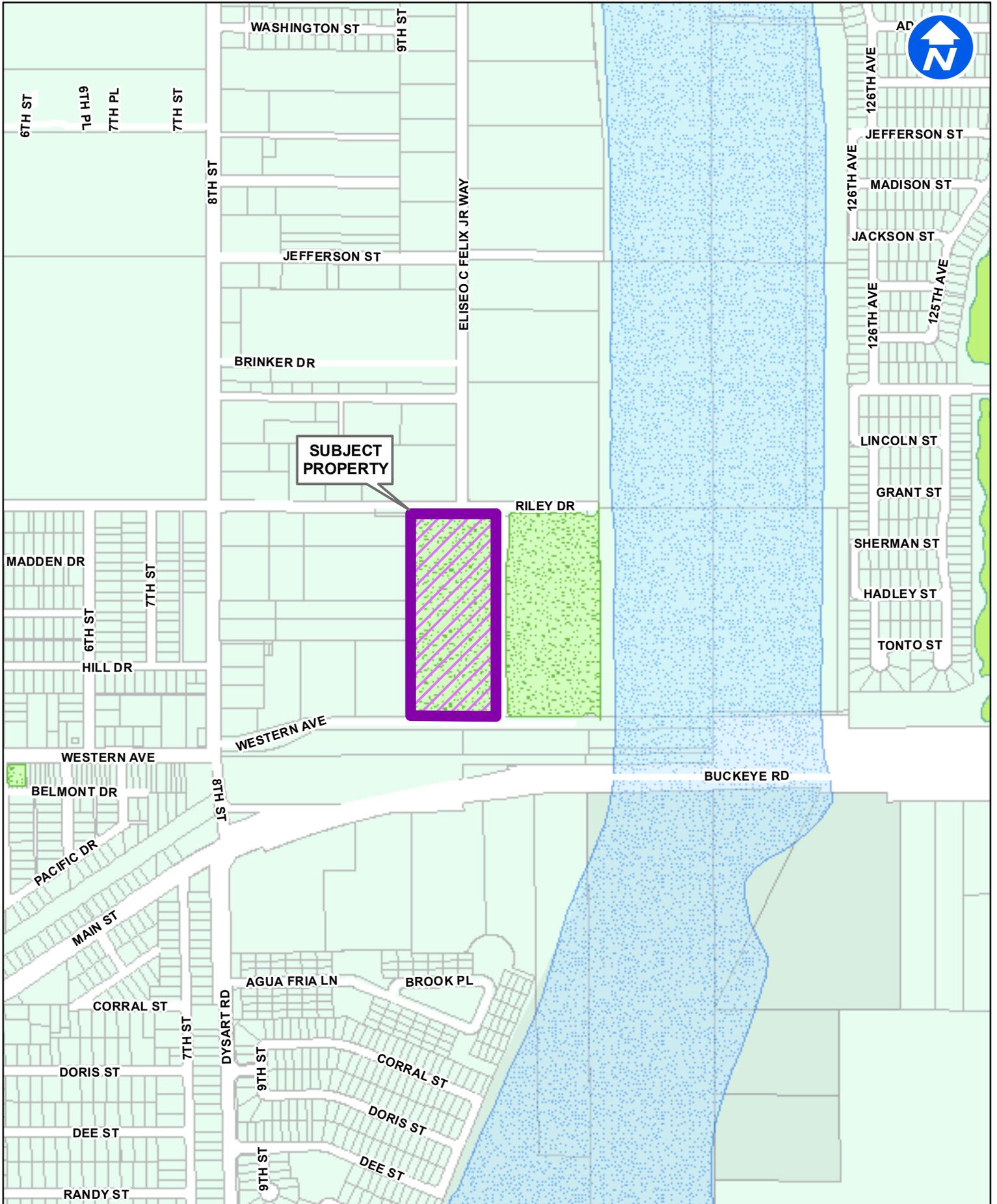
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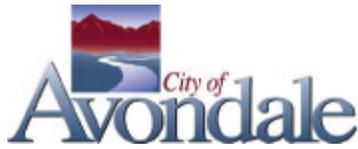
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1236-107

[Map of Property]

SUBJECT MAP





CITY COUNCIL REPORT

SUBJECT:

Ordinance 1240-107: Right-of-Way dedication related to KV Development project in the vicinity of 4th Street north of Harrison Street

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Interim Development Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to accept the dedication of right-of-way for 4th Street approximately 300' north of Harrison Street, and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documentation.

BACKGROUND:

KV Development is constructing homes on three (3) adjacent lots on 4th Street approximately 300' north of Harrison Street. A Minor Land Division was approved on April 6, 2006 for this development (see the attached vicinity map). At the time staff reviewed the Minor Land Division, it was discovered that a 5' strip of land along 4th Street was not included in the original right-of-way dedication, nor was it included in the Minor Land Division. Research confirmed that KV Development owned this strip of land.

Staff requested dedication of the strip from the owner to complete the necessary rights-of-way and to match both of the lots on either side of this development. The existing surrounding streets are paved; and the dedication of this strip will not have an effect on the properties.

BUDGETARY IMPACT:

No financial impact to the project.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance to accept the dedication of right-of-way for 4th Street approximately 300' north of Harrison Street, and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documentation.

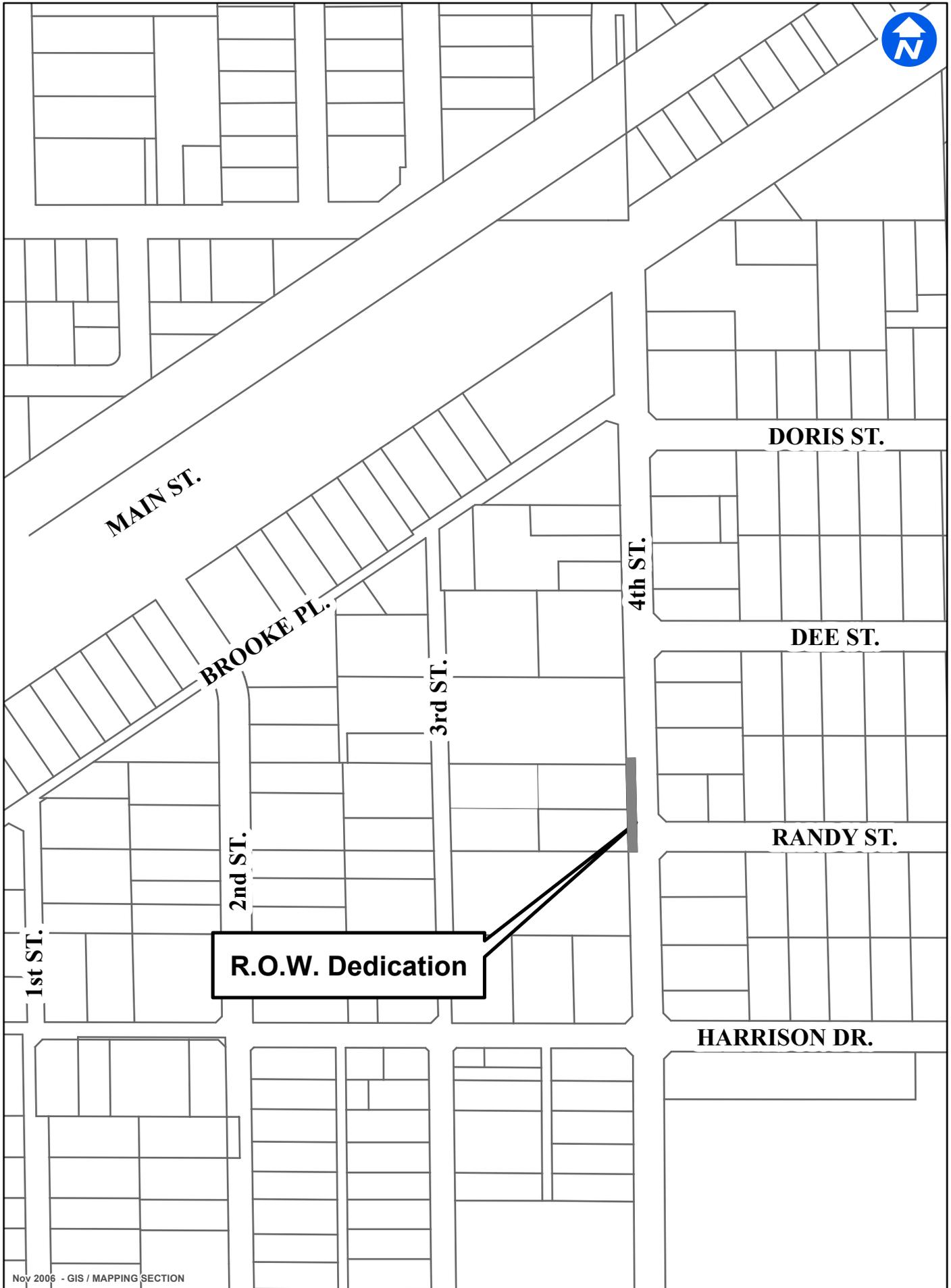
ATTACHMENTS:

Click to download

[☐ Vicinity Map](#)

[☐ ORD - 1240-107](#)

VICINITY MAP



Nov 2006 - GIS / MAPPING SECTION

ORDINANCE NO. 1240-107

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

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

SECTION 1. That certain real property, being a portion of Maricopa County Assessor's Parcel Nos. 500-52-057B and 500-52-057C, generally located along 4th Street approximately 300' north of Harrison Street, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from KV Development 1-04, LLC, for use as a public right-of-way.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1240-107

[Legal description of acquisition portion of APN 500-52-057B and 500-52-057C]

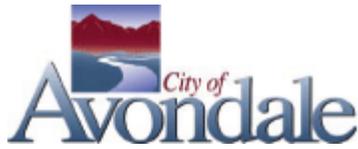
See following page.

LEGAL DESCRIPTION
4TH STREET ROW DEDICATION

The East Five Feet of Lot 43, Brooke Tract as recorded in Book 27 of maps, Page 1, of the official records of Maricopa County, Arizona,



A handwritten signature in black ink, appearing to read "Lari D. Spire", written over the bottom right portion of the professional seal.



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1244-107 authorizing Sale of City Real
Property

MEETING DATE:
January 2, 2007

TO: Mayor and Council
FROM: Claudia Whitehead
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an ordinance authorizing the sale of approximately 22,500 square feet (+/- .51 acres) of City-owned real property, located north of the northwest corner of 99th Avenue and McDowell Road to Prime Commercial Real Estate, LLC for approximately \$450,000.00. Prime Commercial Real Estate is planning to develop a multi-tenant retail building.

BACKGROUND:

Prime Commercial Real Estate, has submitted an offer to purchase City-owned property located north of the northwest corner of 99th Avenue and McDowell Road. The parcel is located in the northeast corner of the Gateway Pavilions development. The City-owned property (County Assessors Parcel # 102-32-006 C) is a vacant parcel that was previously a City well site. The site is currently zoned R1-6 and will require rezoning for the proposed use. The buyer will work with the City to rezone the site to allow for uses that are compatible to uses allowed within the zoning of the Gateway Pavilions and acceptable for this specific site. The buyer and subsequent applicant(s) shall work with the City to conform to all City zoning and code requirements.

Staff has negotiated an agreement to sell the property for approximately \$450,000.00 (\$20 psf), based upon the letter of intent submitted to the City and recent confirmed property sales in the area. The subject property is currently zoned R1-6. Prime Commercial Real Estate LLC is responsible for all applications and permits necessary to improve this property. All appropriate departments have reviewed and approved the disposal of this land, citing that the City has no current or future need for this property. The \$450,000.00 will recoup all costs incurred during the transaction including: staff time, document preparation, and administrative costs associated with the sale of the property.

RECOMENDATION:

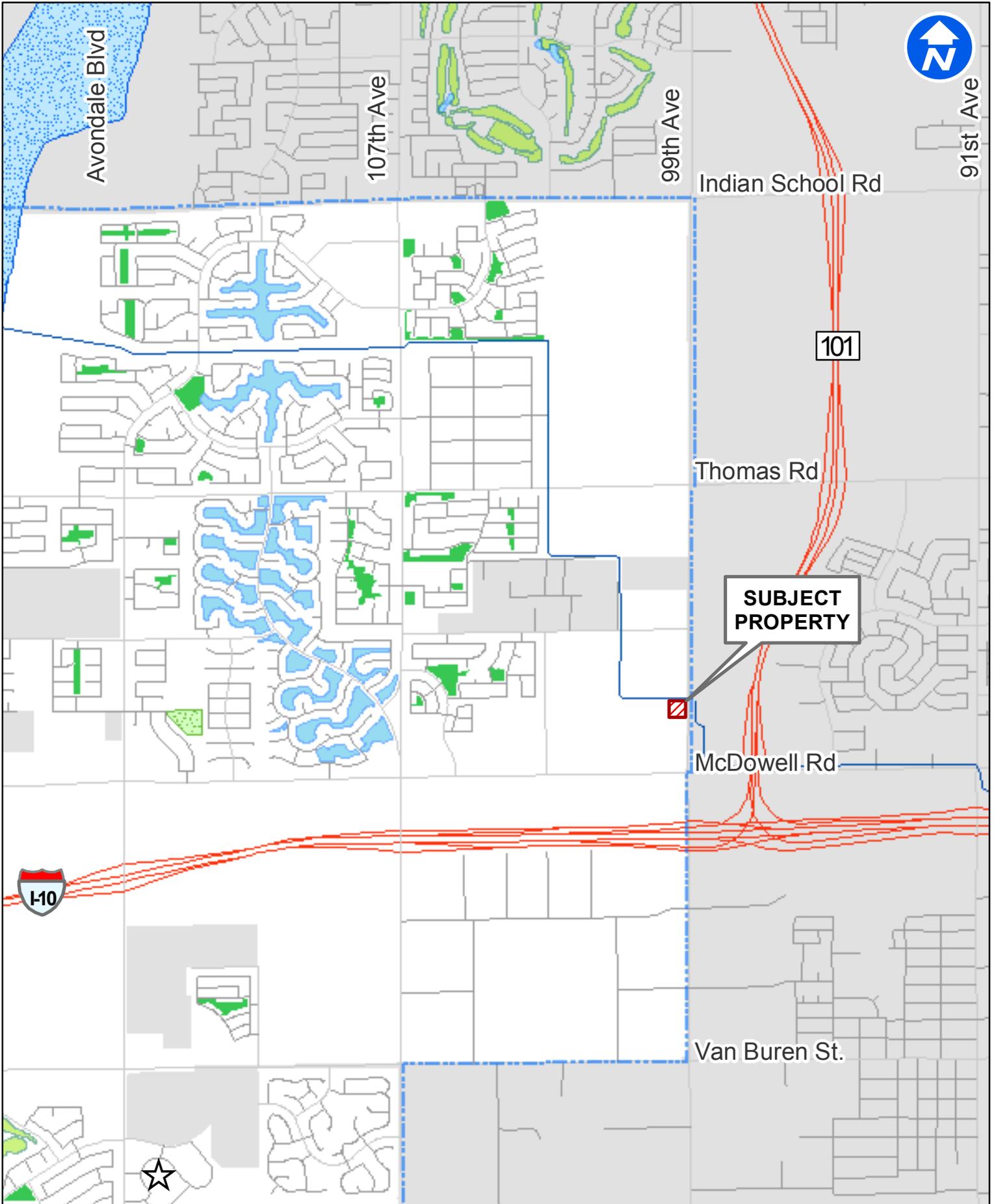
Staff recommends that the City Council approve an ordinance authorizing the sale of approximately 22,500 square feet (+/- .51 acres) of City-owned real property, located north of the northwest corner of 99th Avenue and McDowell Road to Prime Commercial Real Estate, LLC for approximately \$450,000.00.

ATTACHMENTS:

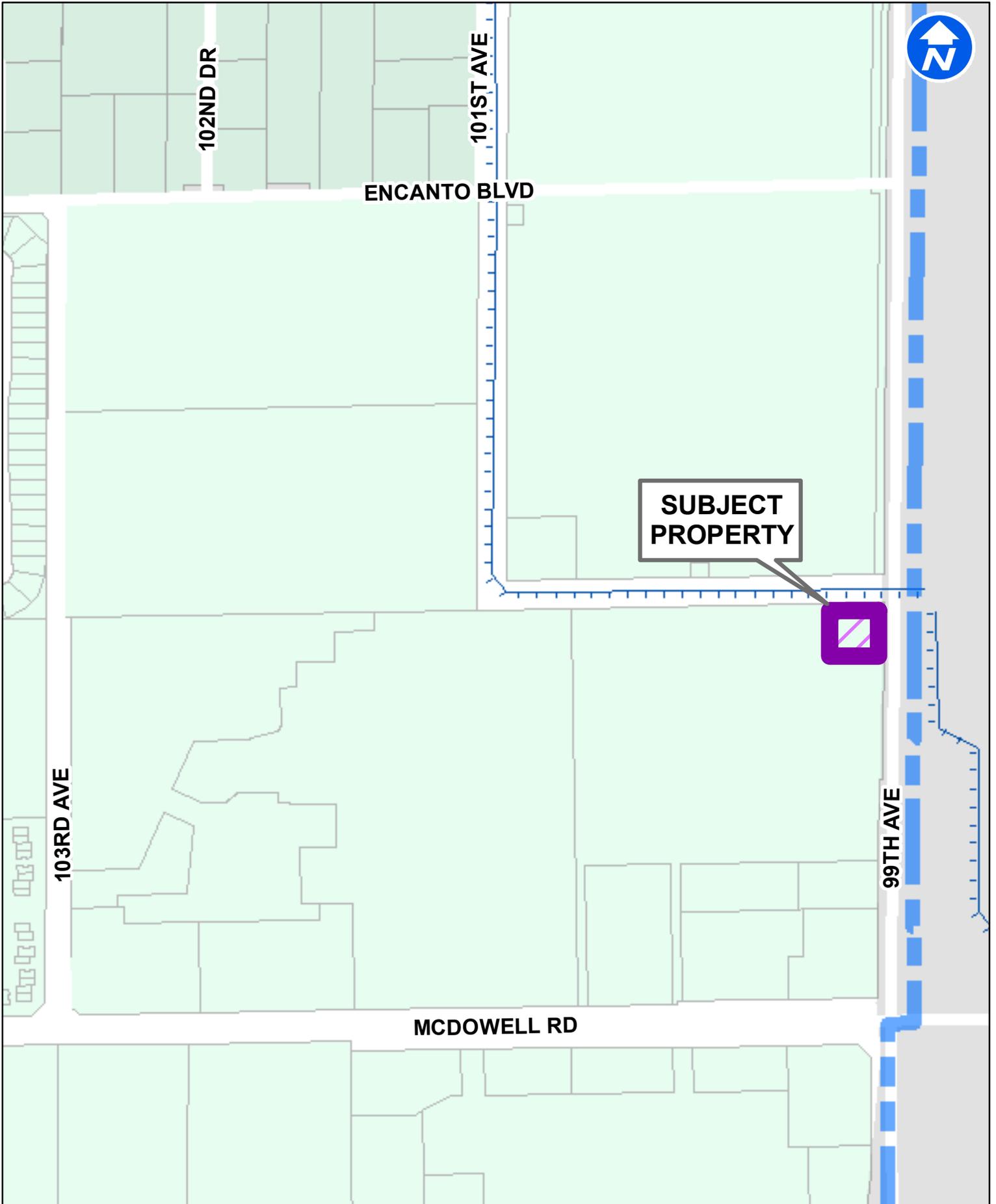
Click to download

- [📄 Location Map](#)
- [📄 Subject Property Map](#)
- [📄 ORD - 1244-107](#)

LOCATION MAP



SUBJECT MAP



ORDINANCE NO. 1244-107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SALE OF CERTAIN REAL PROPERTY, GENERALLY LOCATED NORTH OF THE NORTHWEST CORNER OF 99TH AVENUE AND MCDOWELL ROAD.

WHEREAS, the City of Avondale (the “City”) is the owner of a ± .516 acre parcel of real property situated within Maricopa County, Arizona, described as Maricopa County Assessor’s Parcel No. 102-32-006C, generally located north of the northwest corner of 99th Avenue and McDowell Road (the “Property”) and as depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interests may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title, or interest it has in the Property and an offer has been made for the purchase of Property.

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

SECTION 1. That the sale of the Property is hereby approved.

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

[SIGNATURES ON FOLLOWING PAGE.]

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

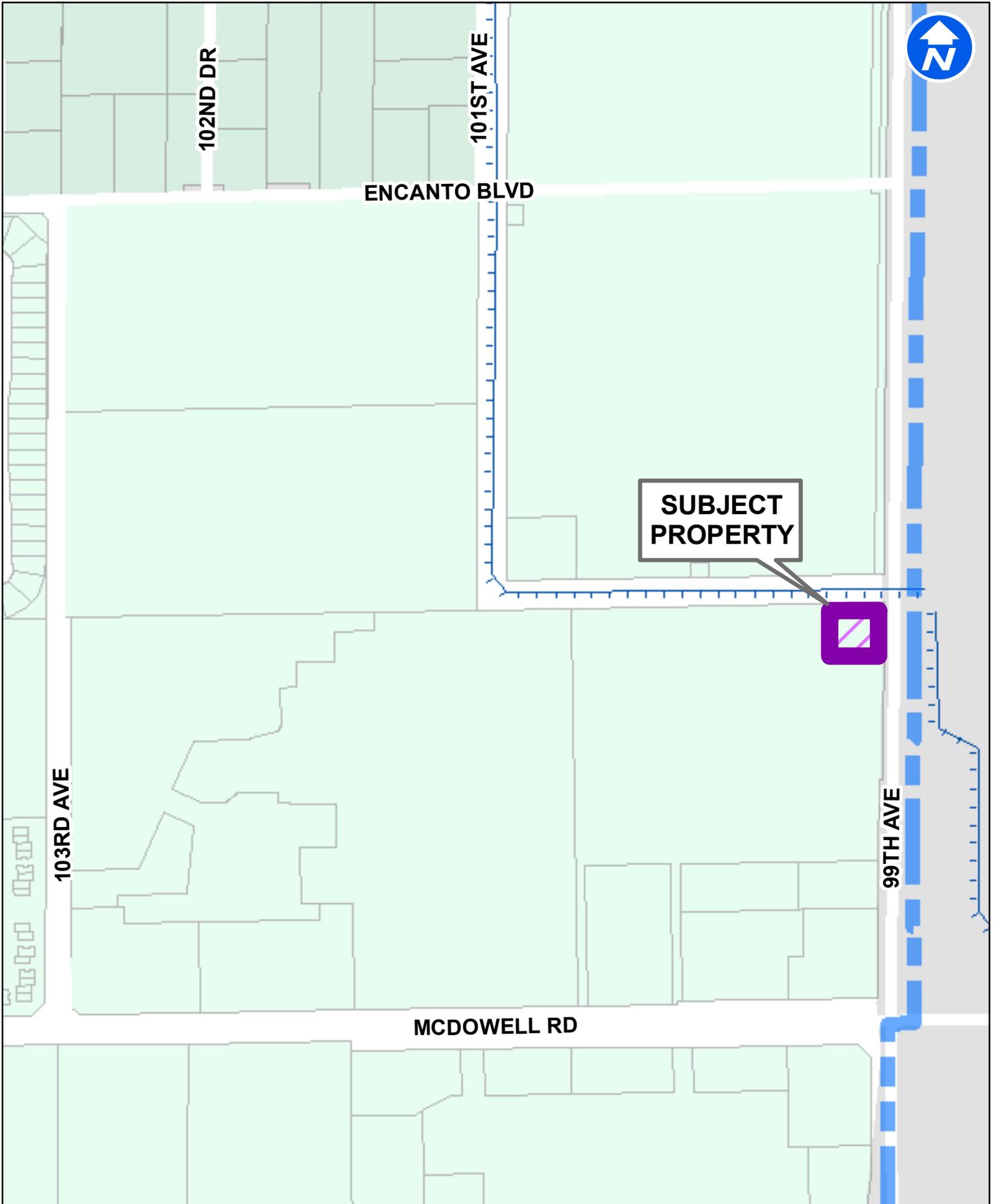
APPROVED AS TO FORM:

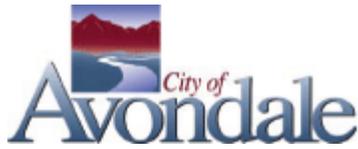
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1244-107

[Map of Property]

SUBJECT MAP





CITY COUNCIL REPORT

SUBJECT:

Ordinance 1242-107 - Right-of-Way dedication on Lower Buckeye Road related to Durango Plaza in the vicinity of Avondale Boulevard and Lower Buckeye

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Interim Development Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to accept the dedication of right-of-way on Lower Buckeye Road related to Durango Plaza in the vicinity of Avondale Boulevard and Lower Buckeye, and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documentation.

DISCUSSION:

On December 15, 2003, a site plan was approved for a project on the northeast corner of Avondale Boulevard and Lower Buckeye Road (see the attached vicinity map). One of the stipulations for the project was for the City to receive the dedication of additional right-of-way for construction of necessary dual left turn lanes on Lower Buckeye Road. The development was driven by an Eckerd's store that was scheduled to open on the corner parcel. However, their site plan expired, and Walgreens purchased the parcel.

Walgreens was made aware of the City's need for the additional right-of-way; however, the owner does not plan to develop their parcel in the immediate future. Therefore, the right-of-way was split out of the Walgreens parcel, and the owner agreed to dedicate this portion of the parcel to the City.

BUDGETARY IMPACT:

Total back taxes due on this parcel are \$53.80. This will be paid from developer reimbursement line item 304-1001-00-8420.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance to accept the dedication of right-of-way on Lower Buckeye Road related to Durango Plaza in the vicinity of Avondale Boulevard and Lower Buckeye, and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documentation.

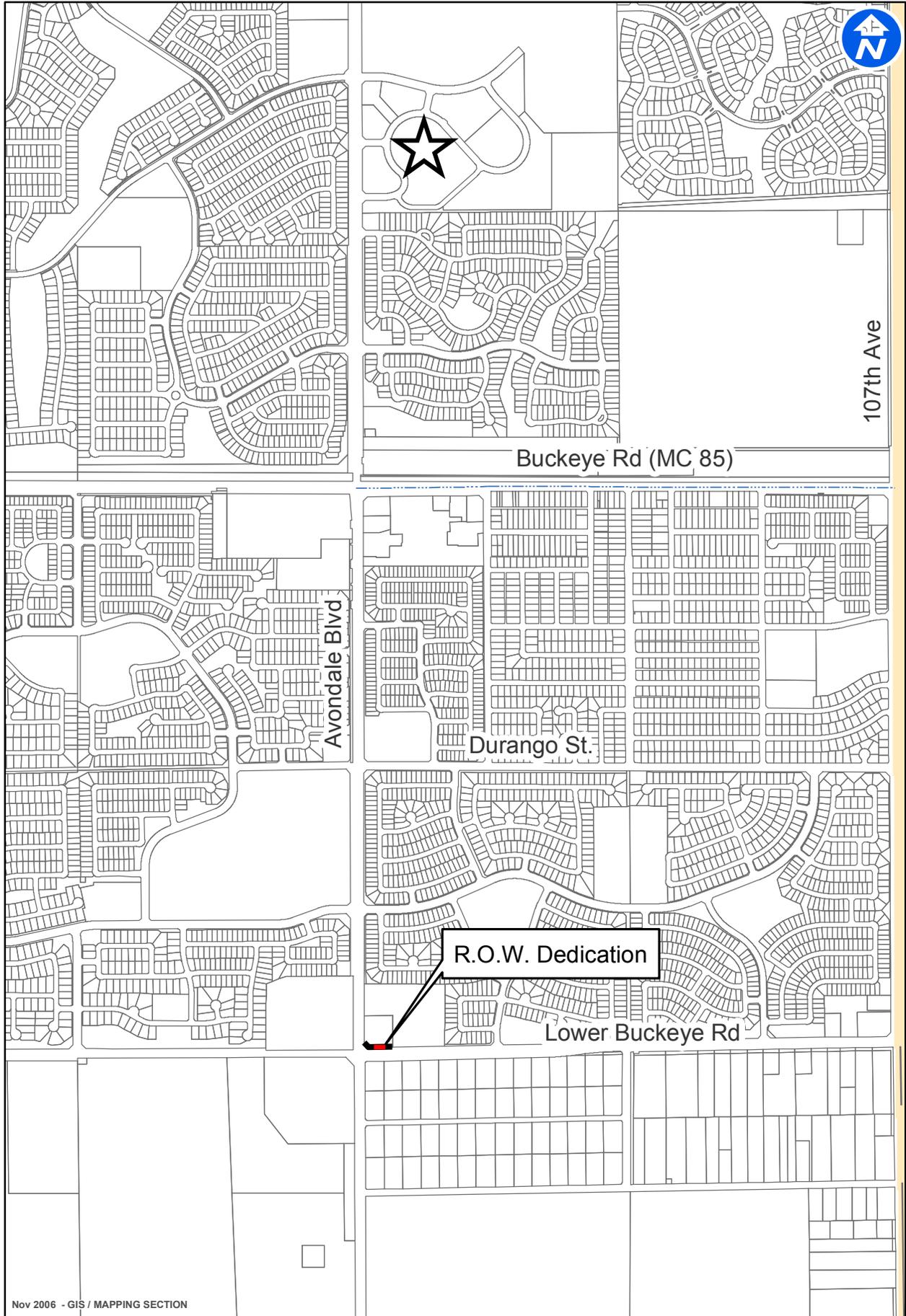
ATTACHMENTS:

Click to download

[☐ Vicinity Map](#)

[☐ ORD - 1242-107](#)

VICINITY MAP



Nov 2006 - GIS / MAPPING SECTION

Future R.O.W. Dedication
City of Avondale

ORDINANCE NO. 1242-107

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

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

SECTION 1. That certain real property, being a portion of Maricopa County Assessor's Parcel Nos. 101-54-652B, 101-54-007P and 101-54-007Q, generally located along the northeast corner of Avondale Boulevard at Lower Buckeye Road, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Sea Holdings, LLC, for use as a public right-of-way.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1242-107

[Legal description of acquisition portion of APN 101-54-652B, 101-54-007P and 101-54-007Q]

See following pages.

EXHIBIT "A"

LEGAL DESCRIPTION: Lower Buckeye Right-of-Way Parcel

JUNE 23, 2006

A PORTION OF TRACT H, DURANGO PARK, ACCORDING TO BOOK 582 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 EAST OF 'THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, BEING THE INTERSECTION OF 115TH AVENUE AND LOWER BUCKEYE ROAD, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 18 BEARS NORTH 00°20'54" WEST, A DISTANCE OF 2,728.29 FEET;

THENCE NORTH 00°20'54" WEST, ALONG THE MONUMENT LINE OF SAID 115TH AVENUE, BEING THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 112.04 FEET;

THENCE NORTH 88°39'06" EAST, TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID 115TH AVENUE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°20'54" EAST, DISTANCE OF 15.96 FEET;

THENCE SOUTH 45°49'13" EAST, FOR A DISTANCE OF 56.10 FEET;

THENCE NORTH 88°42'28" EAST FOR A DISTANCE OF 230.25 FEET;

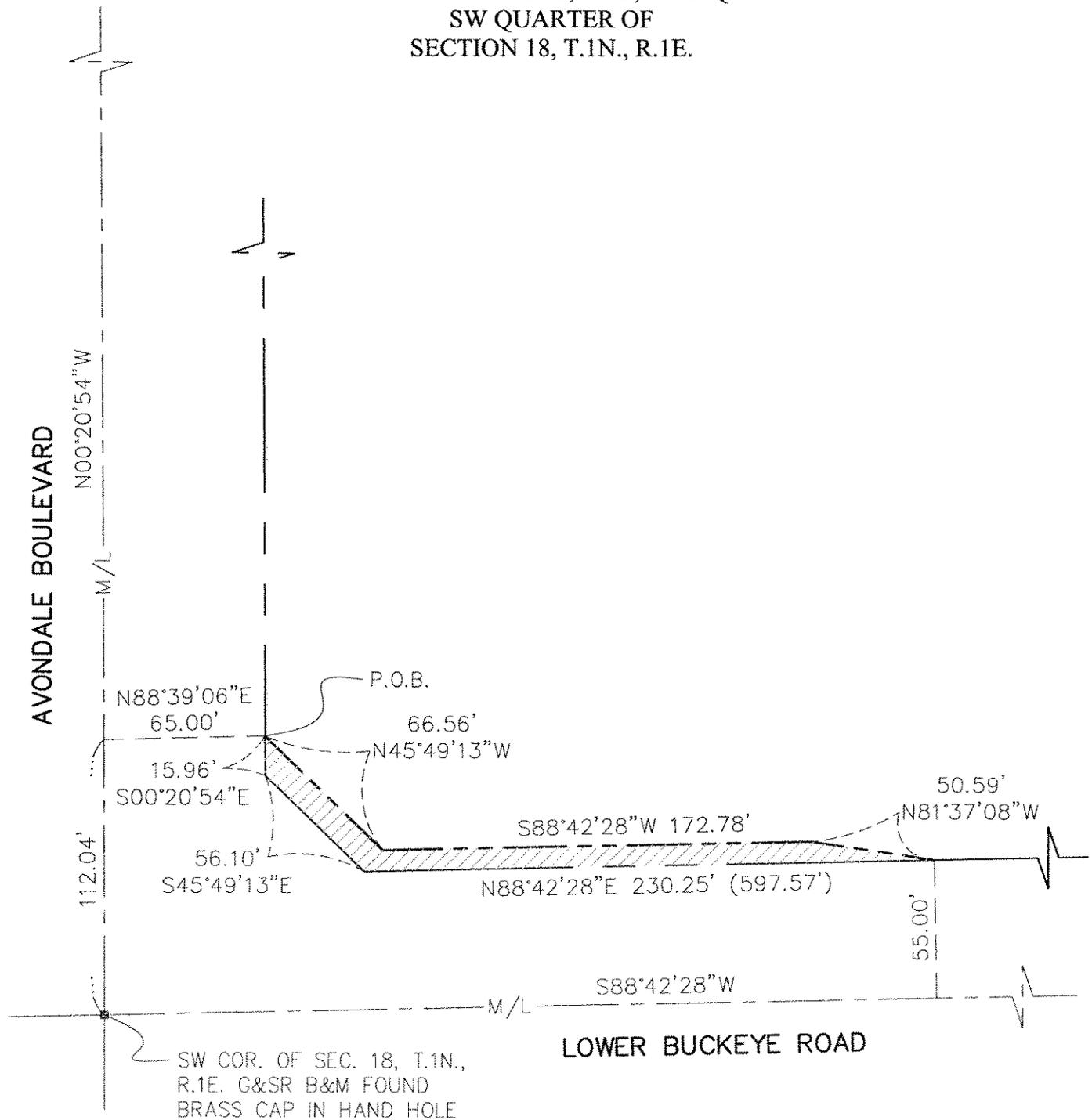
THENCE NORTH 81°37'08" WEST, FOR A DISTANCE OF 50.59 FEET;

THENCE SOUTH 88°42'28" WEST, FOR A DISTANCE OF 172.78 FEET;

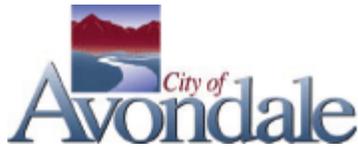
THENCE NORTH 45°49'13" WEST, FOR A DISTANCE OF 66.56 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 00°20'54" WEST, ALONG THE MONUMENT LINE OF 115TH AVENUE, PER THE FINAL PLAT OF "DURANGO PARK", BOOK 582 OF MAPS, PAGE 45, MARICOPA COUNTY RECORDERS.

LOWER BUCKEYE RIGHT of WAY PARCEL
 SEA HOLDINGS PROPERTY
 APN 101-54-652C, 007P, & 007Q
 SW QUARTER OF
 SECTION 18, T.1N., R.1E.



SCALE: 1"=60'



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1238-107- Right-of-Way dedication related to the Mortensen property on Avondale Boulevard south of Roosevelt Street

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Interim Development Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to accept the dedication of right-of-way on Avondale Boulevard located approximately 1400' south of Roosevelt Street and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

DISCUSSION:

In 2002, the City constructed improvements to Avondale Boulevard from Buckeye Road to I-10, and the new City Civic Center. At that time, various properties along Avondale Boulevard were donated or acquired to provide the necessary rights-of-way for the project including the Mortensen property which donated the a portion of their land for right-of-way.

The property dedicated is comprised of two pieces. On piece is approximately 800' south of Roosevelt Street on the east side of the Avondale Boulevard. The second (southern) piece is approximately 1400' south of Roosevelt Street (see the attached vicinity map). On October 21, 2002, City Council approved an ordinance to accept the dedication of right-of-way and a drainage easement for the property. However, when the ordinance was recorded, the dedication for right-of-way on the southern portion of the property was inadvertently omitted.

BUDGETARY IMPACT:

No financial impact to the project.

RECOMENDATION:

Staff is requesting that the City Council adopt an ordinance to accept the dedication of a right-of-way on Avondale Boulevard located approximately 1400' south of Roosevelt Street and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

[☐ Vicinity Map](#)

[☐ ORD - 1238-107 Mortensen](#)

VICINITY MAP



I-10 FREEWAY

ROOSEVELT STREET

PREVIOUSLY DEDICATED R.O.W.

MORTENSEN PROPERTY

WATERFORD SQUARE

R.O.W. TO BE DEDICATED

AVONDALE BLVD.

VAN BUREN STREET

ORDINANCE NO. 1238-107

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

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

SECTION 1. That a \pm .038 acre parcel of certain real property, being a portion of Maricopa County Assessor's Parcel Nos. 102-57-007N, 102-57-007P and 102-57-007Q, generally located along Avondale Boulevard, north of Van Buren Street, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Virginia Louise Mortensen, Trustee of the Azel Jack Mortensen and Virginia Louise Mortensen Family Trust, Clifford T. Mortensen and Sylvia A. Mortensen, Trustees of The Mortensen Family Trust, for use as a public right-of-way.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1238-107

[Legal description of acquisition portion of APN 102-57-007N, 102-57-007P and 102-57-007Q]

See following page.

EXHIBIT "A"
PROPOSED RIGHT-OF-WAY
PARCEL NO:102-57-007Q, 007N, 007P
Azel Jack Mortensen and Virginia Louise Mortensen

That portion of land lying within the property described as recorded in Doc. 95-0038175 being a portion of Lot 6, Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows;

Commencing at the West quarter corner of said Section 6;

thence S0°02'12"E along the West line of said Lot 6, a distance of 1145.94 feet;
thence N89°57'48"E a distance of 45.00 feet to the existing Easterly Right-of-Way line of 115th Avenue and the **Point of Beginning**;
thence continuing N89°57'48"E, a distance of 10.00 feet to a point 55.00 feet Easterly of the West line of said Lot 6;
thence S00°02'12"E parallel with and 55.00 feet Easterly of the West line of said Lot 6, a distance of 166.58 feet;
thence S89°03'12"W, a distance of 10.00 feet to a point 45.00 feet Easterly of the West line of said Lot 6;
thence N00°02'12"W parallel with and 45.00 feet Easterly of the West line of said Lot 6, a distance of 166.74 feet to the **Point of Beginning**.

Containing 1,666 square feet, more or less.

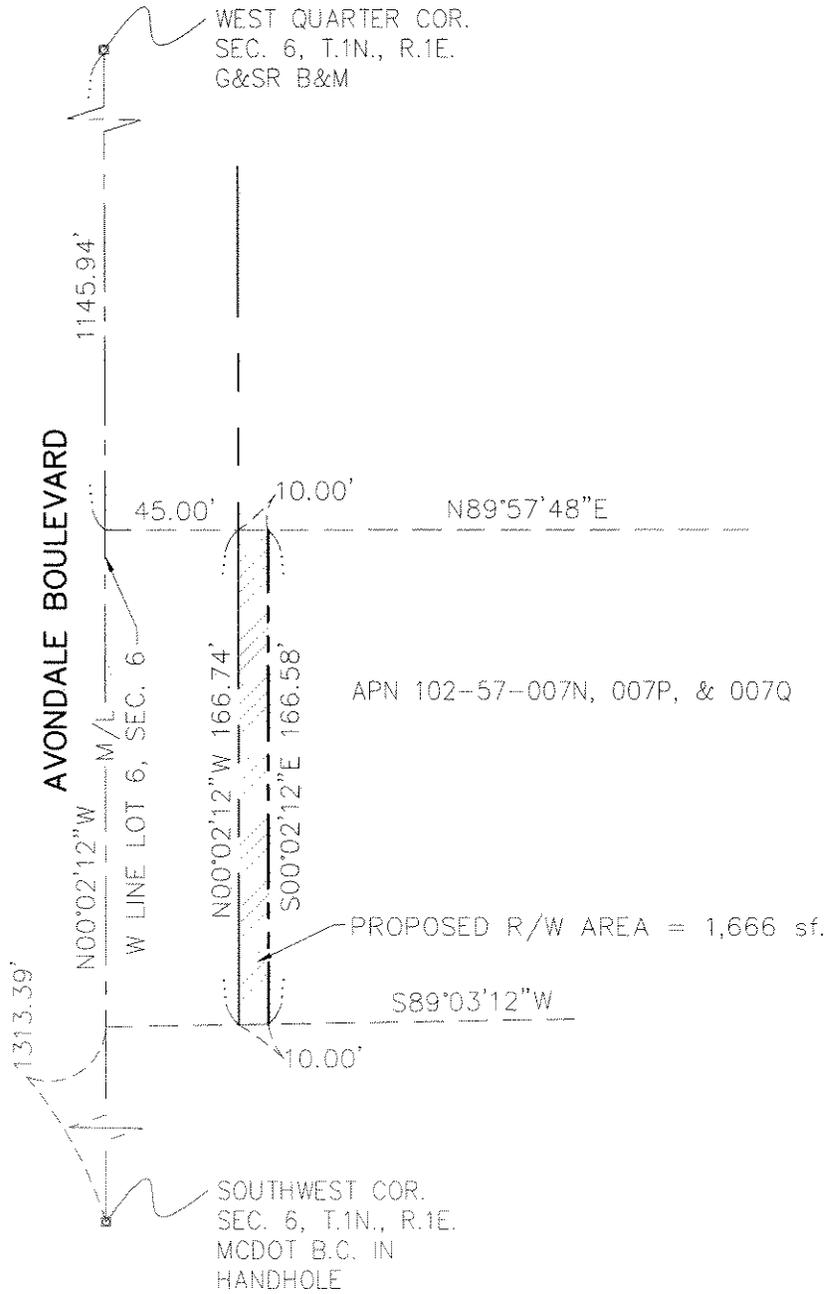


PROPOSED RIGHT OF WAY EXHIBIT

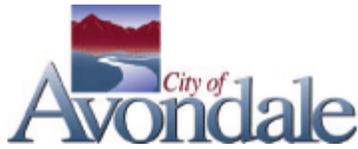
MORTENSEN PROPERTY

APN 102-57-007N, 007P, & 007Q

SECTION 1, T.1N., R.1W.



SCALE: 1"=60'



CITY COUNCIL REPORT

SUBJECT:

Resolution 2619-107 Supporting a HOME Grant
Application by Community Services of Arizona

MEETING DATE:

January 2, 2007

TO: Mayor and Council
FROM: Andrew Rael, CDBG Program Administrator
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting approval of a resolution supporting Community Services of Arizona's (CSA) grant application to Maricopa County for federal HOME funds in the amount of \$300,000, to conduct a homebuyer assistance program in Avondale, certifying such activity is in conformance with the Consolidated Plan and accepting responsibility for contract oversight.

BACKGROUND:

CSA is a non-profit Community Housing Development Organization (CHDO) that conducts affordable housing activities state-wide. CSA is applying to the Maricopa HOME Consortia for \$300,000 in competitive CHDO HOME funds to assist approximately 10 low-income homebuyers with the purchase of homes in the neighborhoods of Cashion, North Old Town and Las Ligas.

Grant funds will be used for acquiring homes, conducting minor rehabilitation, providing homebuyer counseling and providing down payment and closing cost assistance. The Consortia requires approval of the application by the local government having jurisdiction over the service area in which grant activities are proposed and assistance with the administration of the contract. The City CDBG Manager has the expertise and capacity to perform the contract administration duties as required should CSA receive the HOME grant award. The City CDBG Manager has issued written certification to CSA that the proposed homebuyer assistance activity is consistent with the City of Avondale Consolidated Plan.

DISCUSSION:

Maricopa County is the lead agency for the Maricopa HOME Consortia which receives approximately \$7 million annually in HOME funds from HUD and allocates these funds among its member governments: Avondale, Gilbert, Glendale, Mesa, Peoria, Scottsdale, and Tempe. Approximately \$900,000 (15%) is set aside and made available on a competitive basis to CHDOs operating within member jurisdictions.

The CHDO Review Subcommittee will rank all applications received according to a feasibility analysis and make recommendations to the Consortia Governing Body, which will forward final selections to the Maricopa County Board of Supervisors for approval in May 2007. The Consortia Governing body is made up of one designated staff person from each member community. Avondale's Consortia staff member is the CDBG Manager.

Should CSA be successful the HOME funds will be provided through a contract entered into between CSA and Maricopa County. Avondale is named in the contract as the Contract Administrator and assigned oversight duties including approving pay requests, monitoring performance, and ensuring compliance with federal regulations.

Payments under the contract are made by the Maricopa County Community Development Department as are all final authorizations regarding contract amendments. Final responsibility for the activity rests with

MaricopaCounty.

This application by CSA to the HOME Consortia was initiated by CSA independent of the City CDBG Manager's office. However, the activity does not conflict with current program development efforts and serves to achieve the goals stated in the Consolidated Plan. The CDBG Manager is currently developing a homebuyer assistance program that will be conducted by a non-profit organization under contract with the City of Avondale. Request for Proposals for this homebuyer assistance program are expected to be issued in January 2007. CSA will be invited to submit a proposal as well as Neighborhood Housing Services of Southwest Maricopa County and others. Other homebuyer assistance efforts being conducted by the City include the Individual Development Account program conducted by Neighborhood and Family Services, which will work in conjunction with the new Homebuyer Assistance Program.

The City of Avondale became a CDBG Entitlement Community upon the approval by HUD of its Consolidated Plan in May of 2006. CDBG Entitlement status entitles Avondale to an annual allocation of approximately \$500,000 in CDBG funds as well as membership into the Maricopa HOME Consortium.

BUDGETARY IMPACT:

No City of Avondale funding is necessary from grant or general fund resources.

RECOMENDATION:

Staff recommends Council approval of a resolution supporting Community Services of Arizona's (CSA) grant application to Maricopa County for federal HOME funds in the amount of \$300,000, to conduct a homebuyer assistance program in Avondale, certifying such activity is in conformance with the Consolidated Plan and accepting responsibility for contract oversight.

ATTACHMENTS:

Click to download

 [RES - 2619-107](#)

RESOLUTION NO. 2619-107

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CERTIFYING COMPLIANCE WITH THE CONSOLIDATED PLAN AND ADMINISTRATIVE COMMITMENT AND AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL HOME FUNDS BY COMMUNITY SERVICES OF ARIZONA, AN ARIZONA NON-PROFIT CORPORATION, TO THE MARICOPA HOME CONSORTIUM.

WHEREAS, Community Services of Arizona (“CSA”) is a non-profit Community Housing Development Organization (“CHDO”) which has a history of community service in Avondale and has among its purposes the provision of affordable housing for low and moderate income households; and

WHEREAS, CSA has applied to the Maricopa HOME Consortium for federal HOME Investment Partnerships Program (“HOME”) funding; and

WHEREAS, if funded the activity supported with HOME funds is located within its jurisdictional boundaries, the City of Avondale (the “City”) will be the administrator of the contract between CSA and the Maricopa HOME Consortium; and

WHEREAS, the activity that CSA proposes meets the priorities identified in the City of Avondale Consolidated Plan as approved by the City.

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

SECTION 1. That the City of Avondale (i) supports CSA in its application to the Maricopa HOME Consortium for federal funding and recognizes that the intended use of such funds are in conformance with the City’s Consolidated Plan and (ii) commits to administering the contract and approving the assignment to the City of Beneficial Interests under the loan agreement, deed of trust, promissory note and restrictive covenants, between Maricopa County and CSA if the CHDO activity is funded.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

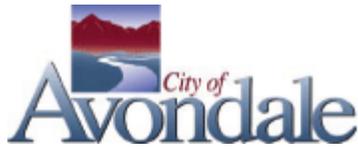
Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Notice of Intent to Enter into a Development Tax Incentive Agreement, Pursuant to Arizona Revised Statutes § 9-500.11

MEETING DATE:

January 2, 2007

TO: Mayor and Council
FROM: Claudia Whitehead
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that City Council adopt a Notice of Intent to enter into an economic development agreement that includes the rebate of sales tax with Avalon Commercial Corporation, Inc. for its proposed mixed-use development located at the southwest corner of Avondale Boulevard and Interstate 10.

BACKGROUND:

At the City Council meeting scheduled for January 29, 2007, the City Council will be asked to consider an economic development agreement (including a sales tax rebate) with Avalon Commercial Corporation, Inc., for its proposed mixed-use development located at the southwest corner of Avondale Boulevard and Interstate 10. Pursuant to Arizona Revised Statutes § 9-500.11, the City must adopt a notice of intent at least 14 days prior to consideration and approval of an economic development agreement that includes a sales tax rebate. Therefore, adoption of the notice of intent is only the necessary first step toward the eventual adoption of the proposed economic development agreement.

RECOMENDATION:

Staff recommends that the City Council adopt this notice of intent to enter into a development tax incentive agreement, pursuant to Arizona Revised Statutes § 9-500.11.

ATTACHMENTS:

Click to download

 [Notice](#)

**NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT
(Pursuant to ARIZ. REV. STAT. § 9-500.11)
January 2, 2007**

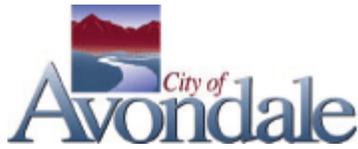
NOTICE

Notice is hereby given by the Council of the City of Avondale, Arizona (the “City Council”) that, on a date that is not earlier than January 17, 2007, the City Council intends to adopt that certain development tax incentive agreement entitled “Economic Development Agreement Between the City of Avondale and Avalon Commercial Corporation, Inc.”

FINDINGS OF FACT

With respect to that certain development tax incentive agreement entitled “Economic Development Agreement Between the City of Avondale and Avalon Commercial Corporation, Inc.” and in accordance with ARIZ. REV. STAT. § 9-500.11, the City Council hereby makes the following findings of fact:

1. That the retail tax incentive agreement set forth above is anticipated to raise more revenue than the amount of the incentive within the duration of the agreement.
2. That, in the absence of a tax incentive, the new mixed-use hotel, retail and office development or a similar mixed-use development, would not locate within the corporate boundaries of the City of Avondale at the same time or place.



DEVELOPMENT SERVICES

SUBJECT:

Public Hearing and Ordinance 1241-107 - Zoning Ordinance Text Amendment – Consignment Shops, Thrift Stores, and Pawn Shops – TA-06-9

MEETING DATE:

January 2, 2007

TO: Mayor and Council

FROM: David Fitzhugh, Interim Development Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

REQUEST: An amendment to Section 102, *Definitions*, and Section 303, *Land Use Matrix*, relating to consignment shops, thrift stores, and pawn shops, in commercial districts.

APPLICANT: City Council

BACKGROUND:

At the November 6, 2006, Avondale City Council meeting, the City Council initiated an application for a text amendment that would define consignment stores and allow them in the C-2 (Community Commercial) zoning district (see Exhibit C).

SUMMARY OF REQUEST:

1. The Avondale Zoning Ordinance allows the retail sales of new merchandise within enclosed buildings in the C-1 (Neighborhood Commercial), C-2 (Community Commercial), and C-3 (Major Commercial) zoning districts. Pawn shops and thrift stores are permitted only in the C-3 zoning district. Consignment shops are not currently addressed.

2. Currently, the Avondale Zoning Ordinance does not define consignment shops. The proposed amendment will create the following definition for consignment shop:

A retail establishment where previously owned merchandise such as clothing, jewelry, or furniture is consigned to a dealer who collects a fee and pays the seller after the merchandise is sold, excluding stores selling consigned vehicles, auto parts, scrap, or waste. Consignment shops are distinct from thrift stores, pawn shops, and non-consignment secondhand retail stores.

3. The proposal will amend Section 303, *Land Use Matrix*, to allow consignment stores in the C-2 (Community Commercial) zoning district.

4. The zoning ordinance does not currently include definitions for thrift stores or pawn shops. To further differentiate between these uses and consignment stores, the proposal will create the following definitions:

Thrift Store *A retail store owned by a profit or nonprofit organization that specializes in the sale of previously owned and/or used goods and merchandise that has been donated. Thrift stores are distinct from consignment shops, pawn shops, and non-consignment secondhand retail stores.*

Pawn Shop *An establishment where money is loaned on security of personal property left in pawn and pledged as collateral, and where the pledged property may be sold to the public if not redeemed by the pledgor within a fixed period of time.*

5. The proposed amendment will not affect the districts in which pawn shops or thrift stores may be located.

PARTICIPATION:

A notice of the December 14th Planning Commission hearing was published in the West Valley View on November 28, 2006. At the hearing, two citizens spoke in favor of the item. A third citizen spoke in favor of the item but requested that the amendment be expanded to allow thrift stores in the C-2 district. Two citizens submitted speaker cards in favor of the item but did not wish to speak (Exhibit D).

A notice of the January 2nd City Council meeting was published in the West Valley View on December 12, 2006. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on December 14, 2006, and voted 6-0 to recommend **APPROVAL** of the proposed text amendment.

The Planning Commission also directed staff and the City Council to research and consider a future Zoning Ordinance amendment to make “Thrift Stores” a permitted use in the C-2 district. Thrift Stores are currently a permitted use in the C-3 (Major Commercial) zoning district.

Subsequent to the Planning Commission hearing, staff made minor changes to the wording of the proposed definitions for “Consignment Shop” and “Thrift Store” for the sake of clarification, as requested by the Commission.

ANALYSIS:

· Staff has researched the zoning ordinances of nine other valley cities (Exhibit B). This includes Chandler, Gilbert, Glendale, Goodyear, Peoria, Mesa, Fountain Hills, Scottsdale, and Tempe. The results are summarized as follows:

a. Consignment shops would be permitted in a zoning district equivalent to Avondale’s C-2 (Community Commercial) district in eight of the nine cities studied. The ninth city, Tempe, requires a conditional use permit to operate a resale store in a comparable zoning district.

b. Six of the nine cities do not distinguish between the retail sales of new merchandise versus used merchandise. As a result, consignment shops are located in the same zoning districts as more conventional retail stores.

· Consignment stores, like traditional new merchandise retail stores, conduct all business within enclosed buildings. Unlike thrift stores, which may have outdoor drop areas, merchandise processing areas, and overnight truck parking, consignment shops are a lower intensity use consistent with the character of the C-2 district.

· The proposed amendment clarifies the meaning of two terms currently found in the zoning ordinance. The addition of new definitions for pawn shops and thrift stores will result in a more accurate and consistent interpretation of the zoning ordinance.

· The proposed amendment will update the zoning ordinance to incorporate a use that has become extremely popular throughout the region, providing Avondale with an additional tool to attract desirable niche businesses.

FINDINGS:

- The proposed amendment is consistent with the purpose and intent of the Zoning Ordinance.
- The proposed amendment is needed to update the Zoning Ordinance.
- The proposed text amendment will not adversely affect the character of the community.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the text amendment. In addition, staff requests that the City Council work with staff to determine the most appropriate approach to addressing the Planning Commission's concerns regarding thrift stores.

PROPOSED MOTION:

I move that the Planning Commission recommend **APPROVAL** of application TA-06-09, a request to amend the zoning ordinance to allow consignment shops in the C-2 zoning district.

ATTACHMENTS:

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 [Exhibits A-D](#)

 [Ord 1241-107](#)

PROJECT MANAGER:

Ken Galica, Zoning Specialist (623) 478-3341

Proposed Text Amendment

Section 102 *Definitions*

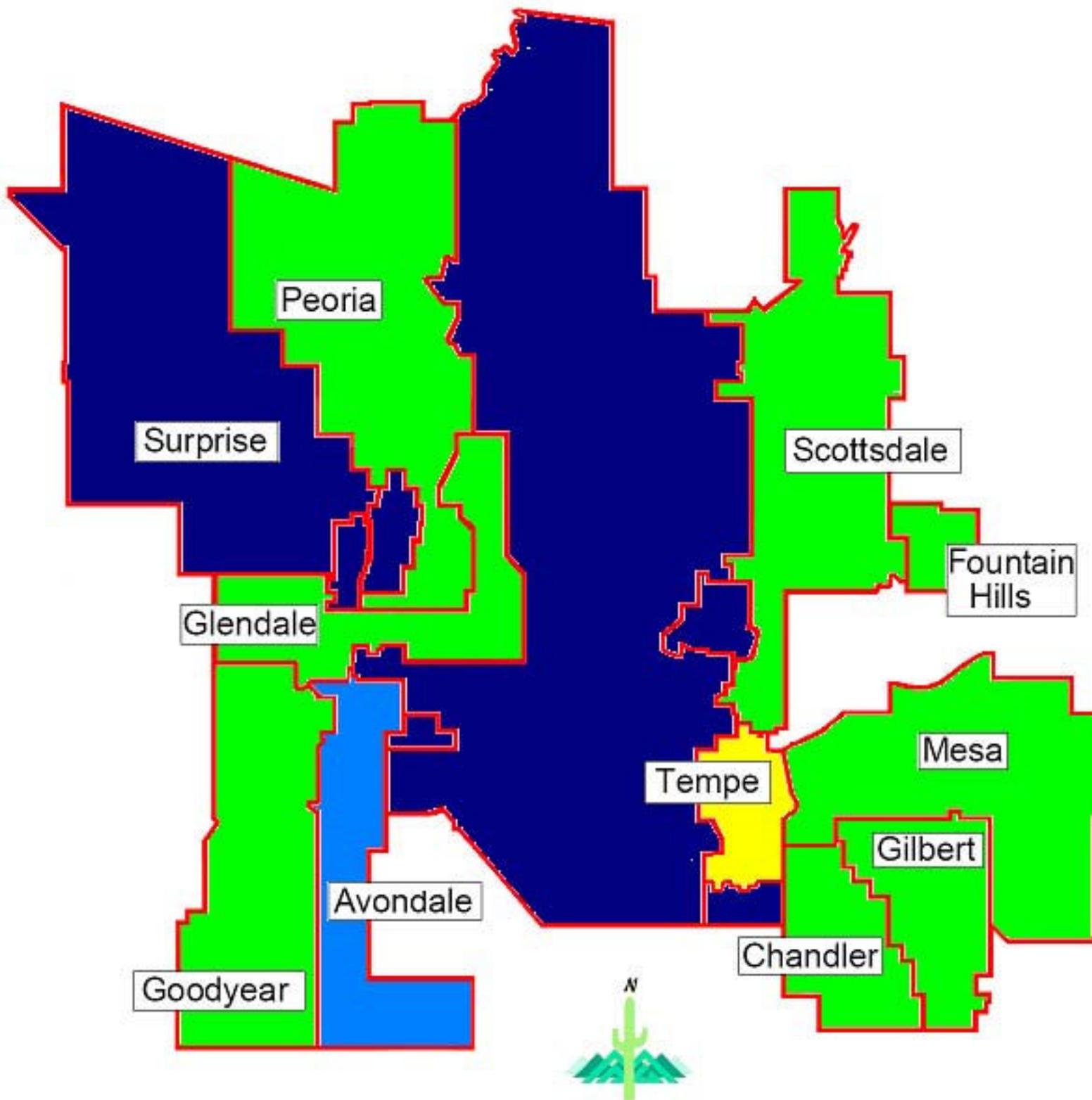
Consignment Shop – A retail establishment where previously owned merchandise such as clothing, jewelry, or furniture is consigned to a dealer who collects a fee and pays the seller after the merchandise is sold, excluding stores selling consigned vehicles, auto parts, scrap, or waste. Consignment shops are distinct from thrift stores, pawn shops, and non-consignment secondhand retail stores.

Thrift Store – A retail store owned by a profit or nonprofit organization that specializes in the sale of previously owned and/or used goods and merchandise that has been donated. Thrift stores are distinct from consignment shops, pawn shops, and non-consignment secondhand retail stores.

Pawn Shop – An establishment where money is loaned on security of personal property left in pawn and pledged as collateral, and where the pledged property may be sold to the public if not redeemed by the pledgor within a fixed period of time.

Section 303 *Land Use Matrix*

<i>Retail Uses</i>	<i>C-0</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>
Retail Sales of New Merchandise within Enclosed Buildings, excluding liquor stores.	A	P	P	P
Equipment Sales, Rental and Storage Yard	-	-	-	C
Monument Sales and Engraving Shop	-	-	-	P
Pawn Shop	-	-	-	P
Plant Nursery	-	-	C	P
Retail/Wholesale Sales of Lumber, Landscaping and Building Materials, excluding outdoor storage	-	-	C	P
Specialty Stores and Services, Indoor, excluding liquor stores.	-	P	P	P
Surplus Store, Thrift Store	-	-	-	P
Liquor Stores	-	-	C	-
<i>Consignment Shops</i>	-	-	P	-



- Consignment Shops permitted in C-2 equivalent zoning**
- Consignment Shops permitted with CUP in C-2 equivalent zoning**
- Consignment Shops not permitted in C-2 equivalent zoning**
- City/Town not included in survey**

City	Definitions	Are Consignment Stores Permitted? Which Zoning Districts?	Comments
Chandler	No Definition for Consignment Store or Thrift Store	<p>Consignment stores fall under the following use category: Retail stores selling or renting antiques and/or secondhand goods, excluding materials held solely for discard or repossession.</p> <p>Which districts are they permitted in? These types of stores are permitted in Chandler's C-2 (Community Commercial) and C-3 (Regional Commercial) districts.</p>	Chandler's code does not differentiate between consignment stores and thrift stores. Both of these types of stores are allowed in the same zoning districts. Staff feels that there are significant differences between thrift stores and consignment shops, most notably in terms of intensity, that make consignment shops more appropriate for a community commercial center.
Gilbert	No Definition for Consignment Store or Thrift Store	<p>Consignment stores fall under the following use category: Retail stores engaged in the sale of merchandise, goods, and groceries, including rental services such as party supplies, clothing, video rental, and event furnishings. Excluding building material and home improvement sales and service, furniture retail sales, convenience retail sales, commercial vehicle/equipment sales and rental, motor vehicle sales and leasing, and pawn shops.</p> <p>Which districts are they permitted in? General retail is permitted in each of Gilbert's 5 commercial zoning districts, NC (Neighborhood Commercial), CC (Community Commercial), GC (General Commercial), RC(Regional Commercial), and SC (Shopping Center).</p>	Gilbert's ordinance does not differentiate between the sales of new and used merchandise. Thrift stores, as a result, are permitted in all commercial districts.

City	Definitions	Are Consignment Stores Permitted? Which Zoning Districts?	Comments
Glendale	<p>Thrift Store: A profit or nonprofit business or organization that engages in or specializes in the sale or resale of previously owned or used goods and merchandise from an area greater than twenty-five percent (25%) of the total floor area devoted to retail sales and whose merchandise is donated or principally donated. A specialty retail store which sells used merchandise not donated for sale including, but not limited to, used record stores, used book stores, used furniture stores, and sports trading card stores, shall not be considered a thrift store for the purpose of this ordinance.</p>	<p>Consignment stores fall under the following use category: Specialty Retail Stores</p> <p>Which districts are they permitted in? Specialty retail is permitted in the P-R (Pedestrian Retail), NSC (Neighborhood Shopping Center), SC (Shopping Center), C-1 (Neighborhood Commercial), C-2 (General Commercial), and CSC (Community Shopping Center) districts.</p>	<p>Taking Glendale's approach may be the most effective solution in this case. Rather than defining consignment, Glendale's code clearly differentiates between "Thrift" stores and consignment or antique shops on the basis of how their merchandise is obtained (donated vs. purchased).</p> <p>By removing the "New" from "Retail Sales of new merchandise within Enclosed Buildings" and defining thrift/surplus stores in a similar manner, consignment stores (and antique shops, etc) would be permitted in the C-1 and C-2 districts.</p>
Goodyear	<p>No Definition for Secondhand Store</p>	<p>Consignment stores fall under the following use category: Secondhand Stores</p> <p>Which districts are they permitted in? C-2 (General Commercial)</p>	<p>Goodyear's code does not differentiate between consignment stores and thrift stores. Both of these types of stores are allowed in the same zoning districts. Staff feels that there are significant differences between thrift stores and consignment shops, most notably in terms of intensity, that make consignment shops more appropriate for a community commercial center.</p>

City	Definitions	Are Consignment Stores Permitted? Which Zoning Districts?	Comments
Peoria	<p>Donation Center: A center operated by an organization that collects and sells donated clothing and household items. All such merchandise shall be displayed and stored in an enclosed building.</p>	<p>Consignment stores fall under the following use category: Retail sales of new and used merchandise, indoor, excluding sale of automobiles, boats, RVs and motorcycles.</p> <p>Which districts are they permitted in? This category of uses is permitted in the C-1(Convenience Commercial), C-2(Intermediate Commercial), C-3(Central Commercial), C-4(General Commercial), C-5(Regional Commercial), PC-1(Planned Neighborhood Commercial), and PC-2(Planned Community Commercial) zoning districts. Donation Centers (ie, thrift stores) are permitted subject to CUP in the C-2, C-4, and C-5 commercial districts.</p>	<p>A similar approach to Glendale, a fairly specific definition of a Donation Store allows them to permit consignment type stores in commercial districts as a retail use.</p>
Mesa	<p>No Definition for Consignment Store</p>	<p>Consignment stores fall under the following use category: Retail stores, provided that all activities are conducted in enclosed buildings.</p> <p>Which districts are they permitted in? Retail Stores are permitted in the C-1 (Neighborhood Commercial), C-2 (Limited Commercial), and C-3 (General Commercial) districts.</p>	<p>Mesa's ordinance does not differentiate between the sales of new and used merchandise. Thrift stores, as a result, are permitted in all commercial districts.</p>
Fountain Hills	<p>No definition for Consignment Store</p>	<p>Consignment stores fall under the following use category: Retail stores</p> <p>Which districts are they permitted in? Retail Stores are permitted in the C-2 (Intermediate Commercial) and C-3 (General Commercial) zoning districts.</p>	<p>Fountain Hills' code does not differentiate between consignment stores and thrift stores. Both of these types of stores are allowed in the same zoning districts. Staff feels that there are significant differences between thrift stores and consignment shops, most notably in terms of intensity, that make consignment shops more appropriate for a community commercial center.</p>

City	Definitions	Are Consignment Stores Permitted? Which Zoning Districts?	Comments
Scottsdale	No definition for Consignment Store	<p>Consignment stores fall under the following use category: Retail Sales - Clothing Store</p> <p>Which districts are they permitted in?</p> <p>Retail - Clothing Stores are permitted in the PNC (Planned Neighborhood Center), PCC (Planned Community Center), PRC (Planned Regional Center), D (Downtown), C-2 (Central Business District) and C-3 (Freeway Commercial) zoning districts.</p>	Classifying consignment stores as "clothing stores" differentiates these businesses from thrift stores, which sell a wider variety of used merchandise and are permitted in fewer districts.
Tempe	<p>Resale Items - A business selling previously used and factory re-conditioned products to the consumer, including but not limited to consignment, donation distribution centers, pawn shops, rent-to-own, and antique shops.</p>	<p>Consignment stores fall under the following use category: Resale Items</p> <p>Which districts are they permitted in?</p> <p>Consignment stores are permitted in the CSS (Commercial Shopping and Services), CC (City Center), PCC-1 (Planned Commercial Center - Neighborhood), PCC-2 (Planned Commercial Center - General), and RCC (Regional Commercial Center) zoning districts subject to a Use Permit</p>	Requirement for a Use Permit gives staff and City Council the opportunity to review each proposed business on a case by case basis. This approach ensures that the location of the consignment store is appropriate, but does not put a further burden on staff, Planning Commission, and City Council.

Excerpt of the Minutes of the City Council meeting held November 6, 2006 at 7:00 p.m. in the Council Chambers.

Members Present

Mayor Lopez-Rogers and Council Members

Chuck Wolf, Vice Mayor
Jim Buster
Frank Scott
Ken Weise
Jason Earp
Betty Lynch

ALSO PRESENT

Charlie McClendon, City Manager
Andrew McGuire, City Attorney
Linda Farris, City Clerk

**REQUEST TO INITIATE A TEXT AMENDMENT TO ALLOW
CONSIGNMENT STORES IN THE C-2 (COMMUNITY COMMERCIAL)
ZONING DISTRICT**

Dave Fitzhugh explained that this is a request for Council to initiate an amendment that would differentiate from consignment stores and thrift stores in a C-2 District. He stated that our current zoning code does not differentiate between the two.

Vice Mayor Wolf moved that staff move forward on the zoning text amendment to allow consignment stores in C-2 Community Commercial Zoning District. Council Member Earp seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Scott	Aye
Council Member Buster	Aye
Mayor Lopez-Rogers	Aye
Vice Mayor Wolf	Aye
Council Member Lynch	Aye
Council Member Weise	Aye

Motion passed unanimously.

Excerpt of the Minutes of the Planning Commission meeting held December 14, 2006, at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Nathan Cottrell, Commissioner
Kevin Grimsley, Commissioner
Michael Alcorn, Commissioner
Edward Meringer, Commissioner
Alan Lageschulte, Chairperson
Lisa Copeland, Commissioner

COMMISSIONERS ABSENT:

David Iwanski, Commissioner (Excused)

CITY STAFF PRESENT

Nathan Crane, Principal Planner
David Fitzhugh, Interim Development Services Director
Ken Galica, Zoning Specialist

APPLICATION NO.: TA-06-9

APPLICANT: City Council

REQUEST: This is a City council initiative to amend Section 102 Definitions, and Section 303 Land Use Matrix, by adding definitions for pawn shops, and consignment shops, and thrift stores, and amending the districts in which consignment stores are permitted. Staff Contact: Ken Galica (623) 478-3341.

Mr. Galica presented the staff report for TA-06-9 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the proposed text amendment.

Chairperson Lageschulte asked the Commission if they had questions.

Commissioner Grimsley asked if this application was initiated at the recommendation of an applicant. Mr. Galica explained that Mrs. Ellen Fine and her husband had requested the City Council initiate this text amendment. They hope to operate a consignment store in the Coldwater Station commercial development.

Chairperson Lageschulte asked if a clear definition would be established regarding consignment shops. He expressed concern with the type of shop that would be defined as consignment. Mr. Galica stated that staff would have the opportunity to review each request through the Tenant Improvement process. In addition, the C-2 zoning district does not allow outdoor uses unless specified in the zoning ordinance.

Commissioner Alcorn agreed with the Chair's concerns and stated he has the same concerns. He stated that the Hospice of the Valley stores are non-profit and that he is in favor of those types of stores. Commissioner Alcorn cited two varieties of consignment stores which he hoped not to see in Avondale: Mobile home consignment and used hotel furnishings.

Commissioner Cottrell asked staff to describe which areas of the city allow for consignment stores. Mr. Galica stated that consignment shops are currently only permitted in the Old Town Avondale Business District. Commissioner Cottrell asked if shops would be limited to interior sales. Mr. Galica explained that any outdoor displays are subject to a temporary use permit, which provides staff the opportunity to review each on a case by case basis. Permanent outdoor sales would not be permitted.

Chairperson Lageschulte opened the meeting for public comment on TA-06-9.

Tim O'Neil, 10429 South 182nd Drive, Goodyear, Vice President of Retail Operations for Goodwill, stated they support this recommendation and also recommend that thrift stores be included in this amendment. Mr. O'Neil stated some of the issues of concern related to outside storage and the image in the community. He said the new models of the Goodwill stores are as aesthetically pleasing as those displayed for the Commission. He asked the Commission include Goodwill Stores in this text amendment. If this cannot be accomplished tonight, he asked this item be continued to allow staff the opportunity to review the text amendment.

Ellyn Fine, 15486 West Fairmont Avenue, Goodyear, stated she wishes to open the consignment shop in Avondale. She asked if the Commission had questions for her related to her business.

In addition, Chairperson Lageschulte stated three speakers cards were submitted for this amendment, which were all in favor.

Allyn Fine, 15486 West Fairmont Avenue, Goodyear, stated that he is not in favor of postponing this text amendment to include the request from Goodwill Industries. He stated his store is currently under construction and he does not wish to delay construction. Mr. Fine provided information for the Commission as to what constitutes a consignment store.

As there were no more comments made, Chairperson Lageschulte closed the public hearing.

Mr. Fitzhugh explained that the Long Range Planning Director, Mr. Svoboda, will be reviewing the commercial districts that currently exist within the zoning code. This may be an opportunity to conduct a more comprehensive review of the uses that are contained in this district.

Tim O'Neil stated when speaking of consignment stores, he said the wording in the text amendment states that difference between thrift stores and consignment stores is that there is no outside storage, no outside processing, and that no donations are received on site. He explained, based on this definition, this would allow for profit corporations that operate thrift stores nation wide. Based upon the wording of this text amendment, those profit corporations would qualify. He believes the competition should not have the advantage or opportunity to remove money from the community.

Mr. Fitzhugh reminded that the C-2 zoning district does prohibit outdoor storage of any kind.

Chairperson Lageschulte expressed concerns with a store such as Savers.

Commissioner Alcorn stated that Savers can configure their business to where they are the company making the profit. He suggested the word 'non profit' is most important.

Mr. Fitzhugh reviewed the definitions for consignment shop and thrift store. He stated that he did not believe a store such as Savers would be considered a consignment shop since these stores do not pay the original merchandise owner following the sale of an item.

Commissioner Alcorn stated the amendment should be approved, but if a thrift store was approved it should be non profit.

Mr. Crane reminded the Commission that this amendment is related to land use only. It would be difficult to distinguish two stores based on how their business is conducted rather than a land use issue. Mr. Crane stated the Planning Commission must provide a clear recommendation to the City Council or postpone this item until more information can be provided by staff.

Commissioner Cottrell suggested a slight change to the text to include thrift stores, retail stores, etc. that have items donated on sight and consignment stores, which does not have items donated on site. He believes the thrift store text is acceptable.

Commissioner Cottrell suggested the text read "...once the merchandise is sold without having a onsite donation center..." In addition the text for thrift store should read "...and or used goods or merchandise that has been donated at an onsite donation center".

Tim O'Neil suggested that text be added to explain that pawn shops are distinct and that not all thrift stores have the same clientele as that of consignment stores. If thrift store and consignment stores are similar and both require a conditional use permit, all issues are eliminated as each conditional use permit is reviewed individually.

Commissioner Copeland suggested the Commission have staff review this concern and provide some guidance for the Commission.

Mr. Crane stated if the Commission chooses to recommended approval to the City Council, the Commission can ask that staff determine the differences between the two types of stores of concern.

Commissioner Cottrell expressed concern with outside storage.

Chairperson Lageschulte called for the motion.

Commissioner Cottrell made a MOTION to RECOMMEND APPROVAL of Text Amendment TA-06-9, a request to amend the Zoning Ordinance to allow consignment shops in the C-2 zoning district with recommendations to modify language in the thrift and consignment store definition and to have staff and Council address issues with a Conditional Use Permit requirement on the consignment stores.

Commissioner Copeland SECONDED the MOTION.

Commissioner Alcorn stated the Conditional Use Permit should be process as soon as possible for the Finds.

Mr. Crane explained the text amendment was advertised with particular verbiage. If this is changed by the Planning Commission, it will need to be re-advertised and return to Planning Commission.

Commissioner Copeland said she is concerned for the Fines and does not wish to postpone their efforts, although all needs need to be addressed. She asked for staff's guidance.

Mr. Crane explained that a motion could be made to approve this text amendment as written with a discussion by the Planning Commission that the Council should initiate an amendment to address thrift stores in the C-2 district.

Commissioner Cottrell revised his motion. He made a MOTION that the Planning Commission RECOMMEND APPROVAL of Text Amendment TA-06-9, a request to amend the Zoning Ordinance to allow consignment shops in the C-2 to zoning district, with the recommendation that staff address the minor language issues in the definitions, and also with the recommendation that staff and the City Council review the districts in which thrift stores are allowed.

Commissioner Copeland SECONDED the MOTION.

Commissioner Grimsley stated the difference between a consignment store and a thrift store is goods that were donated versus goods that are to be sold for a profit. He felt the motion did not need any modification. He added that he would accept the motion as stated.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

ORDINANCE NO. 1241-107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 1, ADMINISTRATION AND PROCEDURES, AND SECTION 3, COMMERCIAL DISTRICTS AS SHOWN IN FILENAME TA-06-09, RELATING CONSIGNMENT SHOPS, THRIFT STORES AND PAWN SHOPS.

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the Council of the City of Avondale (the “City Council”) were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, pursuant to the required notices under ARIZ. REV. STAT. § 9-462.04, the Commission held a public hearing on this Ordinance on December 14, 2006; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing on this Ordinance on January 2, 2007.

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

SECTION 1. That the City of Avondale Zoning Ordinance, Section 102, Definitions, is hereby amended by adding the following new definitions:

“Consignment Shop” means a retail establishment where previously-owned merchandise, such as clothing, jewelry or furniture is consigned to a dealer who collects a fee and pays the seller after the merchandise is sold, but shall not include stores selling consigned vehicles, auto parts, scrap or waste. Consignment shops are distinct from thrift stores, pawn shops and non-consignment secondhand retail stores.

“Thrift store” means a retail store that specializes in the sale of previously-owned and/or used goods and merchandise that has been donated. Thrift stores are distinct from consignment shops, pawn shops and non-consignment secondhand retail stores.

“Pawn shop” means an establishment where money is loaned on security of personal property left in pawn and pledged as collateral, and where the pledged property may be sold to the public if not redeemed by the pledgor within a fixed amount of time.

SECTION 2. That the City of Avondale Zoning Ordinance, Section 303, Land Use Matrix, is hereby amended as follows:

Retail Uses	<i>C-0</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>
Retail Sales of New Merchandise within Enclosed Buildings, excluding liquor stores.	A	P	P	P
Equipment Sales, Rental and Storage Yard	-	-	-	C
Monument Sales and Engraving Shop	-	-	-	P
Pawn Shop	-	-	-	P
Plant Nursery	-	-	C	P
Retail/Wholesale Sales of Lumber, Landscaping and Building Materials, excluding outdoor storage	-	-	C	P
Specialty Stores and Services, Indoor, excluding liquor stores.	-	P	P	P
Surplus Store, Thrift Store	-	-	-	P
Liquor Stores	-	-	C	-
CONSIGNMENT SHOPS	-	-	P	-

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 2, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney