

CITY COUNCIL AGENDA

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

REGULAR MEETING
March 5, 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 CITY MANAGER'S REPORT

- a. [2007 State Legislative Update](#)
- b. [Introduction of Development Services Staff](#)

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. [APPROVAL OF MINUTES](#)

- a. Regular meeting of February 20, 2007
- b. Work Session of February 20, 2007
- c. Work Session of February 12, 2007
- d. Work Session of February 10, 2007

b. [AWARD A CONSTRUCTION CONTRACT FOR THE ONSITE SODIUM HYPOCHLORITE GENERATION SYSTEM, PHASE 2 NORTHSIDE BOOSTER PUMP STATION TO PCL CONSTRUCTION, INC.](#)

Staff is requesting that the City Council award a contract to PCL Construction, Inc. for the purpose of constructing the Onsite Sodium Hypochlorite Generation System, Phase 2 Northside Booster Pump Station for an amount not to exceed \$628,620 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. [AWARD OF ELECTRICAL SERVICE CONTRACT - KEARNEY ELECTRIC - GATEWAY PRODUCTION FACILITIES LIGHTING AND ELECTRICAL UPGRADES](#)

Staff is requesting that the City Council award an electrical services contract to Kearney Electric to install lighting and electrical upgrades at the Gateway Production facilities, by utilizing the Maricopa County Electrical Services Contract (03017-S), for an amount not to exceed \$75,687.66 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. [PROFESSIONAL SERVICES AGREEMENT - DIBBLE AND ASSOCIATES -INTERSECTION IMPROVEMENTS - VAN BUREN STREET AT DYSART ROAD](#)

Staff is requesting that the City Council approve a professional services agreement with Dibble and

Associates to provide design services for intersection improvements on Van Buren Street at Dysart Road in the amount of \$57,260 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **MATERIALS PURCHASE CONTRACT - VALMONT INDUSTRIES - AVONDALE BOULEVARD & WHYMAN AVENUE TRAFFIC SIGNAL**

Staff is requesting that the City Council award a materials purchase contract to Valmont Industries to pre-purchase traffic signal poles and appurtenances in advance of the installation of traffic signals at the intersection of Avondale Boulevard and Whyman Avenue in the amount of \$98,300 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **REQUEST FOR CONTIGENCY FUNDS FOR EMERGENCY IT PURCHASES**

Staff is requesting that the City Council approve the purchase of a fiber switch, additional disk space and a KVM (keyboard, video & monitor) device utilizing contingency funds in the amount of \$91,125. The Council will take appropriate action.

g. **RESOLUTION 2630-307 AND RESOLUTION 2631-307- INTERGOVERNMENTAL AGREEMENTS - TOLLESON UNION HIGH SCHOOL DISTRICT – SCHOOL RESOURCE DETECTIVE PROGRAM**

Staff is requesting that the City Council adopt (2) two resolutions authorizing an intergovernmental agreements with the Tolleson Union High School District to share the cost of providing a School Resource Detective during the school year at both La Joya High School and Westview High School. The Council will take appropriate action.

h. **RESOLUTION 2633-307- INTERGOVERNMENTAL AGREEMENT - REGIONAL FAMILY ADVOCACY CENTER - AVONDALE, GOODYEAR, AND BUCKEYE POLICE DEPARTMENTS**

The Council will consider a resolution authorizing an intergovernmental agreement with the cities of Goodyear and Buckeye in order to create a regional Family Advocacy Center. The Council will take appropriate action.

i. **RESOLUTION 2626-307- ARIZONA STATE PARKS HERITAGE GRANT - FESTIVAL FIELDS**

The Council will consider a resolution authorizing the submittal of an application for an Arizona State Parks Heritage Grant in the amount of approximately \$775,000. The Council will take appropriate action.

j. **RESOLUTION 2629-307 - ARIZONA STATE TRAILS HERITAGE GRANT**

The Council will consider a resolution authorizing the submittal of an application for an Arizona State Trails Heritage Grant in the amount of approximately \$85,000. The Council will take appropriate action.

k. **RESOLUTION 2632-307 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY - STREET LIGHTING IMPROVEMENTS PROJECT - INDIAN SCHOOL ROAD - OLD LITCHFIELD ROAD TO DYSART ROAD**

Staff is requesting that the City Council adopt a resolution authorizing an intergovernmental agreement with Maricopa County for Street Lighting Improvements on Indian School Road from Old Litchfield Road to Dysart Road, authorizing the transfer of \$390,000 from line item 304-1158-00-8410, Elm Lane Drainage Mitigation, to a proposed line item for the Street Lighting Improvements Project on Indian School Road, and authorizing the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **MASTER SITE PLAN FOR SUMMIT AT AVONDALE (DR-06-3)**

Master site plan for Phase I of Summit at Avondale and final site plan for hotel/conference center, parking garage/retail shops, and office building

6 **CONSIDERATION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH AVONDALE BOULEVARD, L.L.C. FOR THE DEVELOPMENT OF A MIXED-USE PROJECT WITH A SHERATON HOTEL, OFFICE, RETAIL, RESTAURANTS, PARKING GARAGE**

Staff is requesting that the City Council approve an Economic Development Agreement with Avondale Boulevard, L.L.C, to facilitate the development of a mixed-use project at the southwest corner of Avondale Boulevard and Interstate 10. The Council will take appropriate action.

7 DISCUSSION ITEMS

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

8 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase of property.

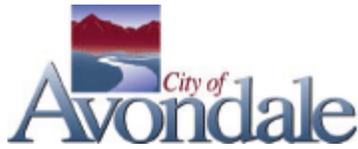
9 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda M Farris".

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:
2007 State Legislative Update

MEETING DATE:
March 5, 2007

TO: Mayor and Council
FROM: Shirley Gunther
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is update the City Council regarding current and pending State legislative issues and to receive possible policy direction.

BACKGROUND:

The City Council authorized the City's 2007 State Legislative Program on December 11, 2006 and received an update during the Work Session on February 20, 2007. Staff will continue to come before the City Council on a regular basis throughout the legislative session to provide updates and seek additional policy direction, as needed.

DISCUSSION:

HB 2369 - temporary signage; preemption; abatement Sponsor: Robson (Chandler)

Preempts Local Authority Regarding Cities Sign Ordinance

- Requires that City's impose ordinances that permit the posting, display or use of sign walkers.
- Requires that City establish a fee, not to exceed \$25 for permit to post, display or use sign walkers.
- The permit shall allow for up to 10 sign walkers and permit shall last for 30 days.

The House Engrossed Version also prohibits cities from restricting commercial sign walkers and is very unclear as to whether cities will have the ability to control where the signs can be displayed.

The city of Avondale currently does not allow sign walkers to advertise in the public right of way, but they are allowed on private property. This bill would preempt our ordinance and legalize these signs to locate on sidewalks and street corners.

The bill is ready for Third Read. The City of Avondale has opposed the bill because it preempts local authority.

SB 1359 - municipal utilities; tenant nonpayment Sponsor: Gray (Mesa)

SB 1359 prohibits Cities from requiring a property owner to pay unpaid user fees as a condition of providing new service or restoring service to a lessee who is responsible for the payment of utility user fees.

Almost 40% of Avondale's single family homes are rental property. Avondale incurs several hundred delinquent utility fees (per month) from a lessee. The monthly delinquent utility fee is approximately \$75 - \$100.

The change being proposed in SB 1359 could greatly affect all rate payers as the unpaid costs will shift paying customers.

This bill came from a Landlord in Peoria.

The bill was recently transmitted to the House and has not been assigned a committee. Avondale has not taken a position on this measure yet.

SB 1423 municipal development fees Sponsor: Bee (Tucson)

SB 1423 permits a municipality to modify an established development fee and establishes new requirements and modifies existing requirements for the assessment or modification of development fees. The measure prohibits monies received from any development fee from being used to provide any necessary public service other than that for which the development fee was assessed.

The bill permits a development fee to be assessed against a developer of residential dwelling units later than when the construction permit is issued, but no later than 15 days after the issuance of a certificate of occupancy, if specified in a development agreement. The agreement may require the value of any deferred fees to be supported by appropriate security, including a surety bond, letter of credit or cash bond.

It also, requires the governing body of a municipality to adopt or amend an infrastructure improvements plan (plan) before the assessment of a new or modified fee and no earlier than 30 days after a public hearing on the plan.

Additionally, the bill permits a municipality to amend a plan without a public hearing if the amendment addresses only elements of necessary public services that are included in the existing plan and if public notice of these amendments is provided at least 14 days in advance of their effective date.

SB 1423 passed the Senate and was transmitted to the Senate Tuesday, February 27 2007. Avondale Members, Senator Blendu and Senator Rios voted Yes on the measure.

Avondale has remained neutral on this bill.

SB 1246 urban revenue sharing; tax credit Sponsor: R. Burns (Glendale)

SB 1246 establishes an individual income tax credit for residents of unincorporated areas. The amount of the credit is 15 percent of a taxpayer's tax liability after applying all other credits. The bill reduces the amount of net proceeds to the Urban Revenue Sharing Fund by the total amount of income tax credits allowed for taxable years beginning in the fiscal year two years preceding the current fiscal year. The bill also requires that a taxpayer reside outside the corporate boundaries of an incorporated city or town in this state for an entire taxable year before qualifying for the credit.

SB 1246 FAILED in Senate Appropriations by a very close vote of 5 – 6.

Avondale submitted a slip of opposition to this measure as it preempts local control.

SB 1406 SB1604 major event reimbursement fund Sponsor Blendu (Glendale/Avondale)

Establishes the Major Event Public Safety Reimbursement Fund overseen by the Department of Administration. The bill requires a host community to conduct a study determining the estimated economic benefit to the state and requires the State Treasurer to deposit an undetermined percent of the estimated total measurable economic benefit to the state General Fund to the Fund no later than 90 days after the last day of the event.

SB 1406 was HELD in Senate Appropriations.

Avondale has remained neutral on this issue but has been working with the city of Glendale and other stakeholders.

HB 2391 spirituous liquor; omnibusSponsor Crandall (Mesa)

HB 2391 modifies the statutes that regulate the spirituous liquor industry. The bill permits the surrender of a liquor license on the next annual expiration date, after DLLC determines the licensee no longer operates as a restaurant. Stipulates that a surrendered license cannot be renewed, but the person may apply for a new license.

It also stipulates that surrendering a liquor license is not considered a revocation of the license. It triggers an audit or license termination when a restaurant is operating under a modified license, if the licensee makes any changes to materially or detrimentally affect the premises.

The League and several cities have raised the following concerns:

No Accountability

Allows a bad restaurant licensee whose food sales consistently fall below 30% - be allowed to “surrender” their license. Current state law requires that these negligent bad actors have their licenses “REVOKED”, that the revocation shows up on their record and that they wait for a minimum of 12 months before applying for a new license. This bill allows them to walk away with no record. Moreover, they are allowed to turn around and automatically apply for a brand new license.

Keeps “Back-Door Bars”

The bill states that despite the Liquor Director notifying a licensee that they have failed to meet the already reduced food sales threshold, the licensee doesn’t have to surrender their license until the *next annual* expiration date. Current state law stipulates that these negligent licensees have their license *automatically* revoked.

Legal Loophole

In order for a licensee to be liable for having an underage person drinking in their restaurant the licensee must have “actual knowledge” that the person is underage. This creates a legal loophole and incentive for someone to “look the other way” when someone shows their ID, thereby not having “actual knowledge”.

Prohibits Stronger Underage Drinking Ordinances

Prohibits municipalities’ local ordinances from interfering with the licensee’s ability to comply with the bill. This also prohibits cities from requiring stronger underage identification checking procedures if they deem necessary.

As of Wednesday, January 28, 2007 the bill was on the House Third Read calendar ready for a full vote of the House.

Avondale has been actively opposing HB 2391 as it preempts local control.

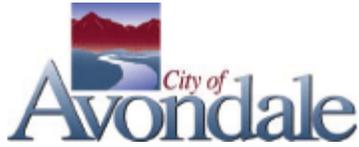
RECOMENDATION:

None. For information and direction only.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Introduction of Development Services Staff

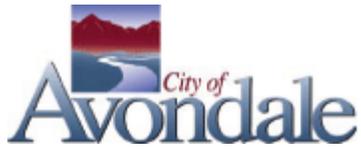
MEETING DATE:
March 5, 2007

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

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Approval of Minutes

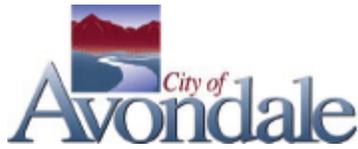
MEETING DATE:
March 5, 2007

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

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Award a Construction Contract for the Onsite Sodium Hypochlorite Generation System, Phase 2 Northside Booster Pump Station to PCL Construction, Inc.

MEETING DATE:

March 5, 2007

TO: Mayor and Council

FROM: Steve Ruppenthal, Water Operations Superintendent 623-333-4433

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a contract to PCL Construction, Inc. for the purpose of constructing the Onsite Sodium Hypochlorite Generation System, Phase 2 Northside Booster Pump Station for an amount not to exceed \$628,620 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

Disinfection of the City's drinking water supply reduces the potential for biological contamination. Operating costs associated with Calcium Hypochlorite tablet (tablet) disinfection systems used at the Northside and Rancho Santa Fe Booster Stations, have increased significantly over the past three years. Research concludes that annual operating costs associated with disinfection at these sites can be reduced significantly by replacing existing tablet disinfection system with on-site hypochlorite generation systems (generation).

The installation of a generation system at the Rancho Santa Fe Booster Station was recently completed. Upon completion of the Northside facility, all of the major booster stations will use this type of disinfection system. The Northside Arsenic Treatment Facility is located on the southwest corner of Indian School Road and El Mirage Road (See attached vicinity map). The construction of this project was a result of the Environmental Protection Agency (EPA) lowering the Maximum Contaminate Level (MCL) for arsenic concentrations within drinking water supplies from 50 parts per billion (ppb) to 10 ppb.

The City Council authorized Wilson & Company to develop design and construction documents for the arsenic treatment system, on December 6, 2004. This authorization included a provision for Wilson to assist the City in selecting a Construction Manager at Risk (CM@R) to expedite the design and construction process. Council awarded a CM@R contract to PCL Civil Constructors on April 18, 2005 to assist with design and to construct the facility. Construction of the Arsenic Treatment Facility was completed in November, 2006. Testing and plant commissioning are on-going.

DISCUSSION:

Staff had planned to include upgrades of the chlorination system from the tablet system to the generation system as a contingency item in the original CMAR contract with PCL. The original cost estimate provided by PCL, during the construction phase, to construct the on-site generation facilities was higher than preliminary cost estimates. At that time, staff elected to postpone these upgrades, and competitively bid the on-site generation project upon completion of the Arsenic facility.

The bid announcement for this contract was advertised in the West Valley View on January 23rd and 26th, 2007, in the AZ Business Gazette on January 25, 2007 and on Buy Hub. A mandatory pre-bid meeting was held on January 21, 2007, and was attended by three potential bidders: The Weber Group, PCL and JayPacific construction. Two contractors submitted bids for this project, the Weber Group and PCL. The Weber Group's

submittal was rejected for failure to comply with the bid specifications, leaving PCL as the lowest responsive bidder. No complaints have been lodged against PCL Construction, according to the State Registrar of Contractors Office. PCL has successfully completed construction of the Arsenic Treatment Facility, and was recently awarded the CMAR contract for the Water Reclamation Plant Expansion. The scope of the contract will include:

- Installation of On-site generation disinfection equipment
- Relocation and upgrades to the Well 6 electrical and control systems

Under the terms of the project, the contractor is allowed 120 calendar days to complete the project. The tentative completion schedule for the project is:

- | | |
|---|---------------|
| · Award by Council | March 5, 2007 |
| · Pre-Construction Conference/Notice to Proceed | April 5, 2007 |
| · Begin Work | May 1, 2007 |
| · Project complete | July 30, 2007 |

BUDGETARY IMPACT:

Funding is available in the Wellhead Treatment line item (513-1068-00-8520) of the Capital Improvement Project budget

RECOMENDATION:

Staff recommends that the City Council award a contract to PCL Construction, Inc. for the purpose of constructing the Onsite Sodium Hypochlorite Generation System, Phase 2 Northside Booster Pump Station for an amount not to exceed \$628,620 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

Attachments:

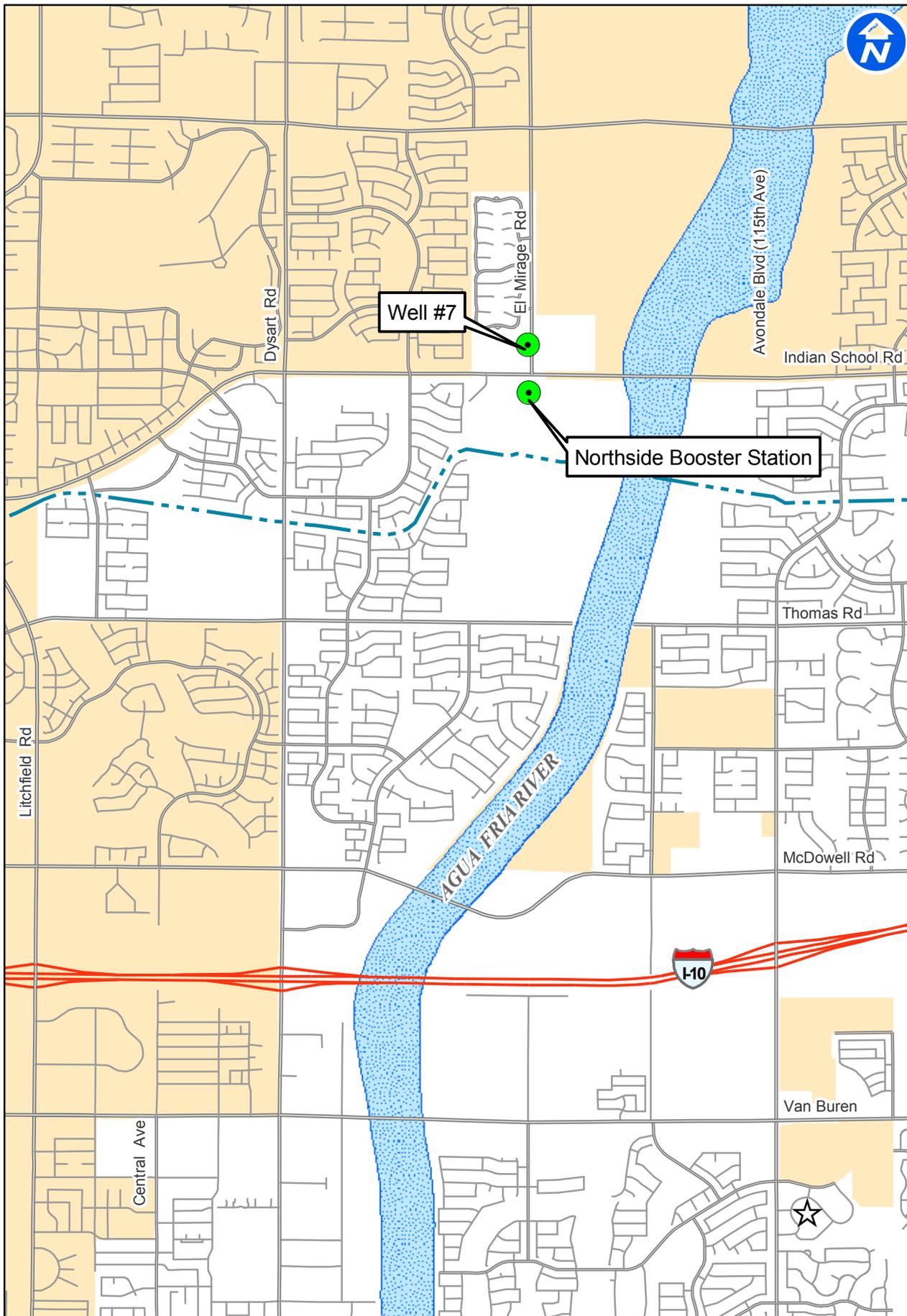
Contract on file in the City Clerk's Office

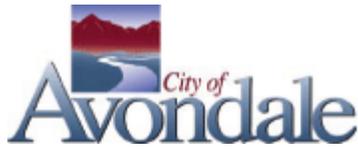
ATTACHMENTS:

Click to download

 [Vicinity map](#)

VICINITY MAP





CITY COUNCIL REPORT

SUBJECT:

Award of electrical service contract - Kearney Electric - Gateway production facilities lighting and electrical upgrades

MEETING DATE:

March 5, 2007

TO: Mayor and Council

FROM: Steve Ruppenthal, Water Operations Superintendent 623-333-4433

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award an electrical services contract to Kearney Electric to install lighting and electrical upgrades at the Gateway Production facilities, by utilizing the Maricopa County Electrical Services Contract (03017-S), for an amount not to exceed \$75,687.66 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The Gateway Production facilities are located north of Costco, east of 99th Ave (refer to vicinity map). These facilities consist of a detached well facility, wellhead treatment facilities, a 1 million gallon reservoir and booster facilities. Constructed in 2005, these facilities supplement water supplies for development in the eastern portion of Avondale.

DISCUSSION:

Existing site lighting fixtures at the Gateway facilities are mounted on the block wall and pump building and do not provide adequate lighting/visibility for the entire facility after dark. Due to the relatively isolated location of this facility, staff has voiced safety concerns when responding to after-hours callouts to this facility. This site has experienced vandalism and a number of thefts, which have been reported to the Police Department. The lighting upgrades will also provide a location to mount motion sensors, to further enhance security features at this location. The contractor will also install the infrastructure to allow the installation of an automatic gate, which will then be integrated into the site security and access control system.

In an effort to complete these upgrades in an expedient manner, Kearney Electric was selected from a list of qualified electrical contractors using the Maricopa County Electrical Service Contract No. 03017-S. This contractor has successfully completed a number of projects for the City.

BUDGETARY IMPACT:

Funding is available within the Water Resources – Water Production Operation & Maintenance budget to complete these upgrades.

RECOMENDATION:

Staff recommends that the City Council award an electrical service contract to Kearney Electric to install lighting and electrical upgrades at the Gateway Production facilities, by utilizing the Maricopa County Electrical Services Contract (03017-S), for an amount not to exceed \$75,687.66 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

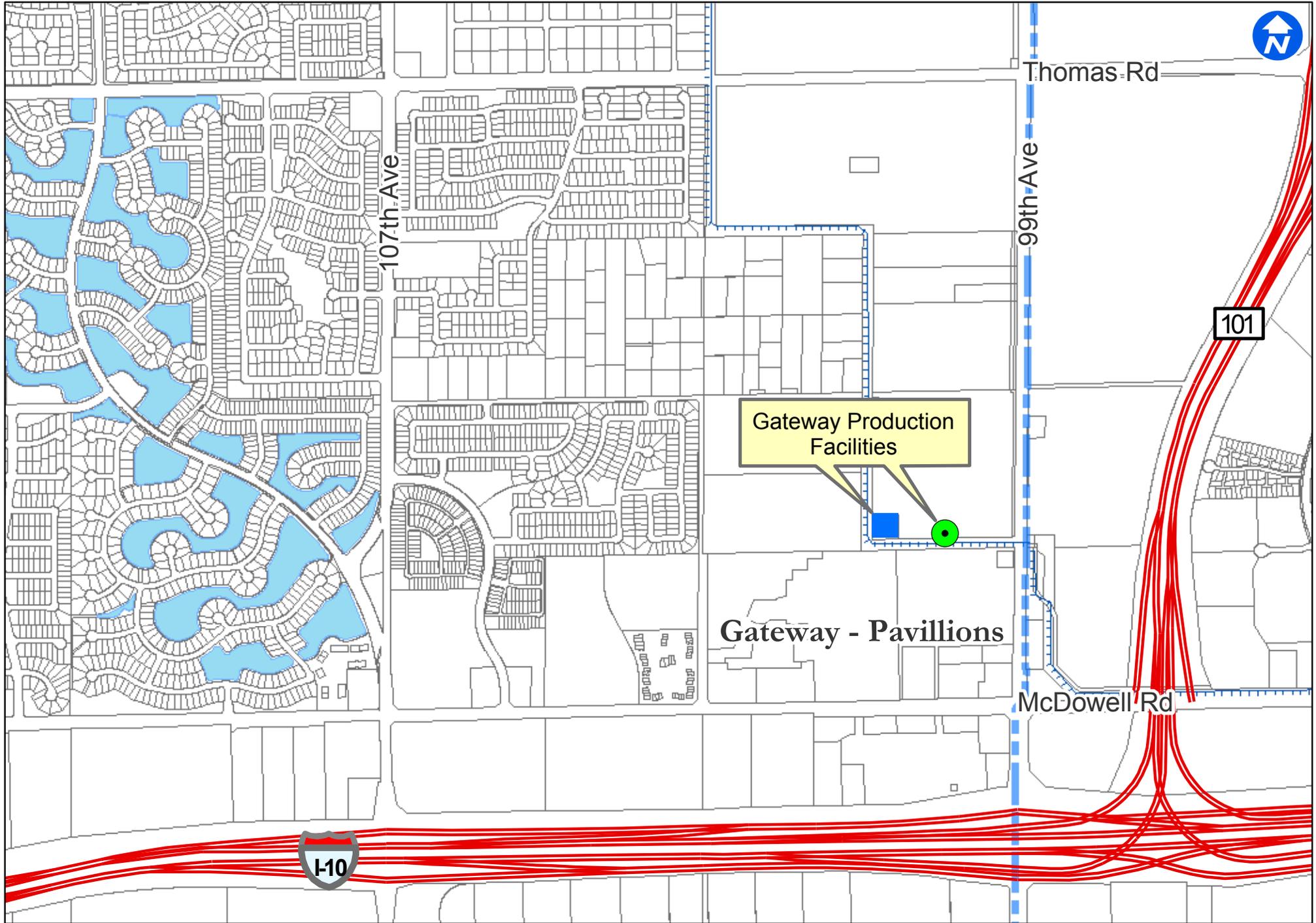
ATTACHMENTS:

[Click to download](#)

 [Vicinity map](#)

 [Agreement](#)

LOCATION MAP



Gateway Production Facilities

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KEARNEY ELECTRIC, INC.**

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of March 5, 2007, between the City of Avondale, an Arizona municipal corporation (the “City”) and Kearney Electric, Inc., an Arizona corporation (“Contractor”).

RECITALS

A. After a competitive procurement process, Maricopa County (“Maricopa”) entered into Contract No. 03017-S with the Contractor for lighting and electrical upgrades (the “Maricopa Contract”). The Maricopa Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase the lighting and electrical upgrades under the Maricopa Contract without further public bidding, and the Maricopa Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase the lighting and electrical upgrades under the Maricopa 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 provide the lighting and electrical upgrades at the Gateway production and booster facility under the terms and conditions of the Maricopa Contract only after the Contractor receives a purchase order from the City for said lighting and electrical upgrades as set forth in Exhibit A.

2. The total purchase price for the lighting and electrical upgrades as authorized in this Agreement are not to exceed \$75,687.66.

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”

KEARNEY ELECTRIC, INC.,
an Arizona corporation

By: _____

Name: _____

Its: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KEARNEY ELECTRIC, INC.

[Maricopa Contract]

See following pages.

SERIAL 03017 S ELECTRICAL SERVICES (NIGP 91082)

DATE OF LAST REVISION: March 08, 2006 CONTRACT END DATE: July 31, 2009

CONTRACT PERIOD THROUGH ~~JULY 31, 2006~~ JULY 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **ELECTRICAL SERVICES (NIGP 91082)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 30, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Clerk of the Board
 Steve Varscak, Facilities Management
 Kathy Sicard, Materials Management

(Please remove Serial 98089-MS from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **ELECTRICAL SERVICES (NIGP91082)**

1.0 **INTENT:**

The intent of this Invitation For Bids is to source responsive/responsible contractors to provide comprehensive electrical services, grouped as low and high voltage electrical service, for the County Facilities Management Department (FMD) or other County departments, at various County owned/leased buildings on as as-needed basis. This will be a multiple award contract.

The work shall consist of electrical repairs, maintenance, and retrofitting for electrical distribution systems up to 15,000 volts, single and three phase. The service will be broken into two groups:

Group A:	Low voltage	Residential and/or Commercial (Up to 600V)
Group B:	Medium/High voltage	Commercial and/or Industrial (600V to 15kV)

The types of equipment the contractor shall be required to perform services are, but not limited to: air switches; wire/cable replacement; transformers; switchgear and switchboard assemblies; circuit breakers; grounding systems; panel boards; motor control centers; emergency and normal lighting, and power systems.

Other County departments may use this contract for electrical services. Facilities Management is not responsible for contract administration for services requested by other County agencies.

2.0 **TECHNICAL SPECIFICATIONS**

2.1 Hours of service:

REGULAR SERVICE shall be work performed at regular County business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays.

AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY & HOLIDAY SERVICE shall be work performed during Sunday or during any County holiday.

Due to the nature of many County facilities operating on a seven/twenty-four schedule, each contractor awarded this bid shall make available to the County electrical services 365 days per year, 24 hours per day.

2.2 Response time to all *regular* service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during business hours, which shall be two (2) hours. *After Hours* and *Sunday and Holiday* request shall have a three (3) hour response time. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

This contract will be awarded to multiple contractors. If so, the vendor of record having the lowest bid price shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. This must be documented by the County. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.3 Types Of Service Work:

2.3.1 GROUP A -- Low Voltage, 600V AC maximum: Residential/Commercial.
This group shall be for all electrical services under six hundred (600) volts AC. Repairs and services such as, but not limited to: switchboards; panel boards; motor control centers; relay cabinets; emergency power and normal power systems.

GROUP B -- High voltage, 600V+ to a maximum 15KV: Commercial/Industrial.

This group shall be for all electrical services over six hundred volts AC. The following shall be considered medium/high voltage repair and services, and any Contractor considering bidding must have the licenses, tools, equipment, materials, technical ability to perform such:

Transformers: Removal of oil, with filtration equipment to remove contaminants, and reinstall

Relays and Circuit Breakers

Switchgear

Substations

Underground and overhead cables

- 2.4 Contractor to be responsible for sourcing all electrical parts/fixtures and equipment necessary in the repair or new installation of electrical systems.
- 2.5 Replacement parts/fixtures shall be new with a minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new except as otherwise stated on the drawings. All parts and electrical equipment shall be UL Listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade, and be from a regular product line.
- 2.6 All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/ Local building codes.
- 2.7 All work by Contractor shall be subject to inspection and approval by requesting County agency.
- 2.8 The Contractor shall provide all labor, supervision, transportation, equipment, tools, test equipment, and all effort necessary to make the required electrical systems repairs/retrofits complete and operational.

Machinery/equipment that will be considered as additional cost and used indirectly to the electrical industry for the performance of normal electrical services, such as, but not limited to:

Backhoes

Jackhammers

Concrete cutters

Excavators

Chain hoists

These items will be line item priced and allowed an administrative mark-up cost of five percent (5%).

- 2.9 Contractor shall coordinate all repair/installation schedules with FMD (Or other County requesting agencies) before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit, and coordinated by FMD or County agency staff.
- 2.10 Project Work and Time and Materials:
 - 2.10.1 Project work shall mean work performed on major projects or major repairs to facilities. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

(A) The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

(B) The County's project quote sheet will contain the following information:

The contract serial number and name;
Name and address of site;
FMD site number;
Detailed scope of work,
Other information relative to the S-O-W,
Project start/finish time line (optional),
Check box for "will quote" or "will not quote" the project,
Signature line for both the County and the Contractor

2.10.2 After site review of the project, all contractors listed under *electrical services* must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

2.10.3 The submitted project price quote to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional cost without payment. ALL contractors are to have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for plumbing service receive such documentation.

Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemed.

2.10.4 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".

2.10.5 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING. Note: all extra work outside the S-O-W must be in writing.

2.10.6 Project Price Ceiling Limits:
Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Materials Management Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.10.7 Time and Materials:

This contract may also be used for time and materials work (not to exceed \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the type of service they provide (**i.e., residential, commercial, industrial, or a combination thereof**). The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.11 Travel Charges:

Travel charges are allowed if the service is performed outside a 25-mile radius from the Facilities Management office (401 W. Jefferson St., Phoenix, AZ). The travel charge is one time per day, per truck. The travel charge shall be in addition to the hourly service rate.

2.12 CONTRACTORS REQUIREMENTS

2.12.1 Contractor's firm must be in the electrical services business a minimum five (5) consecutive years of either high voltage electrical distribution systems or low voltage systems repair Residential/Commercial/Industrial, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Electricians assigned to this contract must have a minimum of five (5) years' experience to perform any electrical service to the County. Proof of these requirements must accompany bid package.

2.12.2 Contractor shall be licensed by the State of Arizona, Registrar of Contractors, if bidding:

- (A) ~~On low voltage electrical service, must have a commercial L-11 license and a C-11 residential license.~~
If contractor is bidding on Residential work, a C-11 license is required.
If contractor is bidding on Commercial work, an L-11 license is required.
As an option, the contractor may have a K-11 license, which is a combination of both C-11 and L-11.
If contractor is bidding in Industrial work, an A-17 license is required.

Note: submit licenses only for work you wish to participate in.

- ~~(B) On high voltage service, must have an A-17 high voltage electrical and transmission line license.~~

- (B) ~~(C)~~ Copies of licenses must accompany bid package.

2.12.3 All service work performed by Contractor shall be to a professional standard, performed in a neat and workmanship manner, meeting all required state and municipal building codes, and susceptible to FMD (Or other using agencies) staff inspection and approval. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the County departments.

2.12.4 Permits required by local municipal authorities shall be obtained by the Contractor for all time and materials and project work. Cost shall be paid by the Contractor and invoiced to the County with not to exceed 5% mark-up administrative cost.

2.12.5 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine electrical service and repairs. The Contractor shall have a local shop and/or warehouse that stock parts to keep their trucks supplied daily. These requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award

- 2.12.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 2.12.7 The Contractor shall make necessary repairs to in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.12.8 The Contractor shall ensure all trash generated by work performed (either repairs or retrofitting) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Such disturbances may include, but not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoicing.
- 2.12.9 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.
- 2.12.10 A Maricopa County Sheriff's Office background check (and other departmental background checks) will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this requirement.

The ID badges may consist of one or all of the following:

County ID Badge (From the MCSO – this is optional, dependant if contractor performs a lot of work in the detention facilities)

Superior Court ID Badge

County Attorney's Office ID Badge

- 2.12.11 Technical Training to County Staff:
The Contractor(s) shall be required to provide technical expertise training for low or high voltage services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.
- 2.12.12 Employees of the Contractor
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.12.13 Invoicing:

All invoicing for time and materials work shall be sent to the County user agency that has requested the services of the Contractor. All T&M invoicing MUST include:

Purchase order number (or P-Card designation);
Terms as bid;
Contract serial number;
Job site name and address;
FMD Building number;
Description of work performed;
Itemized parts list with detailed description of parts;
Price of parts;
Total labor hours;
Labor charges as bid;
Rental equipment charges (limited to 5% markup)(must have rental vendors invoice attached)
Applicable sales tax on parts only;
Grand total of invoice.

Invoicing for project work must contain:
Contract serial number and name;
Purchase order number (or P-Card designation);
Terms as bid;
Job site name and address;
FMD Building number;
A detailed description of work performed;
Total project cost;
Separate line item for any change orders (if applicable);
Construction tax (optional);
Grand total

All invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.13 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.14 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of THREE (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

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

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

- 3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the PROJECT QUOTES (if required), the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full PROJECT amount (or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond equal to the full PROJECT amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602/506-6476
~~STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602/506-3450~~
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, FACILITIES MANAGEMENT, 602/506-8198
~~STEVE VARASACK, FACILITIES MANAGEMENT, 620/506-3450~~

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 16, 2003 AT 9:00 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days' written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

REMOVED 04/05/06

CORBINS ELECTRIC, P.O. BOX 21476, 102 S 28TH STREET, PHOENIX, AZ 85036

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3
<u>4th CALL</u>			
1.2 Journeyman Electrician, High Voltage	\$58.54 /per hr.	\$59.87 /per hr.	\$61.20 /per hr.
1.3 Electrician Helper or Apprentice	\$37.65 /per hr.	\$38.98 /per hr.	\$40.31 /per hr.

<u>3rd CALL</u>			
1.4 Transformer Repair Technician	\$50.54 /per hr.	\$51.88 /per hr.	\$53.21 /per hr.

AFTER HOURS AND SATURDAY SERVICE:

<u>4th CALL</u>			
1.6 Journeyman Electrician, High Voltage	\$74.11 /per hr.	\$76.07 /per hr.	\$78.02 /per hr.
1.7 Electrician Helper or Apprentice	\$47.62 /per hr.	\$49.57 /per hr.	\$51.53 /per hr.

<u>3rd CALL</u>			
1.8 Transformer Repair Technician	\$62.38 /per hr.	\$64.34 /per hr.	\$66.29 /per hr.

SUNDAY AND HOLIDAY SERVICE:

<u>4th CALL</u>			
1.10 Journeyman Electrician, High Voltage	\$89.69 /per hr.	\$92.27 /per hr.	\$94.85 /per hr.
1.11 Electrician Helper or Apprentice	\$57.59 /per hr.	\$60.17 /per hr.	\$62.74 /per hr.

<u>3rd CALL</u>			
1.12 Transformer Repair Technician	\$74.22 /per hr.	\$76.80 /per hr.	\$79.38 /per hr.

OTHER SERVICES:

1.13 Technical Training: _____ \$60.00 /per hr.

1.14 Travel Charge: Sites farther than a 25 mile radius from 401 W. Jefferson, Phoenix, AZ
 _____ shall be allowed a one time travel charge. One time per day, per truck. The travel charge shall
 _____ be in addition to the hourly service rate. _____ \$20.00 /one time flat rate

1.15 Labor for services outside the scope of contract: _____ \$50.54 /per hr.

1.16 Electrical parts, supplies, equipment, cost plus: _____ 15 %

~~CORBINS ELECTRIC, P.O. BOX 21476, 102 S 28TH STREET, PHOENIX, AZ 85036~~

Terms: _____ NET 30

Vendor Number: _____ W000003209 X

Telephone Number: _____ 602/275-8500

Fax Number: _____ 602/255-0103

Contact Person: _____ Ross Peterson Linda Franz

E-mail Address: _____ r.Peterson@corbinselectric.com L.Franz@corbinselectric.com

Company Web Site: _____ www.corbinselectric.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending JULY 31, 2006

REMOVED 04/05/06

REMOVED 04/05/06

HAMPTON TEDDER TECHNICAL SERVICES, 947 S W 48TH STREET SUITE #101, TEMPE, AZ 85281

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? X YES 2%

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3
<u>5th CALL</u>			
1.2 Journeyman Electrician, High Voltage	\$136 /per hr.	\$143 /per hr.	\$150 /per hr.
1.3 Electrician Helper or Apprentice	\$ 80 /per hr.	\$ 84 /per hr.	\$89 /per hr.

<u>4th CALL</u>			
1.4 Transformer Repair Technician	\$115 /per hr.	\$121 /per hr.	\$127 /per hr.

AFTER HOURS AND SATURDAY SERVICE:

<u>5th CALL</u>			
1.6 Journeyman Electrician, High Voltage	\$204 /per hr.	\$214 /per hr.	\$225 /per hr.
1.7 Electrician Helper or Apprentice	\$120 /per hr.	\$126 /per hr.	\$132 /per hr.

<u>4th CALL</u>			
1.8 Transformer Repair Technician	\$173 /per hr.	\$182 /per hr.	\$191 /per hr.

SUNDAY AND HOLIDAY SERVICE:

<u>5th CALL</u>			
1.10 Journeyman Electrician, High Voltage	\$204 /per hr.	\$214 /per hr.	\$225 /per hr.
1.11 Electrician Helper or Apprentice	\$120 /per hr.	\$126 /per hr.	\$132 /per hr.

<u>4th CALL</u>			
1.12 Transformer Repair Technician	\$173 /per hr.	\$182 /per hr.	\$191 /per hr.

OTHER SERVICES:

1.13 Technical Training: \$100 /per hr.

1.14 Travel Charge: Sites farther than a 25-mile radius from 401 W. Jefferson, Phoenix, AZ
 shall be allowed a one-time travel charge. One time per day, per truck. The travel charge shall
 be in addition to the hourly service rate. \$225 /one-time flat rate

1.15 Labor for services outside the scope of contract: \$100 /per hr.

1.16 Electrical parts, supplies, equipment, cost plus: 10 %

~~HAMPTON TEDDER TECHNICAL SERVICES, 947 S W 48TH STREET SUITE #101, TEMPE, AZ 85281~~

Terms: _____ NET 30

Vendor Number: _____ W000003344 X

Telephone Number: _____ 480/967 7765

Fax Number: _____ 480/967-7762

Contact Person: _____ Line McNitt

E-mail Address: _____ httsmenitt@aol.com line.mcnitt@hamptonedder.com

Company Web Site: _____ www.hamptonedder.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending JULY 31, 2006

REMOVED 04/05/06

HERNANDEZ COMPANIES INC, 3734 E ANNE STREET, PHOENIX, AZ 85040

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3
<u>4th 3RD CALL</u>			
1.1 Journeyman Electrician, Low Voltage	\$ 40.00 /per hr.	\$ 42.00 /per hr.	\$ 44.10 /per hr.
1.3 Electrician Helper or Apprentice	\$ 28.00 /per hr.	\$ 29.40 /per hr.	\$ 30.87 /per hr.

AFTER HOURS AND SATURDAY SERVICE:

<u>4th 3RD CALL</u>			
1.5 Journeyman Electrician, Low Voltage	\$ 60.00 /per hr.	\$ 63.00 /per hr.	\$ 66.15 /per hr.
1.7 Electrician Helper or Apprentice	\$ 42.00 /per hr.	\$ 44.10 /per hr.	\$ 46.31 /per hr.

SUNDAY AND HOLIDAY SERVICE:

<u>4th 3RD CALL</u>			
1.9 Journeyman Electrician, Low Voltage	\$ 80.00 /per hr.	\$ 84.00 /per hr.	\$ 88.20 /per hr.
1.11 Electrician Helper or Apprentice	\$ 56.00 /per hr.	\$ 58.80 /per hr.	\$ 61.74 /per hr.

OTHER SERVICES:

- 1.13 Technical Training: \$ 55.00 /per hr.
- 1.14 Travel Charge: Sites farther than a 25-mile radius from 401 W. Jefferson, Phoenix, AZ shall be allowed a one-time travel charge. One time per day, per truck. The travel charge shall be in addition to the hourly service rate. \$ 35.00 /one-time flat rate
- 1.15 Labor for services outside the scope of contract: \$ 40.00 /per hr.
- 1.16 Electrical parts, supplies, equipment, cost plus: 15 %

HERNANDEZ COMPANIES INC, 3734 E ANNE STREET, PHOENIX, AZ 85040

Terms: 1% 10 DAYS NET 30

Vendor Number: **W000001590 X**

Telephone Number: 602/438-7825

Fax Number: 602/438-6558

Contact Person: **Denise Hernandez**

E-mail Address: info@hernandezcompanies.com

Company Web Site: www.hernandezcompanies.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2006 2009**.

KEARNEY ELECTRIC INC, 3609 E SUPERIOR AVENUE, PHOENIX, AZ 85040

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO _____% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3	Effective 08/01/06
<u>2nd CALL</u>				
1.1 Journeyman Electrician, Low Voltage	\$35.00 /per hr.	\$36.75 /per hr.	\$37.85 /per hr.	\$38.99/per hr
<u>1st CALL</u>				
1.2 Journeyman Electrician, High Voltage	\$35.00 /per hr.	\$36.75 /per hr.	\$37.85 /per hr.	\$38.99/per hr
<u>ALL CALLS</u>				
1.3 Electrician Helper or Apprentice	\$31.00 /per hr.	\$32.55 /per hr.	\$33.53 /per hr.	\$36.21/per hr
<u>1st CALL</u>				
1.4 Transformer Repair Technician	\$35.00 /per hr.	\$36.75 /per hr.	\$37.85 /per hr.	\$38.99/per hr

AFTER HOURS AND SATURDAY SERVICE:

<u>2nd CALL</u>				
1.5 Journeyman Electrician, Low Voltage	\$53.00 /per hr.	\$55.65 /per hr.	\$57.32 /per hr.	\$59.04/per hr
<u>1st CALL</u>				
1.6 Journeyman Electrician, High Voltage	\$53.00 /per hr.	\$55.65 /per hr.	\$57.32 /per hr.	\$59.04/per hr
<u>ALL CALLS</u>				
1.7 Electrician Helper or Apprentice	\$49.00 /per hr.	\$51.45 /per hr.	\$52.99 /per hr.	\$54.58/per hr
<u>1st CALL</u>				
1.8 Transformer Repair Technician	\$53.00 /per hr.	\$55.65 /per hr.	\$57.32 /per hr.	\$59.04/per hr

SUNDAY AND HOLIDAY SERVICE:

<u>2nd CALL</u>				
1.9 Journeyman Electrician, Low Voltage	\$64.00 /per hr.	\$67.20 /per hr.	\$69.22 /per hr.	\$71.30/per hr
<u>1st CALL</u>				
1.10 Journeyman Electrician, High Voltage	\$64.00 /per hr.	\$67.20 /per hr.	\$69.22 /per hr.	\$71.30/per hr
<u>ALL CALLS</u>				
1.11 Electrician Helper or Apprentice	\$60.00 /per hr.	\$63.60 /per hr.	\$64.89 /per hr.	\$66.84/per hr
<u>1st CALL</u>				
1.12 Transformer Repair Technician	\$71.00 /per hr.	\$74.55 /per hr.	\$76.79 /per hr.	\$79.09/per hr

KEARNEY ELECTRIC INC, 3609 E SUPERIOR AVENUE, PHOENIX, AZ 85040**OTHER SERVICES:**

- 1.13 Technical Training: **\$36.05** ~~35.00~~ /per hr.
- 1.14 Travel Charge: Sites farther than a 25-mile radius from 401 W. Jefferson, Phoenix, AZ shall be allowed a one-time travel charge. One time per day, per truck. The travel charge shall be in addition to the hourly service rate **\$35.00** /one-time flat rate
- 1.15 Labor for services outside the scope of contract: **\$54.59** ~~53.00~~ /per hr.
- 1.16 Electrical parts, supplies, equipment, cost plus: 30 %

Terms: NET 30

Vendor Number: **W000002177 X**

Telephone Number: 602/437-0235

Fax Number: 602/437-2914

Contact Person: **Pat Backlund**

E-mail Address: pbacklund@kearneyelectric.com

Company Web Site: www.kearneyelectric.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2006 2009.**

REMOVED 04/05/06

KSK ELECTRIC INC, 6125 S ASH AVENUE SUITE B 1, TEMPE, AZ 85283

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3
<u>3rd CALL</u>			
1.2 Journeyman Electrician, High Voltage	\$52.00 /per hr.	\$54.50 /per hr.	\$57.50 /per hr.
1.3 Electrician Helper or Apprentice	\$32.00 /per hr.	\$33.50 /per hr.	\$35.00 /per hr.

AFTER HOURS AND SATURDAY SERVICE:

<u>3rd CALL</u>			
1.6 Journeyman Electrician, High Voltage	\$75.50 /per hr.	\$79.00 /per hr.	\$83.00 /per hr.
1.7 Electrician Helper or Apprentice	\$46.50 /per hr.	\$48.50 /per hr.	\$50.50 /per hr.

SUNDAY AND HOLIDAY SERVICE:

<u>3rd CALL</u>			
1.10 Journeyman Electrician, High Voltage	\$98.50 /per hr.	\$103.50 /per hr.	\$109.00 /per hr.
1.11 Electrician Helper or Apprentice	\$60.50 /per hr.	\$63.50 /per hr.	\$66.50 /per hr.

OTHER SERVICES:

1.13 Technical Training: \$ /per hr.

1.14 Travel Charge: Sites farther than a 25 mile radius from 401 W. Jefferson, Phoenix, AZ
 shall be allowed a one time travel charge. One time per day, per truck. The travel charge shall
 be in addition to the hourly service rate. \$60.00 /one time flat rate

1.15 Labor for services outside the scope of contract: \$60.00 /per hr.

1.16 Electrical parts, supplies, equipment, cost plus: 15 %

~~KSK ELECTRIC INC, 6125 S ASH AVENUE SUITE B-1, TEMPE, AZ 85283~~

Terms: _____ 2% 10 DAYS NET 30

Vendor Number: _____ W000003399 X

Telephone Number: _____ 480/831-1454

Fax Number: _____ 480/831-8636

Contact Person: _____ Thomas Vogt Chad Ridenour

E-mail Address: _____ tvogt@kskelectric.com cridenour@kskelectric.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending JULY 31, 2006

REMOVED 04/05/06

MALONE ELECTRIC INC, PO BOX 54334, PHOENIX, AZ 85078-4334

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3
<u>1st CALL</u>			
1.1 Journeyman Electrician, Low Voltage	\$35.00 /per hr.	\$36.00 /per hr.	\$37.00 /per hr.
1.3 Electrician Helper or Apprentice	\$27.00 /per hr.	\$28.00 /per hr.	\$29.00 /per hr.

AFTER HOURS AND SATURDAY SERVICE:

<u>1st CALL</u>			
1.5 Journeyman Electrician, Low Voltage	\$52.50 /per hr.	\$54.00 /per hr.	\$55.50 /per hr.
1.7 Electrician Helper or Apprentice	\$40.50 /per hr.	\$42.00 /per hr.	\$43.50 /per hr.

SUNDAY AND HOLIDAY SERVICE:

<u>1st CALL</u>			
1.9 Journeyman Electrician, Low Voltage	\$70.00 /per hr.	\$72.00 /per hr.	\$74.00 /per hr.
1.11 Electrician Helper or Apprentice	\$54.00 /per hr.	\$56.00 /per hr.	\$58.00 /per hr.

OTHER SERVICES:

1.13 Technical Training:	\$40.00 /per hr.
1.14 Travel Charge: Sites farther than a 25-mile radius from 401 W. Jefferson, Phoenix, AZ shall be allowed a one-time travel charge. One time per day, per truck. The travel charge shall be in addition to the hourly service rate.	\$40.00 /one-time flat rate
1.15 Labor for services outside the scope of contract:	\$50.00 /per hr.
1.16 Electrical parts, supplies, equipment, cost plus:	25 %

MALONE ELECTRIC INC, PO BOX 54334, PHOENIX, AZ 85078-4334

Terms: NET 30

Vendor Number: **W000001703 X**

Telephone Number: 602/494-3273

Fax Number: 602/795-3407

Contact Person: Michael Malone

E-mail Address: malone-elec@juno.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2006 2009.**

ROSENDIN ELECTRIC INC,600 WEST 24TH ST, TEMPE, AZ 85282
2452 W BIRCHWOOD AVENUE #101, MESA, AZ 85202

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3
<u>2nd CALL</u>			
1.2 Journeyman Electrician, High Voltage	\$43.27 /per hr.	\$43.77 /per hr.	\$44.27 /per hr.
1.3 Electrician Helper or Apprentice	\$35.38 /per hr.	\$35.88 /per hr.	\$36.38 /per hr.
1.4 Transformer Repair Technician	\$43.27 /per hr.	\$43.77 /per hr.	\$44.27 /per hr.

AFTER HOURS AND SATURDAY SERVICE:

<u>2nd CALL</u>			
1.6 Journeyman Electrician, High Voltage	\$64.90 /per hr.	\$65.40 /per hr.	\$65.90 /per hr.
1.7 Electrician Heler or Apprentice	\$53.07 /per hr.	\$53.57 /per hr.	\$54.07 /per hr.
1.8 Transformer Repair Technician	\$64.90 /per hr.	\$65.40 /per hr.	\$65.90 /per hr.

SUNDAY AND HOLIDAY SERVICE:

<u>2nd CALL</u>			
1.10 Journeyman Electrician, High Voltage	\$86.54 /per hr.	\$87.04 /per hr.	\$87.54 /per hr.
1.11 Electrician Helper or Apprentice	\$70.76 /per hr.	\$71.26 /per hr.	\$71.76 /per hr.
1.12 Transformer Repair Technician	\$86.54 /per hr.	\$87.04 /per hr.	\$87.54 /per hr.

OTHER SERVICES:

- 1.13 Technical Training: \$43.27 /per hr.
- 1.14 Travel Charge: Sites farther than a 25-mile radius from 401 W. Jefferson, Phoenix, AZ shall be allowed a one-time travel charge. One time per day, per truck. The travel charge shall be in addition to the hourly service rate. \$50.00 /one-time flat rate
- 1.15 Labor for services outside the scope of contract: \$43.27 /per hr.
- 1.16 Electrical parts, supplies, equipment, cost plus: 10 %

ROSENDIN ELECTRIC INC, 600 WEST 24TH ST, TEMPE, AZ 85282
2452 W BIRCHWOOD AVENUE #101, MESA, AZ 85202

Terms: NET 30

Vendor Number: **W000005470 X**

Telephone Number: **480/921-4022**

Fax Number: 480/921-4355

Contact Person: Kevin Gorski

E-mail Address: kgorski@rosedin.cm

Company Web Site: www.rosedin.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2006 2009**.

~~(REMOVED 9/23/04)~~

~~SPECIFIED ELECTRICAL CONTRACTORS INC (SECON), 4325 S 34TH STREET, PHOENIX, AZ 85040~~

S017301 / B0604900 / NIGP 91082

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO _____% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

REGULAR SERVICE:

	YEAR 1	YEAR 2	YEAR 3
3rd CALL			
1.1 Journeyman Electrician, Low Voltage	\$41.40 /per hr.	\$41.40 /per hr.	\$41.40 /per hr.
1.3 Electrician Helper or Apprentice	\$24.90 /per hr.	\$24.90 /per hr.	\$24.90/per hr.

AFTER HOURS AND SATURDAY SERVICE:

~~3rd CALL~~

1.5 Journeyman Electrician, Low Voltage	\$61.50 /per hr.	\$61.50 /per hr.	\$61.50/per hr.
1.7 Electrician Helper or Apprentice	\$40.30 /per hr.	\$40.30 /per hr.	\$40.30/per hr.

SUNDAY AND HOLIDAY SERVICE:

~~3rd CALL~~

1.9 Journeyman Electrician, Low Voltage	\$61.50 /per hr.	\$61.50 /per hr.	\$61.50/per hr.
1.11 Electrician Helper or Apprentice	\$40.30 /per hr.	\$40.30 /per hr.	\$40.30/per hr.

OTHER SERVICES:

1.13 Technical Training: _____ \$60.00 /per hr.

1.14 Travel Charge: Sites farther than a 25 mile radius from 401 W. Jefferson, Phoenix, AZ
 _____ shall be allowed a one time travel charge. One time per day, per truck. The travel charge shall
 _____ be in addition to the hourly service rate. _____ \$50.00 /one-time flat rate

1.15 Labor for services outside the scope of contract: _____ \$41.40 /per hr.

1.16 Electrical parts, supplies, equipment, cost plus: _____ \$12.00 %

(REMOVED 9/23/04)

SPECIFIED ELECTRICAL CONTRACTORS INC (SECON), 4325 S 34TH STREET, PHOENIX, AZ 85040

Terms: _____ 1% 10 DAYS NET 30

Federal Tax ID Number: _____ 86-0839690

Vendor Number: _____ 860839690

Telephone Number: _____ 602/431-9610

Fax Number: _____ 602/431-9229

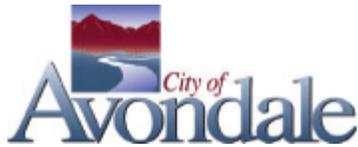
Contact Person: _____ Scott Downey

E-mail Address: _____ scottd@secondphx.com

Company Web Site: _____ www.secondphx.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending JULY 31, 2006



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Dibble and Associates - Intersection Improvements - Van Buren Street at Dysart Road

MEETING DATE:

March 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, (623) 333.4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Dibble and Associates to provide design services for intersection improvements on Van Buren Street at Dysart Road in the amount of \$57,260 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The 2006-2007 Capital Improvement Program (CIP) includes a project to design a dual left-turn lane on Van Buren Street at Dysart Road (see attached vicinity map). The purpose of the project is to improve intersection capacity and functionality and to reduce traffic congestion by providing a dual left-turn lane.

Currently, the intersection of Van Buren Street and Dysart Road experiences excessive congestion caused by idle vehicles seeking to turn left (north-bound) from Van Buren Street onto Dysart Road. Due to insufficient turning lanes and inadequate storage lengths, idle vehicles back up into the thru lane, which inevitably causes congestion and poses traffic safety problems.

The Transportation Plan identifies the need to improve the Level of Service of the Van Buren and Dysart Road intersection by adding dual left-turn bays. This project will design a dual left-turn lane to provide sufficient storage capacity. Other elements of the project include:

- Analyzing and relocating existing street lighting
- Installing new pedestrian ramps
- Pavement widening
- Drainage improvements
- Signage and pavement marking

Staff requested a cost proposal from Dibble and Associates and on January 23, 2007 received a proposal in the amount of \$57,260.

DISCUSSION:

The scope of service for this project will include:

- Design Survey
- Geometric Analysis and Design
- Lighting Analysis and Design
- Drainage Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

Staff reviewed a list of pre-qualified firms and found Dibble and Associates to be the best qualified to provide engineering design consulting services for this project. Staff contacted references and found that Dibble and Associates is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Dibble and Associates for engineering services for the delivery of plans, specifications, and an engineer's estimate for intersection improvements on Van Buren Street and Dysart Road. Staff reviewed the proposal and negotiated the scope of services and contract in the amount of \$57,260 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:

Notice-to-Proceed – March 2007

Final Design – June 2007

Construction:

Bid Award – July 2007

Begin Construction – August 2007

End Construction – January 2008

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No. 304-1129-00-8001 in the amount of \$57,260. Staff is pursuing participation in the project from the City of Goodyear.

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Dibble and Associates to provide design services for intersection improvements on Van Buren Street at Dysart Road in the amount of \$57,260 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

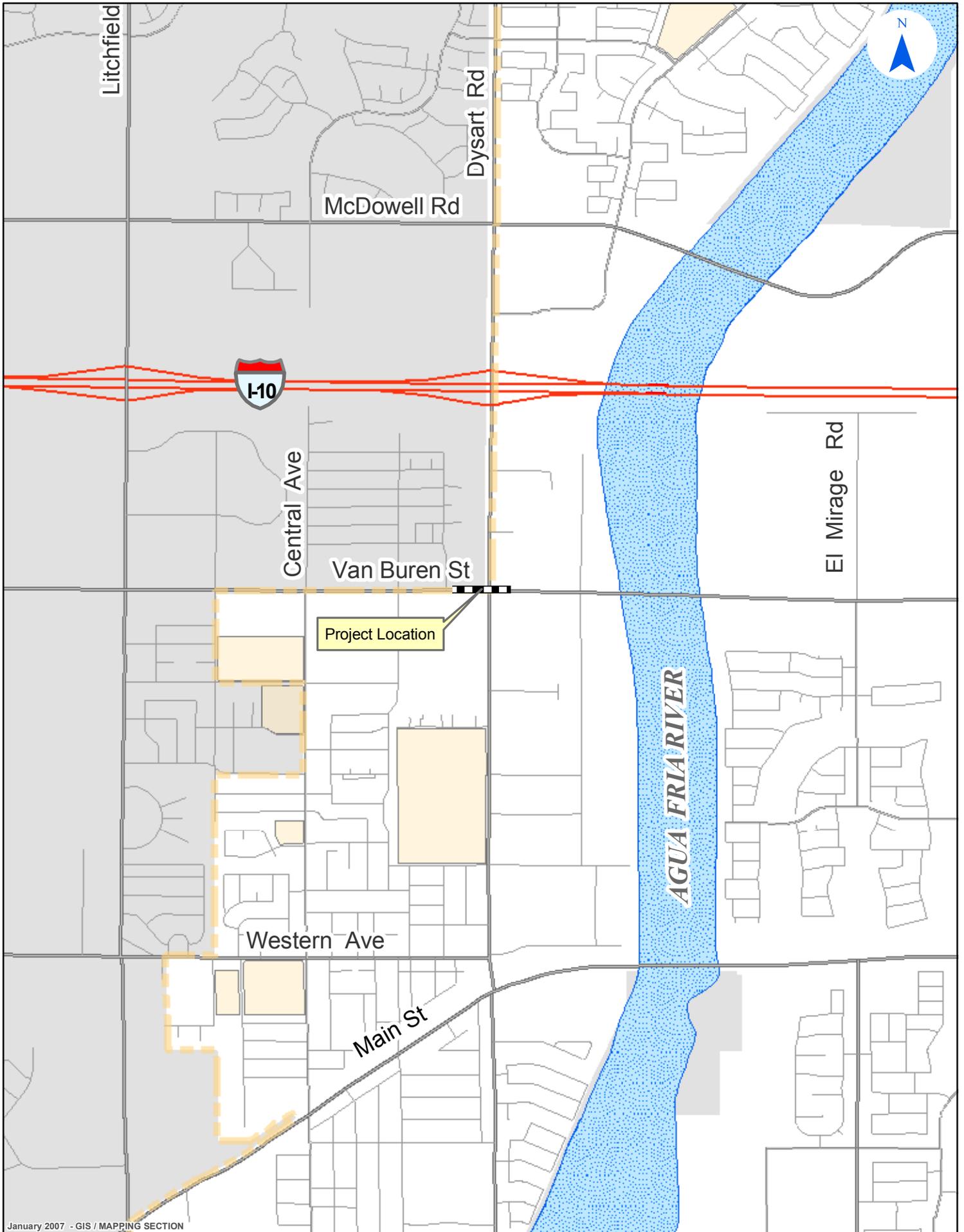
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [Professional Services Agreement](#)

VICINITY MAP



January 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE

ST-1129 Van Buren St. @ Dysart Rd. Intersection

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of March 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for the final design and bid document preparation for improvements to the Van Buren Street and Dysart Road intersection (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 September 12, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$57,206.00 for the Services as set forth in Exhibit A.

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 over 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: 623-333-0100
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: Dibble & Associates Consulting Engineers, Inc.
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4660
Facsimile: 602-957-2838
Attn: Andrew J. Spear, P.E.

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 Scope of Work 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”

DIBBLE & ASSOCIATES CONSULTING
ENGINEERS, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007,
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 ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007,
by _____ as _____ of DIBBLE &
ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of the
corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See following pages.

January 23, 2007

Mr. Charles Andrews, P.E.
Engineering Project Manager
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323-6804

**Re: Engineering Cost Proposals
Van Buren St and Dysart Rd Intersection Design**

Dear Charles:

Thank you for giving Dibble & Associates the opportunity to prepare the final design plans for the City of Avondale. After reviewing the project with you, we have prepared the attached scope of work and proposed fee.

A design fee has been prepared for the **final design and bid document preparation** for improvements to the Van Buren Street and Dysart Road intersection. The lump sum design fee of \$37,410 includes survey, roadway design, drainage modifications and plan development, with \$19,850 in allowances for potholing, public involvement, traffic signal relocations, street light relocations, post design services and TCE legal descriptions, for a total design contract fee of \$57,260. A full scope is also included herein under Exhibit A.

If you have any questions, please feel free to call me at 602.975.1155.

Sincerely,

DIBBLE & ASSOCIATES



Andrew J. Spear, P.E.
Project Manager
Enclosures



Kent M. Dibble, P.E.
Project Principal

January 30, 2007

Dibble and Associates

Design Lump Sum plus Allowances

City of Avondale

VanBuren Street & Dysart Road Intersection Design

Contract No.:

ESTIMATED MANHOURS WORKSHEET

T A S K	PROJ PRIN	PROJ MGR	PROJ ENGR	ENGR /DES	DR/ CADD	SURVEY CREW	CLER	OUTSIDE SERVICE	TOTAL HOURS
Phase 1 - Design of Intersection									
Task 1 - Data Collection		2	4	8	4		2		20
Task 2 - Design Survey		2	8	24	12	24			70
Task 3 - Control Survey		1	4			8			13
Task 4 - Utility Coordination		2	2	6	12		2		24
Task 5 - Public Involvement									0
Task 6a - Prepare Plans	2	12	24	40	48				126
Task 6b - Specifications		4	12	16					32
Task 6c - Estimates		2	6	12	16				36
Task 7 - Pavement Review			1	2					3
Task 8 - Project Meetings		10	10				4		24
Task 9 - Drainage Analysis		2	6	10	18				36
Task 10 - Traffic Signals									
Task 11- Legal Descriptions/Parcel Maps									0
Task 12 - Bid Assistance		4	8	6	4		2		24
TOTAL	2	41	85	124	114	32	10	0	408

FEE PROPOSAL DERIVATION WORKSHEET

Project Principal	2 Hours @ \$130.00 =	\$260.00
Project Manager/Senior Engineer	41 Hours @ \$115.00 =	\$4,715.00
Project Engineer/RLS	85 Hours @ \$105.00 =	\$8,925.00
Designer/Engineer	124 Hours @ \$85.00 =	\$10,540.00
Technician/Drafter	114 Hours @ \$70.00 =	\$7,980.00
Survey Crew	32 Hours @ \$120.00 =	\$3,840.00
Secretary/Clerical	10 Hours @ \$45.00 =	\$450.00
	=	
	=	
	TOTAL	= \$36,710.00
ESTIMATED ALLOWANCE FOR DIRECT COSTS		
(Listed by Item at Estimated Actual Cost -NO MARKUP)		
Mileage		\$100.00
Printing Services - Ace Reprographics		\$600.00
	Subtotal Allowance for Direct Costs	\$700.00
ESTIMATED ALLOWANCE FOR OUTSIDE SERVICES/CONSULTANTS		
	Subtotal Subconsultants	\$0.00
	TOTAL DESIGN W/OUT ALLOWANCE	\$37,410.00
ESTIMATED ALLOWANCES		
Potholing, RH Utility Locating	ALLOWANCE 4 @ \$500.00 /pothole	\$2,000.00
Lighting Relocation Plans - Wright	ALLOWANCE	\$2,450.00
Traffic Signals - Wright	ALLOWANCE	\$7,400.00
Public Involvement	ALLOWANCE	\$2,800.00
Post Design Services	ALLOWANCE	\$4,000.00
Right-of-way Legal Descriptions	ALLOWANCE 2 @ \$600.00 /parcel	\$1,200.00
	Subtotal Allowances	\$19,850.00
TOTAL ESTIMATED COST TO CONSULTANT		\$57,260.00
TOTAL ESTIMATED FEE (rounded)		\$57,260

**Exhibit A
VAN BUREN STREET
ROADWAY IMPROVEMENTS SCOPE OF WORK**

**CITY OF AVONDALE
Project No.
Van Buren Street & Dysart Road Intersection Design**

Dibble Proj. No. 10-0681
01-30-07

Project Description

Van Buren Street and Dysart Road will be improved to add dual left turn lanes on Van Buren. This design includes bike lanes, curb, gutter and sidewalk. The existing pavement will be used to the extent possible and widened to the north approximately 3 feet within the project limits. Striping and signing will also be part of the project. An allowance is provided for Street Light Relocations. The north side signal poles will require relocation. Two catch basins will be relocated. The new pedestrian ramps will be detailed to wrap around the existing power poles.

The design will be coordinated with the City of Goodyear and utility stakeholders. New temporary construction easements may be required. The project will extend approximately 470 west and approximately 200 east along the north side of Van Buren Street.

The project is located within the jurisdiction of the City of Avondale (City) and within Maricopa County. This Scope of Work is for Dibble & Associates Consulting Engineers, Inc. (Consultant) to provide roadway design and construction documents preparation in accordance with current City of Avondale and MAG roadway and drainage design criteria.

The Consultant shall provide all engineering services that are required to prepare construction drawings and special provisions for the bidding of this project. Additional allowances are included for Post Design Services, public meetings, signals and lighting, and utility potholing.

The Consultant shall provide all engineering and project management services, including the identification of required TCE's, all utility approvals (including APS), all public and private agency coordination and approvals, and the preparation of construction drawings and special provisions that are required for the bidding of this project.

Design Standards

- City of Avondale MAG Supplement Standard Details and Specifications, Latest Edition at Notice to Proceed – City will provide Draft of proposed updates.
- City of Avondale Engineering Guidelines, 1997
- A Policy on Geometric Design of Highways and Streets, AASHTO, 2001
- MAG Standard Details, 1998, with 2006 Revisions

- MAG Standard Specifications, 1998 with 2006 Revisions
- Manual on Uniform Traffic Control Devices, 2003 Edition

Scope of Services

Task 1: Data Collection & Scoping

The Consultant will research and obtain all available as-built information for the project including county records, roadway plans, utility maps, development plans, right-of-way and parcel information. A field visit will be conducted by the Consultant design staff to confirm existing conditions and confirm scope of services.

Task 2: Design Survey

The Consultant will conduct a design survey, referenced to the City of Avondale's vertical and horizontal datum. The survey datum will be tied to adjacent completed or proposed subdivisions and to the City's datum. The survey will locate all physical features 85 feet from the roadway monument line, including all above ground utilities. In locations where existing homes or businesses are located within 100 feet of the monument line, the survey shall also locate the front corners of those structures (with elevations and approximate finish floors). Where retention basins lie along the road, the survey shall fully describe these horizontally and vertically, including any pipe inflows or outflows. The survey shall extend 500 beyond the limits of each project for locating curb lines and striping. The Consultant survey crews will set three permanent vertical construction control points to be used during the course of future construction activities.

Topographic cross sections will be surveyed at a 50-foot interval within the project limits and will extend beyond for pavement matching and continuity. Topographic shots will be taken in a systematic manner to provide a strong triangulated network of shots, with particular attention to the breaklines.

Task 3: Control Survey

For the purposes of preparing legal descriptions for new right-of-way, temporary construction easements, drainage tracts and drainage easements, the Consultant shall conduct right-of-way research, field survey and prepare a drawing to define the boundaries of adjacent properties within the limits described in Task 2. The right-of-way information will be shown on the design survey.

Task 4: Utility Coordination

Immediately upon notice to proceed, the Consultant will contact Bluestake to obtain the utilities having facilities in the project area and will obtain as-built plans from those utilities for inclusion on the construction documents. The Consultant will investigate and confirm facility conflicts associated with the reconstruction and assist those utilities in conflict with mitigation for clearance.

At the 60%, 95% and final submittal, the Consultant will submit two (2) set of plans, together with a project schedule, to each utility along with a conflict letter. The Consultant shall provide the City's project manager with a receipt showing utilities have received preliminary sets of plans. Final construction documents shall not be approved until no conflict (clearance) letters have been received from each utility.

The Consultant shall make every effort to have the critical areas blue staked prior to the design survey.

APS will prepare the street light design. The street light design will be by the Consultant only at the request of the Avondale Project Manager. The Consultant will coordinate design of new street lighting with the City.

Task 5: Public Involvement

The Consultant shall anticipate one (1) public meeting/open house for the project. The public meeting will be held at the 60% review stage.

For this meeting, the Consultant will prepare presentation graphics, handouts and comment sheets. The City's Neighborhood Services Group will be responsible for setting the date and time of the meetings, arrangements for the meeting place and notifying the public. The Consultant's project manager will attend each meeting to answer questions or make a presentation, if requested by the City.

Task 6: Prepare Plans, Specifications and Estimates

The Consultant shall prepare plans, specifications and estimates for the project in accordance with City of Avondale's standards and requirements. The plans shall include:

- Cover Sheet
- General Notes and Design Data Sheet
- Typical Sections Sheet
- Roadway/Drainage Details
- Roadway Plans/Profiles (1"=20'H/1"=2' V)
- Drainage Plans
- Street Lighting Plans (1"=40')
- Striping and Signing Plans (1"=40')

Review Packages:

As design progresses, review submittals will occur at the 60% and 95% stages. The plan submittals will follow the checklists provided by the City.

Following each review, the Consultant will review the City's comments and complete a comment resolution form. They will incorporate all comments unless otherwise authorized by the City.

Electronic copies of the base files and plans will be submitted at the completion of the design in Autocad format.

Specifications will be in accordance with the MAG Standard Specifications and City of Avondale Standard Specifications. Special provisions will be supplied for all items not adequately covered by the standard specifications. The City of Avondale will advertise, open bids and award the contract. Construction Phase services can be performed by Dibble by change order but are not a part of this contract.

Cost estimates shall be prepared for all pay items per the standard specifications and special provisions.

Task 7: Geotechnical Engineering/Pavement Design

The Consultant shall review the existing pavement conditions with the Avondale PM and determine if additional pavement rehabilitation should be conducted within this project. No geotechnical work will be performed.

The widened areas will utilize the existing as-built design pavement structural section.

Task 8: Project Meetings

The Consultant's project manager and/or project engineer will attend project meetings as requested with City. Comment Resolution meetings will be held following the completion of review of each submittal by City staff.

After notice to proceed is issued, the Consultant's project manager will contact the City's project manager to arrange a field review meeting. The City's project manager will be responsible for inviting other staff as he sees fit.

Prior to submittal of the 95% plans, the Consultant project manager will contact the City's project manager to arrange a plan in hand field review meeting. The City's project manager will be responsible for inviting other staff as he sees fit.

Task 9: Drainage Analysis/Design

Drainage calculations shall be prepared to identify quantity, direction and crossing of runoff flows to culverts. The City of Avondale will provide the existing drainage studies. Original calculations with conclusions shall be provided to the City for review. Design shall not proceed until the calculations are approved in writing by City. Pavement with curb and gutter (existing and proposed) shall be checked to ensure that one lane of traffic remains dry during peak flow of a 10-year storm frequency. The new gutter depth and spread values will be calculated and the new pavement runoff values compared to determine if the gutter and/or catch basins will be undersized due to the additional pavement.

The drainage memo shall contain a narrative, drainage maps, appropriate calculation tables per category of calculations within each type of design calculation table.

Task 10: Traffic Signal Inter-tie and Street Lighting

Traffic signal inter-tie conduit will be shown on the roadway plans, designed in accordance with MAG and City of Avondale's Traffic Signal Design standards. Video detection will be designed and installed for the east and west legs.

Street Lighting relocation design will be prepared by APS requirements and coordinated with adjacent and existing lighting systems.

Task 11: Legal Descriptions/Parcel Maps

It is assumed that temporary construction easements (TCEs) may also be required for each parcel. The Consultant will prepare legal descriptions for 2 TCEs.

Task 12: Bid Preparation / Bidding Assistance

Bid Documents: DIBBLE shall prepare and package the bid documents. Work will include the preparation of the "front end" documents, including cover page, index, special provisions, technical specifications, bid schedule, etc.

Information to Bidders: DIBBLE shall tabulate and maintain a summary of the inquiries received (verbal and written) and the responses made. If any interpretation, instruction or policy not already part of the bid documents is given, an addendum will be issued reflecting the interpretation, instruction or policy.

Bid Opening and Recommendations: DIBBLE shall assist the City in conducting the bid opening and shall evaluate the bids for bidder responsibility (including previous experience, capabilities, reputation for similar work, and subcontractors), bidder responsiveness (including conformance to instructions, specifications and financial data required) and price. DIBBLE shall make a written recommendation to the City concerning the acceptance or rejection of bids.

Bid Protests: DIBBLE shall assist the City in evaluating any bid protests filed.

Post Design Services: Post design services will be under contract as an allowance not to exceed the amount shown. The hourly rate will be per classification rate in the derivation table. Work is expected to include pre-construction meeting, contractor requests for information, and shop drawing review.

Deliverables

- 60% submittal: 10-half size plan sets, 2 copies of the draft drainage memo, 10 cost estimate, 10 outline special provisions.
- 95% submittal : 60% plan comments and annotated comment sheets, 1 set full size plans, 10 sets half size plans, final drainage memo, 10 cost estimate, 10 special provisions.

- Final submittal - 95% plan comments and annotated comment sheets, signed mylar cover sheet, 1 sets full size plans, 10 sets half size plans, cost estimate, technical specifications, special provisions, final bid documents, plan checklists.

Once the plans have been approved and signed, The Consultant will submit 4-mil mylar plan originals, 10 sets full size plan prints, 3 sets half size plan prints, sealed and signed bid documents, sealed and signed cost estimate and electronic copies of all plans, bid documents and estimate.

Schedule

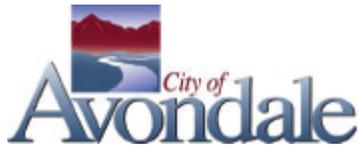
The following preliminary schedule was developed based on past experience and is indexed to the notice to proceed date:

Notice to proceed	February 21th, 2007
Data Collection	NTP + 2 Weeks
Submit 60% Plans	NTP + 6 Weeks
Field Review	NTP + 8 Weeks
Submit 95% Plans	NTP + 12 Weeks
Submit Final Plans	NTP + 16 Weeks

Final plans would be submitted within 16 weeks of notice to proceed, unless additional scope items are added or if utility relocation plans being prepared by the utility are not received.

EXCLUSIONS

- Traffic Counts
- Geotechnical Testing and Investigation
- Pavement Design
- R/W Acquisition Services
- Landscaping



CITY COUNCIL REPORT

SUBJECT:
Materials Purchase Contract -Valmont Industries -
Avondale Boulevard & Whyman Avenue Traffic Signal

MEETING DATE:
March 5, 2007

TO: Mayor and Council
FROM: Carnell Thurman, P.E., City Engineer 623-333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a Materials Purchase Contract to Valmont Industries to pre-purchase traffic signal poles and appurtenances in advance of the installation of traffic signals at the intersection of Avondale Boulevard and Whyman Avenue in the amount of \$98,300 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Traffic volumes on Avondale Boulevard continue to increase annually. This increase can be attributed to new development along Avondale Boulevard and throughout the southwest valley. Traffic studies have been conducted and have concluded that a traffic signal is necessary at the intersection of Avondale Boulevard and Whyman Avenue to ensure the efficient movement of traffic and the safety of our residents.

DISCUSSION:

Delivery of traffic signal poles is very critical for completion of the traffic signal project. Historically, delivery of Avondale’s trombone style signal poles has taken up to sixteen (16) weeks after orders have been placed. In order to minimize the time required to install the signal, staff recommends that the City purchase the poles and appurtenances in advance of bidding the construction contract. The City will then supply the poles to the contractor for installation.

PROCUREMENT PROCESS:

Valmont Industries is the manufacturer of the City of Avondale’s trombone style poles. In order to maintain consistency in materials, parts and style, staff recommends a sole source purchase through Valmont Industries. The City requested a price quote from a sole source vendor of the equipment, Valmont Industries, as shown in the following table:

ITEM	QUANTITY	UNIT COST	TOTAL
Type “R” Trombone Pole w/ 45’ SMA and 15’ LMA	1	\$25,402. ea.	\$25,402.
Type “R” Trombone Pole w/55’ SMA and 15’ LMA	1	\$30,056. ea.	\$30,056.
Type “Q” Trombone Pole w/ 40’ SMA and 15’ LMA	1	\$18,630. ea.	\$18,630.
Type “Q” Trombone Pole w/ 35’ SMA and 15’ LMA	1	\$16,261. ea.	\$16,261.
SALES TAX 8.8%			\$7,951.
TOTAL			\$98,300.

SCHEDULE:

The Engineering Department anticipates issuing a purchase order immediately following Council's award of the contract. The supplier has stated that the delivery of the equipment would be in sixteen weeks or in July 2007.

The signal design work is in progress under a separate design services contract with Kirkham Michael traffic engineering consultant firm. The construction contract is expected to be advertised in June, 2007.

BUDGETARY IMPACT:

This amount is budgeted in the City's CIP Traffic Signal Construction Fund for Avondale Boulevard and Whyman Avenue, Line Item No. 304-1128-00-8420.

RECOMENDATION:

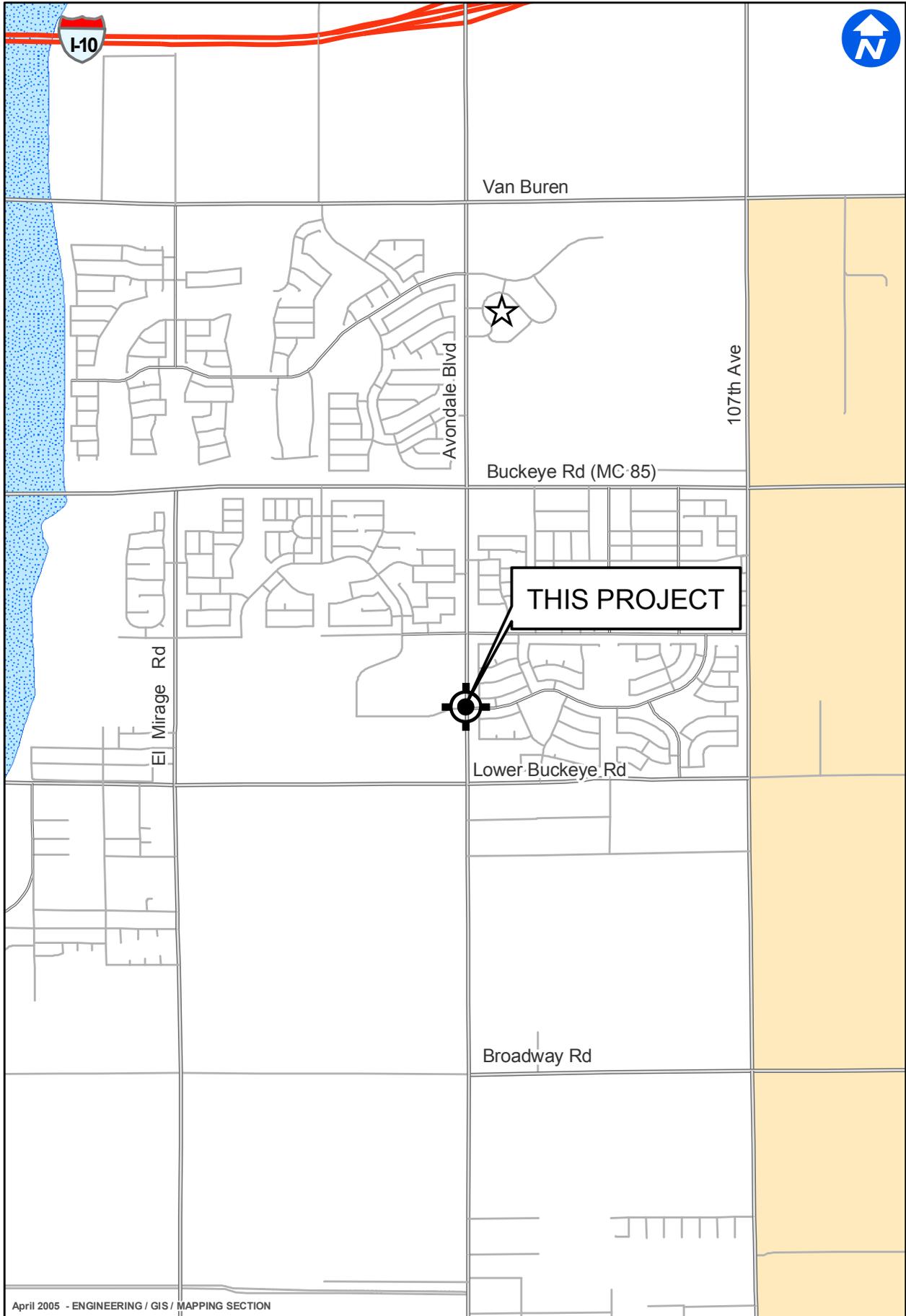
Staff recommends that the City Council award a Materials Purchase Contract to Valmont Industries to pre-purchase traffic signal poles and appurtenances in advance of the installation of traffic signals at the intersection of Avondale Boulevard and Whyman Avenue in the amount of \$98,300 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Vicinity Map](#)
- [Quote](#)
- [Agreement](#)

VICINITY MAP



Avondale Blvd & Whyman Ave Traffic Signal

Clark Electric Sales, Inc.

10752 N. 89th Place, Suite 104
Scottsdale, Arizona 85260

Phone: (480) 661-8599 - Fax: (480) 614-0125

Quote Number: 10850

REV: 1

Date:	2/21/2007
To:	ANNA / CITY OF AVONDALE
From:	Lynn Gerveler
Re:	CITY OF AVONDALE - WHYMAN AVE AND AVONDALE BLVD.

Qty	Description	Price	U/M
1	TYPE R TROMBONE W/ 45' SMA AND 15' LMA	\$25,402.00	EACH
1	TYPE R TROMBONE W/ 55' SMA AND 15' LMA	\$30,056.00	EACH
1	TYPE Q TROMBONE W/ 40' SMA AND 15' LMA	\$18,630.00	EACH
1	TYPE Q TROMBONE W/ 35' SMA AND 15' LMA	\$16,261.00	EACH
1	8.8% SALES TAX	\$7,951.00	EACH

TOTAL: \$98,300.00

NOTES:

- PAINTED COCOA BROWN
- SPEC: CITY OF AVONDALE
- ANCHOR BOLTS INCLUDED: YES
- SIGN BRACKETS INCLUDED: NO
- FOR ABOVE PRICING TO BE VALID ALL ITEMS MUST BE ORDERED.
- THIS QUOTATION EXPIRES 45 DAYS FROM THE DATE SHOWN ABOVE. ORDER MUST BE RELEASED WITHIN 60 DAYS FROM TIME OF RECEIPT OF PO.
- TERMS: NET 30 DAYS
- FOB: VALMONT FACTORY / FREIGHT IS INCLUDED
- SHIP: BASED ON CURRENT BUSINESS CONDITIONS, THE LEAD TIME IS 10-12 WEEKS AFTER ACCEPTABLE APPROVAL AND RELEASE OF THE ORDER. SUBMITTALS WILL TAKE 2-4 WEEKS AFTER RECEIPT OF PURCHASE ORDER. THIS LEAD TIME MAY BE DIFFERENT AT TIME OF RELEASE.

ADDITIONAL NOTES:

ANCHOR BOLTS ARE WILL CALL

A resulting purchase order will be made out to Valmont Industries, C/O Clark Electric Sales, Inc.

VALMONT REP: Lynn Gerveler

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VALMONT INDUSTRIES, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of March 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Valmont Industries, Inc., a Delaware corporation (the "Contractor").

RECITALS

- A. The City desires to purchase traffic signal structural equipment for the Avondale Boulevard and Whyman Avenue traffic signal project.
- B. The City Manager, in a written determination letter, has determined that the Contractor is the only known source for this type of traffic signal structural equipment.
- C. The City requested a price quote from the Contractor and desires to purchase traffic signal structural equipment.

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 as follows:

1. The City shall pay Contractor a price not to exceed \$98,300.00 for the purchase of traffic signal structural equipment as set forth in the Price Sheet, attached hereto as Exhibit A and incorporated herein by reference.
2. Delivery shall not be later than 120 days from receipt of order by the Contractor and F.O.B., the City's place of business. If a conflict exists between the terms of this section and the Price Sheet, the terms of this section shall govern.
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 instrument 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”

VALMONT INDUSTRIES, INC., a
Delaware corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007,
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 _____, 2007,
by _____ as _____
of VALMONT INDUSTRIES, INC., a Delaware corporation, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VALMONT INDUSTRIES, INC.

[Price Sheet]

See following page.

Clark Electric Sales, Inc.

10752 N. 89th Place, Suite 104
Scottsdale, Arizona 85260

Phone: (480) 661-8599 - Fax: (480) 614-0125

Quote Number: 10850

REV: 1

Date:	2/21/2007
To:	ANNA / CITY OF AVONDALE
From:	Lynn Gerveler
Re:	CITY OF AVONDALE - WHYMAN AVE AND AVONDALE BLVD.

Qty	Description	Price	U/M
1	TYPE R TROMBONE W/ 45' SMA AND 15' LMA	\$25,402.00	EACH
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1	8.8% SALES TAX	\$7,951.00	EACH



TOTAL:	\$98,300.00
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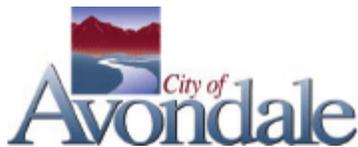
NOTES:

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ADDITIONAL NOTES:
ANCHOR BOLTS ARE WILL CALL

A resulting purchase order will be made out to Valmont Industries, C/O Clark Electric Sales, Inc.

VALMONT REP: Lynn Gerveler



CITY COUNCIL REPORT

SUBJECT:
Request for Contingency Funds for Emergency IT
Purchases

MEETING DATE:
March 5, 2007

TO: Mayor and Council
FROM: Kevin Hinderleider, IT Director (623)333-5007
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the purchase of a fiber switch, additional disk space and a KVM (keyboard, video & monitor) device utilizing contingency funds in the amount of \$91,125.

BACKGROUND:

From 4:30 P.M. on the February 12th to 12:00 P.M. on the 13th a total of three failures were identified that contributed to a server outage. A McData 3230 fiber switch failed, a KVM device failed and a day's worth of work was thought to have been lost requiring that staff recover data from the prior Friday's table backup.

While working through this issue, the City's Xiotech representative was able to secure a total of 24 licenses at no charge to the city, allowing staff to connect the remaining servers and return to full operation.

As of February 13th at 12:00 P.M. server operations returned to normal; however, staff identified three areas of risk that need to be addressed.

DISCUSSION:

On February 12th a catastrophic failure occurred with a McData 3230 Fiber switch that connects the city's servers to the storage device (Xiotech) that holds the hard drives for a majority of the servers. To rectify this failure staff pulled the connections from the failed switch and connected them into two other McData fiber switches that were in the existing Xiotech rack.

The two existing McData fiber switches were purchased with only a few ports licensed. Staff plugged in the critical servers, while the remainder had to wait until additional licenses could be purchased. While the servers were being moved over to the other switches, another device failed. The device that provides the keyboard, video and mouse (KVM) for all of our servers began failing making it difficult to see the screen and to configure the server(s) being worked on. A work around was identified and progress continued.

When staff started rebooting the critical servers (SQL, EDEN, File Server, etc) another issue was discovered. Some of the data on the servers was not accessible. As a result, a day's worth of data was lost and had to be recovered from Friday's backup tape.

Around 1:00 A.M. it was discovered that the switch failure also caused a problem on the Xiotech preventing staff from seeing the data that was stored on the Xiotech. That issue was resolved and the critical servers were brought back on-line.

On the morning of February 13th it was identified that the City would need to spend \$10,000 to secure the necessary 24 licenses from McData. During this process staff discovered that the licenses and support for the existing McData fiber switches were no longer available.

While working through this issue, our Xiotech representative was able to secure a total of 24 licenses at no charge to the city, allowing us to connect our remaining servers and return to full operations.

As of February 13th at 12:00 P.M. server operations returned to normal; however, staff identified three areas of risk that need to be addressed.

Priority 1 - \$60,260

- The fiber switches are no longer supported and in the event of another failure the City would be vulnerable to an extended outage while staff secured a replacement switch.

Priority 2 - \$19,012.80

- If disk backup occurred three times a day we would only be at risk of losing a few hours of data instead of an entire day.

Priority 3 - 7,113

- Should the KVM device completely fail, we would lose control of the computer interface until a new device was implemented.

To mitigate the risk of these devices and loss of data failing staff is requesting a total of \$91,124 (including taxes) in contingency funds to pay for a replacement fiber switch, a KVM device and added storage capacity on the Xiotech storage device.

BUDGETARY IMPACT:

As this failure was unplanned and not budgeted in the 2006/2007 budget year, staff is recommending that funds be transferred from the general fund contingency account in the amount of \$91,125. All of the equipment will be purchased utilizing the Mohave State Contract 06F-ABLE-0721.

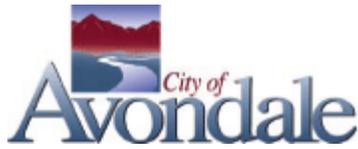
RECOMENDATION:

Staff recommends that the City Council approve the purchase of a fiber switch, additional disk space and a KVM (keyboard, video & monitor) device utilizing contingency funds in the amount of \$91,125.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Resolution 2630-307 and Resolution 2631-307-
Intergovernmental Agreements - Tolleson Union High
School District – School Resource Detective program

MEETING DATE:

March 5, 2007

TO: Mayor and Council
FROM: Kevin Kotsur, Chief of Police
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt (2) two resolutions authorizing Intergovernmental Agreements between the Tolleson Union High School District and the City of Avondale to share the cost of providing a School Resource Detective during the school year at both La Joya High School and Westview High School.

BACKGROUND:

In recent years the population increase in Avondale has revealed school safety issues that resulted in the need to increase the size of the SRD program. In 1994 the City of Avondale began to actively pursue alternative funding for this program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRD's.

Currently SRD positions in other schools are either funded through 50/50 cost sharing by the District and the City or by the national Safe Schools/Healthy Students grant, which requires re-application every year.

In October 2004 the concept of splitting the costs of an SRD between the City and the respective Avondale School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRD's when grant funding is no longer available. This concept has also been approved by the Tolleson Union High School District which is the governing body for La Joya High School, which is the first Avondale high school to participate in this shared cost SRD program, which was approved on September 15th, 2005.

The proposed IGA's establish funding agreements for the school year running from July 1, 2006 through June 30th, 2007 for both High Schools and it provides for direction, supervision and management of the assigned SRD's. The SRD program continues the partnership between the police department and the respective schools. SRD's are assigned to the classroom where they teach a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRD provides a positive police role model for the students as well as serving as security advisors to school administrators. The police department enjoys the benefit of having an SRD assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRD conducts follow up on criminal investigations involving the students attending their respective schools, which provides relief to Detectives who would otherwise handle these follow up investigations.

BUDGETARY IMPACT:

The Tolleson Union High School District has committed financially to fund half of the assigned SRD's salary, benefits, and school related overtime during the school year at La Joya High School. The cost sharing between the City of Avondale and the Tolleson Union High School District is as follows:

- Total yearly salary and ERE for the assigned SRD \$80,421.

- Assuming a 10 month school year, the cost to the school would be \$33,509.
- The City's cost would be \$46,912 as the City of Avondale will pay the ½ cost plus an entire two month salary and ERE when school is out of session.

The Tolleson Union High School District has committed to fund the assigned SRD's salary, benefits, and school related overtime during the school year at Westview High School through grant funding. They have secured a national Safe Schools/Healthy Students grant which pays for an officer's salary and ERE for 10 months.

- Total yearly salary and ERE for the assigned SRD \$80,823.
- Assuming a 10 month school year, the cost to the school through the grant would be \$67,353.
- The City's cost would be \$13,470 as the City of Avondale pays an entire two month salary and ERE when school is out of session.

RECOMENDATION:

Staff recommends that the City Council adopt (2) two resolutions authorizing Intergovernmental Agreements between the Tolleson Union High School District and the City of Avondale to share the cost of providing a School Resource Detective during the school year at an annual cost to the City of \$46,912 at *La Joya High School*.

Staff also recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District and the City of Avondale to share the cost of providing a School Resource Detective during the school year at an annual cost to the City of \$13,470 at *Westview High School*.

ATTACHMENTS:

Click to download

 [Resolution 2630-307](#)

 [Resolution 2631-307](#)

RESOLUTION NO. 2630-307

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE DETECTIVES FOR LA JOYA COMMUNITY HIGH SCHOOL.

WHEREAS, the Tolleson Union High School District No. 214 (the “District”) is dedicated to providing a safe environment for its students; and

WHEREAS, the City of Avondale (the “City”) desires to support the District in its student safety efforts and to provide a positive police presence at La Joya Community High School; and

WHEREAS, the City and the District wish to set forth the rights and obligations of each party with respect to School Resource Detectives to be assigned to La Joya Community High School.

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

SECTION 1. That the Intergovernmental Agreement between the City and the District with respect to School Resource Detectives at La Joya Community High School (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, March 5, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2630-307

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the date of the last signature below between the City of Avondale, an Arizona municipal corporation (the "City") and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its O&M budget to fund school resource detective services ("SRD Services") for La Joya Community High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRD Services for the District.

C. The City and the District desire to enter to an agreement whereby the City will provide sworn, certified police officers to serve as school resource detectives ("SRDs") to provide SRD Services at La Joya Community High School.

D. The District is authorized to enter into this Agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-952.

E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

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

SECTION I – CITY OBLIGATIONS

I.1 Services to be Provided.

A. The City shall provide SRD Services to the District at La Joya Community High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The SRDs performing SRD Services shall fulfill their duties as sworn law enforcement officers for the State of Arizona. The SRDs may be temporarily assigned to duties

other than the SRD Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRDs will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRDs shall also provide a monthly recap of law related education ("LRE") (as more fully described in Exhibit A hereto), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, the City shall have full discretion to assign the SRDs various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRDs' costs when so assigned.

E. The roles and responsibilities of the City and the District with respect to the SRD Services shall be as set forth in Exhibit A attached hereto and incorporated herein by reference.

1.2 Accounting and Documentation. The SRDs' salaries and employer-paid benefits rate shall be used to calculate the amount due from the District for SRD Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – DISTRICT OBLIGATIONS

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the SRD Services as set forth below:

A. The District shall pay 50% of the costs associated with SRD Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRDs costs during the two-month summer break and any other school breaks during which the City assigns the SRDs to city-related duties. The SRDs' time spent at La Joya Community High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students.

B. The District shall pay 50% of any SRD overtime worked on school-related investigations. SRDs must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that allows for privacy for the SRDs to conduct confidential business. The office shall include the necessary equipment for the SRDs to effectively perform their duties, including telephone, desk, chair and filing cabinet.

2.3 SRD Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SRDs that provide SRD Services to receive and maintain certification by the National Association of School Resource Officers.

2.4 Non-Interference By District. No District or La Joya Community High School administrator shall interfere with the SRDs' sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Term; Recording. The term of this Agreement shall be for one year from July 1, 2006 until June 30, 2007, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below. The SRD Services provided herewith shall commence on August 1, 2006 and shall continue for a period of ten months to coincide with the school year. The City shall be responsible for filing this Agreement with the County Recorder.

3.2 Personnel. The City represents that it has sworn Avondale Police officers to perform the SRD Services required in Section I of this Agreement.

3.3 Independent Contractor. The City 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 District. City, its employees and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. District and City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRD Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.6 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a

recognized and reputable overnight delivery service, to the address set forth below or (D) 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
Attn: City Manager
Facsimile: 623-478-3804

With copy to: Gust Rosenfeld, PLC
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Attn: Andrew J. McGuire, Esq.
Facsimile: 602-340-1538

If to the District: Tolleson Union High School District
9801 West Van Buren
Tolleson, Arizona 85353
Attn: LeAnn Burns
Facsimile: 623-478-4197

With a copy to: Udall, Shumway & Lyons, P.L.C.
30 West First Street
Mesa, Arizona 85203
Attn: Denise Lowell-Britt, Esq.
Facsimile: 480-833-9392

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) 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 (D) when received by facsimile transmission or e-mail during the normal business hours of the recipient, with proof of delivery. 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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies).

3.8 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated

for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

3.12 Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

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

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property Upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

IN WITNESS WHEREOF, the City and the District No. 214 have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: _____
Marie Lopez Rogers, Mayor

By:  _____
King V. Flores, Superintendent

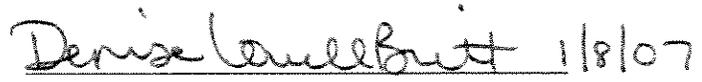
Date: _____

Date: 1-23-07

ATTEST:

Linda M. Farris, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

 1/18/07
Denise Lowell-Britt, Attorney for the District

Andrew J. McGuire, Avondale City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES
[Roles and Responsibilities of the City and District]

See following pages.

AVONDALE POLICE DEPARTMENT SRD PROGRAM

I. Introduction.

The mission of the Avondale Police SRD Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRD will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRD will establish trusting lines of communication with students, parents and teachers. SRDs will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. SRDs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRDs will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SRDs will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. **Fairness:** All decisions and actions taken by the police department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. **Integrity:** Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. **Open Communication:** We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. **Professionalism:** Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. **Teamwork:** The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "civilian" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch and after school.

B. Reduction of criminal offenses committed by students.

1. Give 90 LRE presentations per semester.
2. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRD Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRD shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRD Accountability: The La Joya School principal or designee will provide a written evaluation of the SRD performance relating to the goals established in this MOU once a semester. School staff shall contact the SRD Supervisor to report performance or conduct related complaints involving SRDs' as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRD.

V. Procedures.

The City of Avondale SRD Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SRDs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SRDs shall not enforce any school or district rules.
- SRDs are not disciplinarians and shall not assume this role under any circumstances.
- SRDs report directly to an Avondale Police Supervisor for all activities.
- SRDs will not involve themselves with La Joya School administrative matters that are not criminal offenses.
- SRDs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya School.

- SRDs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SRDs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRD Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the SRD Program
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- AZPOST certified general instructor

B. SRD Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRD Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRD is, first of all, a sworn law-enforcement officer. When necessary the SRD has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRD and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRD assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRD should know the role of the PO.
5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRD is expected to provide a minimum of 90 hours of classroom instruction in Law-Related Education (LRE) per semester (based upon a two-semester year). LRE does NOT consist of one-on-one or group counseling. The 90 hours of law-related education instruction, per semester, should be completed during the school day's regularly scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.
2. The SRD should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
3. The SRD must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement

- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/ Probation activity
- e. Time spent per LRE lesson • Total time spent off campus

C. Positive Role Model:

1. The SRD should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRD should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRD should be honest by providing accurate information.
4. The SRD should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRD should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRD should show respect by treating students with respect and expressing high expectations for them.
7. The SRD should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRD Supervisor Role:

The SRD Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRD Program.
- Attend SRD Program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRD keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRD's for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRD's, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRD misconduct.
- Regularly brief Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SRDs conduct timely, professional and thorough investigations of criminal activity on school campuses.

- Conduct one supervisory follow-up of a criminal investigation per SRD per semester. Includes a written evaluation and assessment of the SRD's performance.
- Meet collectively with SRDs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRD activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SRD's, once a month to discuss SRD performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRD Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRD Program philosophy to all site staff.
2. Understands the SRD Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRD program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRD while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRD before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRD on a regular schedule.
9. Directs staff development of teachers and SRD involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRD relating to their role as an SRD.

B. Teacher:

1. Supports and communicates information about the SRD Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.

3. Teams with the SRD in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRD Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRD Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRD Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a “balanced” view of “democratic” society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

- to explore and reflect on theirs and others’ perspectives,
- to express and defend their views, to listen to the views of others,
- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don’t like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not

individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system”.

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education

www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education

<http://azbf.org/AZFLSE/lre/lre.cfm>

The site will provides up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids

www.lawforkids.org Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids’ stories, and play computer games.

Arizona Prevention Resource Center (APRC)

<http://www.azprevention.org/>

APRC is Arizona’s central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

<http://jointogether.org>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe

www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information

www.health.org

A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center

www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nygc

Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online

www.pavnet.org

Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention

www.ojjdp.org

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc

www.streetlaw.org

Offers program training and program development in law-related education.

RESOLUTION NO. 2631-307

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE DETECTIVES FOR WESTVIEW HIGH SCHOOL.

WHEREAS, the Tolleson Union High School District No. 214 (the “District”) is dedicated to providing a safe environment for its students; and

WHEREAS, the City of Avondale (the “City”) desires to support the District in its student safety efforts and to provide a positive police presence at Westview High School; and

WHEREAS, the City and the District wish to set forth the rights and obligations of each party with respect to School Resource Detectives to be assigned to Westview High School.

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

SECTION 1. That the Intergovernmental Agreement between the City and the District with respect to School Resource Detectives at Westview High School (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, March 5, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2631-307

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the date of the last signature below between the City of Avondale, an Arizona municipal corporation (the "City") and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has secured funding from Arizona Department of Education's ("ADE") School Safety Grant for school resource detective services ("SRD Services") for Westview High School.

B. The City employs trained, certified police officers capable of performing the SRD Services for the District.

C. The City and the District desire to enter to an agreement whereby the City will provide sworn, certified police officers to serve as school resource detectives ("SRDs") to provide SRD Services at Westview High School.

D. The District is authorized to enter into this Agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-952.

E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

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

SECTION I – CITY OBLIGATIONS

1.1 Services to be Provided.

A. The City shall provide SRD Services to the District at Westview High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The SRDs performing SRD Services shall fulfill their duties as sworn law enforcement officers for the State of Arizona. The SRDs may be temporarily assigned to duties

other than the SRD Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRDs will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRDs shall also provide a monthly recap of law related education ("LRE") (as more fully described in Exhibit A hereto), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, the City shall have full discretion to assign the SRDs various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRDs' costs when so assigned.

E. The roles and responsibilities of the City and the District with respect to the SRD Services shall be as set forth in Exhibit A attached hereto and incorporated herein by reference.

1.2 Accounting and Documentation. The SRDs' salaries and employer-paid benefits rate shall be used to calculate the amount due from the District for SRD Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – DISTRICT OBLIGATIONS

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the SRD Services as set forth below:

A. The District shall pay 100% of the costs associated with SRD Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRDs' costs during the two-month summer break and any other school related breaks during which the City assigns the SRDs to city-related duties. The SRDs' time spent at Westview High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students.

B. The District shall pay 100% of any SRD overtime worked on school-related investigations. SRDs must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that allows for privacy for the SRDs to conduct confidential business. The office shall include the necessary equipment for the SRDs to effectively perform their duties, including telephone, desk, chair and filing cabinet.

recognized and reputable overnight delivery service, to the address set forth below or (D) 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
Attn: City Manager
Facsimile: 623-478-3804
- With copy to: Gust Rosenfeld, PLC
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Attn: Andrew J. McGuire, Esq.
Facsimile: 602-340-1538
- If to the District: Tolleson Union High School District
9801 West Van Buren
Tolleson, Arizona 85353
Attn: LeAnn Burns
Facsimile: 623-478-4197
- With a copy to: Udall, Shumway & Lyons, P.L.C.
30 West First Street
Mesa, Arizona 85203
Attn: Denise Lowell-Britt, Esq.
Facsimile: 480-833-9392

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) 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 (D) when received by facsimile transmission or e-mail during the normal business hours of the recipient, with proof of delivery. 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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies).

3.8 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated

for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

3.12 Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

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

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property Upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

IN WITNESS WHEREOF, the City and the District No. 214 have executed this Agreement as of the date of the last signature set forth below.

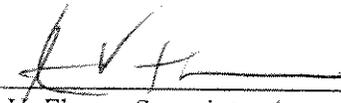
“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: _____
Marie Lopez Rogers, Mayor

By:  _____
Kino V. Flores, Superintendent

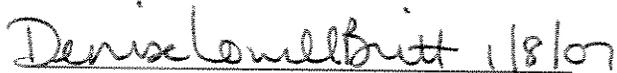
Date: _____

Date: 1-23-07

ATTEST:

Linda M. Farris, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


Denise Lowell-Britt, Attorney for the District

Andrew J. McGuire, Avondale City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

[Roles and Responsibilities of the City and District]

See following pages.

AVONDALE POLICE DEPARTMENT SRD PROGRAM

I. Introduction.

The mission of the Avondale Police SRD Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRD will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRD will establish trusting lines of communication with students, parents and teachers. SRDs will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. SRDs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRDs will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SRDs will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. **Fairness:** All decisions and actions taken by the police department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. **Integrity:** Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. **Open Communication:** We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. **Professionalism:** Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. **Teamwork:** The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "civilian" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch and after school.

B. Reduction of criminal offenses committed by students.

1. Give 90 LRE presentations per semester.
2. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRD Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRD shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRD Accountability: The Westview High School principal or designee will provide a written evaluation of the SRD performance relating to the goals established in this MOU once a semester. School staff shall contact the SRD Supervisor to report performance or conduct related complaints involving SRDs' as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRD.

V. Procedures.

The City of Avondale SRD Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SRDs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SRDs shall not enforce any school or district rules.
- SRDs are not disciplinarians and shall not assume this role under any circumstances.
- SRDs report directly to an Avondale Police Supervisor for all activities.
- SRDs will not involve themselves with Westview High School administrative matters that are not criminal offenses.

- SRDs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with Westview High School.
- SRDs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SRDs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRD Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the SRD Program
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- AZPOST certified general instructor

B. SRD Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRD Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRD is, first of all, a sworn law-enforcement officer. When necessary the SRD has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRD and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRD assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRD should know the role of the PO.
5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRD is expected to provide a minimum of 90 hours of classroom instruction in Law-Related Education (LRE) per semester (based upon a two-semester year). LRE does NOT consist of one-on-one or group counseling. The 90 hours of law-related education instruction, per semester, should be completed during the school day's regularly scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.
2. The SRD should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
3. The SRD must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Westview High School Principal or designee:

- a. Total hours of LRE classroom instruction
- b. LRE topic and law enforcement
- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/ Probation activity
- e. Time spent per LRE lesson • Total time spent off campus

C. Positive Role Model:

1. The SRD should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRD should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRD should be honest by providing accurate information.
4. The SRD should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRD should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRD should show respect by treating students with respect and expressing high expectations for them.
7. The SRD should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRD Supervisor Role:

The SRD Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRD Program.
- Attend SRD Program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRD keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRD's for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRD's, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRD misconduct.
- Regularly brief Lieutenant on any unusual incidents at Avondale Schools.

- Ensure SRDs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRD per semester. Includes a written evaluation and assessment of the SRD's performance.
- Meet collectively with SRDs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRD activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SRD's, once a month to discuss SRD performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRD Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRD Program philosophy to all site staff.
2. Understands the SRD Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRD program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRD while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRD before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRD on a regular schedule.
9. Directs staff development of teachers and SRD involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRD relating to their role as an SRD.

B. Teacher:

1. Supports and communicates information about the SRD Program in their classrooms to students and parents.

2. Understands and agrees to the program guidelines.
3. Teams with the SRD in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRD Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRD Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRD Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a “balanced” view of “democratic” society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

- to explore and reflect on theirs and others’ perspectives,
- to express and defend their views, to listen to the views of others,
- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don’t like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not

individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system”.

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education

www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education

<http://azbf.org/AZFLSE/lre/lre.cfm>

The site will provides up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids

www.lawforkids.org Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids’ stories, and play computer games.

Arizona Prevention Resource Center (APRC)

<http://www.azprevention.org/>

APRC is Arizona’s central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

<http://jointogether.org>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe

www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information

www.health.org

A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center

www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nygc

Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online

www.pavent.org

Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention

www.ncjrs.org

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

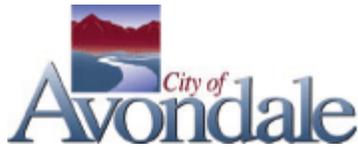
www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc

www.streetlaw.org

Offers program training and program development in law-related education.



CITY COUNCIL REPORT

SUBJECT:

Resolution 2633-307- Intergovernmental Agreement -
Regional Family Advocacy Center - Avondale,
Goodyear, and Buckeye Police Departments

MEETING DATE:

March 5, 2007

TO: Mayor and Council
FROM: Kevin Kotsur, Chief of Police (623)333-7201
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution authorizing an intergovernmental agreement with the cities of Goodyear and Buckeye in order to create a regional Family Advocacy Center.

BACKGROUND:

On June 19th, 2006 representatives from the Avondale, Buckeye, and Goodyear police departments presented the concept of creating a regional FAC to the Council. This concept will create a regional facility that is staffed by employees of all three police departments where victims of sexual assault, child abuse, domestic violence and aggravated assault can be served in a timely fashion while improving the overall quality of the investigation. The Council supported this concept and directed the police department to pursue an IGA with the Goodyear and Buckeye police departments to implement this concept.

DISCUSSION:

The Avondale, Goodyear and Buckeye police departments face similar challenges with growth and an increase in calls for service. Individually these jurisdictions cannot support the creation of a Family Advocacy Center, but collectively they can afford to share the expense of this facility. All three police departments have reviewed the proposed IGA and all three are in agreement with its contents.

BUDGETARY IMPACT:

Funding for Avondale's portion of this partnership is available in the 2006/07 operating budget.

RECOMENDATION:

Staff recommends that the City Council approve a resolution authorizing an intergovernmental agreement with the cities of Goodyear and Buckeye in order to create a regional Family Advocacy Center conditional upon satisfactory agreement on location and cost issues.

ATTACHMENTS:

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RESOLUTION NO. 2633-307

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOWN OF BUCKEYE AND THE CITY OF GOODYEAR RELATING TO THE DESIGN, CONSTRUCTION AND OPERATION OF THE AVONDALE, BUCKEYE AND GOODYEAR DOMESTIC VIOLENCE VICTIM ADVOCACY CENTER.

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

SECTION 1. That the Intergovernmental Agreement between the City of Avondale, the Town of Buckeye and the City of Goodyear and with respect to design, construction and operation of the Avondale, Buckeye and Goodyear Domestic Violence Victim Advocacy Center (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 5, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2633-307

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE AND THE CITY OF
GOODYEAR
FOR DESIGN, CONSTRUCTION AND OPERATION OF A
DOMESTIC VIOLENCE VICTIM ADVOCACY CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into on _____, 2007, by and between the City of Avondale, an Arizona municipal corporation ("Avondale"), the Town of Buckeye, an Arizona municipal corporation ("Buckeye") and the City of Goodyear, an Arizona municipal corporation ("Goodyear") (referred to individually as a "Partnering Agency" and collectively identified as the "Partnering Agencies"), for design, construction and operation of the Avondale, Buckeye and Goodyear Domestic Violence Victim Advocacy Center (the "Center")

RECITALS

A. At present, the number of reported child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases in the cities of Avondale and Goodyear and the Town of Buckeye is increasing, representing a continuing threat to the mental, physical, emotional welfare and safety of the victims within the corporate limits of Avondale, Buckeye and Goodyear.

B. Despite the Partnering Agencies' best efforts to protect victims, the current systems used by Avondale, Buckeye and Goodyear often cannot meet many victims' needs.

C. Each Partnering Agency currently implements a system that is designed for and oriented to all victims of these crimes, but which has few provisions tailored to the specific needs of individual victims. The advocacy system is designed to reduce trauma associated with crimes of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases by consolidating interviews, streamlining communication and coordination between agencies, providing specialized interviewing techniques and providing forensic medical exams.

D. Avondale, Buckeye and Goodyear believe that all three municipalities can improve services provided to victims of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence by the creation, development and implementation of a multi-disciplinary team approach in the investigation, assessment, referral for prosecution and medical and therapeutic treatment involving child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases.

E. Each of the Partnering Agencies shall have specific responsibilities (as outlined in the attached guidelines) with regard to the investigation, assessment, medical treatment, and prosecution of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases.

F. The multi-disciplinary team approach, through the institution of the Center, will serve to enhance the individual efforts of each Party.

G. Avondale, Goodyear and Buckeye have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, which have been incorporated herein by reference, the covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Purpose and Intent of Agreement.

1.1 The Partnering Agencies intend to develop, own and manage the Center for use by the Partnering Agencies to provide on-site agency collaboration through the use of the multi-disciplinary team approach in prevention, investigation, assessment, protection, referral for prosecution and treatment of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases.

1.2 This Agreement provides for the operation and funding of the Center and supersedes any and all agreements previously entered into for the operation of said facility.

1.3 This Agreement shall not become effective or binding as to any Partnering Agencies unless and until all Partnering Agencies duly approve and execute this Agreement, and at such time as the last Partnering Agency duly approves and executes this Agreement, it shall be effective and binding for a term of three years thereafter unless sooner terminated as set forth in Section 11 below.

1.4 Buckeye shall act as the overall day-to-day manager of the Center subject to the guidance of the Operations Committee (as defined below).

2. Contributions by Partnering Agencies. Each Partnering Agency shall make contributions toward annual operating, maintenance and repair costs (“O&M Costs”) in equal shares, as more fully set forth in Section 7 below.

3. Center Governance.

3.1 The overall goal in governing the Center shall be to establish operational and management structures that will provide the opportunity for Partnering Agencies to actively participate in the ongoing administration and management throughout the term of this Agreement.

3.2 The Operations Committee is hereby established by this Agreement. The duties and responsibilities of the Operations Committee are set forth in Section 4 below.

3.3 The governance objectives of this Agreement include:

- A. Provide a structure that enables administrative and fiscal review of the operation and maintenance of the Center by the Partnering Agencies.
- B. Establish an organization that facilitates decision-making.
- C. Develop an organization that will remain flexible and meet the needs of the Partnering Agencies over the term of the Agreement.

4. Operations Committee.

4.1 The Operations Committee consists of the Avondale Police Chief, the Buckeye Police Chief and the Goodyear Police Chief.

A. The Buckeye employee charged with the day-to-day operations of the Center (the “Center Director”) will attend Operations Committee meetings as a non-voting member. The Operations Committee will meet as necessary but not less than semi-annually. Meetings will be scheduled on not less than 30 days’ written notice to each Partnering Agency, except upon consent of all of the members of the Operations Committee.

B. Operations Committee members may appoint alternates who may attend Operations Committee meetings but who shall not have a vote except in the absence of the respective committee member. Members of the Operations Committee shall vote on all items on the basis of one vote per Operations Committee representative. In the case of an absence of an Operations Committee member, an appointed alternate shall have a voting right on behalf of the respective Partnering Agency. An Operations Committee member may not designate another Operations Committee member to be his proxy for voting purposes.

C. The Buckeye Police Chief shall serve as the initial chairman of the Operations Committee and shall preside at and conduct all meetings of the Operations Committee. Thereafter, at its first meeting at the beginning of each fiscal year (July 1 through June 30), the Operations Committee shall elect a chairman. Buckeye will provide a secretary to take minutes. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.

4.2 Role, Duties, and Responsibilities of the Operations Committee:

- A. Review and approve any capital improvement plan for the Center.
- B. Review and approve the annual Center operating and maintenance budget for the period July 1 through June 30 or portion thereof for each year of operation, by February 1st for the following fiscal year.
- C. Review and approve the operations manual that governs the Center planning and operating functions, including policies and procedures and any amendments thereto (the “Center Operations Manual”).

D. Make recommendations to the City/Town Managers and legal counsel for their respective Partnering Agencies regarding the disposition or settlement of any legal action, claim or lawsuit involving the Center or Partnering Agencies arising out of, or in connection with, operations of the Center.

E. All other duties and responsibilities as provided for in this Agreement, as may be amended from time to time.

4.3 Before any action or decision of the Operations Committee is taken or made, the members present shall have the opportunity to discuss their respective Partnering Agency's positions or opinions on matters before the Operations Committee. Actions shall be determined by a unanimous vote of members present at a meeting.

5. Center Director and Day-to-Day Management.

5.1 As the day-to-day manager of the Center, Buckeye shall have the responsibility to:

A. Maintain the Center in good condition and repair. Initially, the Partnering Agencies intend to operate the Center in a _____ SF leased building on the Facility Property (the "Temporary Facility"). Buckeye shall enter into a lease for the Temporary Facility and shall be responsible for all necessary payments related thereto. The Partnering Agencies shall equally share in all costs related to the Temporary Facility which costs shall be itemized monthly by Buckeye and presented to Avondale and Goodyear. All costs for furniture, equipment and supplies used at the Center shall be borne by the Partnering Agency using same.

B. Develop facility management contracts with vendors.

C. Make emergency repairs as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the Center functional.

D. Establish and maintain accounts and records, including personnel, property, financial, project management, and other records as required by Buckeye and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing O&M Costs.

5.2 The Center Director shall be appointed by and serve at the pleasure of the Buckeye Town Manager, as provided herein, and shall be in the classified service of Buckeye. The Center Director's salary and benefits shall be paid for out of the Center O&M Budget.

A. The members of the Operations Committee will participate in the selection process of the Center Director and will make a recommendation to the Buckeye Town Manager regarding selection of the Center Director. After considering recommendations from the Operations Committee members participating in the selection process, the Buckeye Town Manger will select the Center Director.

B. Through the Operations Committee's annual review and approval of the annual budget for the Center, the Operations Committee will establish priorities for the Center Director for the upcoming year as they relate to the Center. The Operations Committee may make recommendations to Buckeye regarding the Center Director's performance at the time when Buckeye is preparing to conduct the Director's evaluation. Buckeye agrees to consider the Operations Committee's recommendations in conducting the Center Director's performance evaluation and, in addition, Buckeye may use additional criteria in evaluating the Center Director's performance for the year.

C. If the Center Director's position becomes vacant while this Agreement is in effect, Buckeye agrees to provide an interim Center Director and to recruit and select a new Center Director as outlined herein. All cost for recruitment and selection for the position of Center Director shall be paid for by the Center O&M Budget.

5.3 The Center Director will be responsible for overseeing the day-to-day maintenance, operations and repair of the Center by the Facility Property owner, which oversight will be subject to review of and advice from the Operations Committee.

5.4 Each Partnering Agency will acquire, hold or dispose of the personal property necessary to operate its respective portion of the Center. All fixed facilities and equipment shall belong to the Partnering Agency that installed them. Partnering Agencies will acquire, hold or dispose of respective Partnering Agency property housed at the Center.

6. Operations Manual.

6.1 The Center Director will develop a Center Operations Manual to be submitted to the Operations Committee for review and approval. The Operations Manual will include but is not limited to the following:

- A. Scheduling procedures.
- B. Policies, procedures and practices for day-to-day (or otherwise necessary and beneficial to the) operations of the Center.
- C. The staffing and organizational structure of the Center.
- D. Policies, procedures, practices, terms and rental fees, if any, for use of the Center by non-participating agencies.
- E. Partnering Agency responsibilities when using the Center.
- F. General guidance for the Center Director necessary for the professional operation and management of the Center.

G. Any other matters deemed necessary or beneficial by the Center Director and Operations Committee.

6.2 The Center Director will develop an annual schedule for the Center for approval by the Center outlining each Partnering Agency's anticipated usage for the upcoming fiscal year. This schedule shall include all the received requests for facility usage from all the Partnering Agencies. Any subsequent requests will be handled on a first come, first served basis.

7. Budget, Finances and Partnering Agency Costs.

7.1 Annual operating, maintenance, and repair costs for the Center shall be shared by the Partnering Agencies equally. The Center Director will develop an estimated annual Center O&M Budget not later than November 15th and a final Center O&M Budget not later than January 15th for the following fiscal year in order for the Operations Committee to approve the O&M Budget not later than February 1st for the following fiscal year.

7.2 Annual operating, maintenance and repair costs for the Center will include:

- A. Authorized personnel salaries and benefits.
- B. Services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies and contractual services.
- C. Expenditures related to facility repair and maintenance.
- D. Liability Insurance as provided in Section 9 below.
- E. Other expenditures approved by the Operations Committee.

7.3 Each Partnering Agency shall bear, at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e., Partnering Agency-provided office furniture and equipment used by each jurisdiction).

7.4 Buckeye shall invoice each Partnering Agency on an annual basis for their proportionate share of O&M and contingency contributions, if any, by June 30th for each following fiscal year. For purposes of municipal budgeting and planning purposes, an estimate of the proportionate share for the following fiscal year will be provided to each Partnering Agency not later than February 1st of each year.

7.5 Each Partnering Agency shall reimburse the Center for the costs of repair of damage, beyond ordinary wear and tear, caused by that Partnering Agency. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and report to the Operations Committee. This provision does not apply to claims covered under any property coverage or insurance.

7.6 Buckeye will administer the financial activities of the Center as a separate enterprise fund (the “Center Enterprise Fund”) in accordance with generally accepted accounting principles. All Center accounts are subject to oversight and control of the Operations Committee.

A. Expenditures from the Center Enterprise Fund require the approval of the Center Director or the chair of the Operations Committee or vice-chair in the chair’s absence.

B. The Center Enterprise Fund will receive and separately account for all income belonging to the Center, including the Partnering Agencies’ annual contributions and outside rental income, if any.

C. All monies not expended in the Center Enterprise Fund will remain the property of the fund and roll forward into the next fiscal year for expenditure in accordance with subsection 7.2 above.

D. Any interest earned on the monies in the Center Enterprise Fund, after deducting applicable bank charges, must be credited to this fund.

7.7 Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Partnering Agencies.

8. Hold Harmless and Indemnification.

8.1 Each Partnering Agency agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that Partnering Agency to the extent arising from any negligent, reckless or intentional act or omission by any of that party’s employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.2 Each Partnering Agency shall be solely responsible for the costs of repair of damage to the Center caused by that Partnering Agency, as the case may be.

8.3 To the extent permitted by law, each Partnering Agency (an “Indemnitor”) shall indemnify, hold harmless, and defend the Center and each other Partnering Agency (the “Indemnified Parties”) for, from and against all claims and lawsuits resulting from any claim, demand, cost or judgment made against the Center and the Indemnified Parties to the extent arising from any negligent act or intentional misconduct by any of the Indemnitor’s employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.4 In the event of any lawsuit that names the Center or more than one Partnering Agency as a defendant (“Defendant Party” or “Defendant Parties”), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

8.5 The Partnering Agencies further agree that they are not joint employers for the purpose of workers compensation coverage and that any Partnering Agency employee assigned to the Center shall remain an employee of such Partnering Agency. To the extent that employees of one Partnering Agency performs duties on behalf of another Partnering Agency, such employee shall be deemed to be an “employee” of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any workers’ compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

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

9. Insurance.

9.1 Partnering Agencies mutually agree to provide for their respective financial responsibilities as respects liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.

9.2 Except as set forth in subsection 8.5 above, each Partnering Agency shall be fully responsible for any workers’ compensation claims made by any individual assigned by that particular Partnering Agency to the Center for training, education or development.

9.3 The Center Director shall secure and maintain indemnification and proper proof of insurance coverage from any non-partnering agency assigning individuals to the Center.

9.4 The Center Director shall make provision for and maintain all standard and prudent liability insurance coverage with a deductible in an amount equal to the mandatory arbitration limit as set by the Maricopa County Superior Court. Coverage shall be secured through the placement of coverage with a third party insurer. All costs of coverage will be incorporated into the Center O&M Budget, and will be divided equally between the Partnering Agencies on an annual basis.

9.5 This section shall be limited to the extent provided for in the contract for insurance secured through a third party insurer. The authority for the settlement of any claim or lawsuit against the Center or all of the Partnering Agencies shall lay with the City/Town Council of each Partnering Agency and shall be provided for by funds allocated among the Partnering Agencies, whether such funds are available through the Center O&M Budget or additional contributions from the Partnering Agencies are required. Except to the extent provided for in the contract for insurance secured through a third party insurer, the authority to settle any claim or lawsuit arising out of or connection with the use or operation of the Center made against an

individual Partnering Agency or some of the Partnering Agencies not amounting to all of the Partnering Agencies shall lay with the individual Partnering Agency or Agencies in accordance with any governing legal authorities applicable to such Partnering Agency or Agencies, as the case may be.

9.6 This section shall be limited to the extent provided for in the contract for insurance secured through a third party insurer. In the event a liability claim or lawsuit is filed against the Center or all of the Partnering Agencies related to the use and operation of the Center, there shall be a meeting between the risk managers and attorneys from each Partnering Agency to discuss how best to address the claim or lawsuit. Should the parties agree to settle any claim or lawsuit against the Center, the risk managers and attorneys will make such a recommendation to their respective Town/City Council. Notwithstanding the foregoing, the authority to settle any claim or lawsuit arising out of or connection with the use or operation of the Center made against an individual Partnering Agency or some of the Partnering Agencies not amounting to all of the Partnering Agencies shall lay with the individual Partnering Agency or Agencies in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies, as the case may be.

10. Agreement Modification and Integration.

10.1 Prior to processing an amendment to this Agreement, a recommendation shall be provided by the Center Director and forwarded to the Operations Committee for approval. To be effective, any modification of this Agreement must be in writing, signed by the parties and approved by their respective governing bodies. The addition of any new Partnering Agency shall constitute an amendment to this Agreement and shall be processed pursuant to this Section.

10.2 This Agreement, including the attachments and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the parties with respect to the matters contained herein. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

11. Termination of Agreement and Assignment.

11.1 Voluntary Termination.

A. Any Partnering Agency wishing to terminate participation prior to the end of the three-year term must provide not less than 60 days written notice of intent to terminate.

B. Any Partnering Agency voluntarily terminating in accordance with this Section shall forfeit any contribution made to the annual operating, maintenance, and repair costs referenced in Section 7 of this Agreement.

11.2 Assignment.

A. A Partnering Agency may fully assign its rights and obligations under this Agreement as provided herein. No partial assignment of a Partnering Agency's rights and obligations hereunder shall be permitted.

B. The assigning Partnering Agency's rights and obligations hereunder may only be assigned by a written instrument approved by the respective governing bodies of the new partner and remaining Partnering Agencies, recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights, and approved by the governing body of the new partner, specifically assuming such rights and obligations.

C. Upon approval of an assignment and assumption hereunder, the assigning Partnering Agency's rights and obligations hereunder shall terminate.

11.3 Involuntary Termination.

A. The failure of any Partnering Agency to adhere to the terms and conditions of this Agreement, including timely payment of fees due, may constitute grounds for that Partnering Agency's involuntary termination from participation in the Center.

B. A Partnering Agency in breach of any of the terms of this Agreement ("Breaching Party") must be notified in writing by the Center Director that, unless it comes into compliance within 30 days of receipt of written notice, its participation in the Center may be involuntarily terminated.

C. If the Breaching Party fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Operations Committee.

D. The Operations Committee will provide the Breaching Party an opportunity to appear before it and to show why its participation in the Center should not be involuntarily terminated. The failure of the Breaching Party to appear shall constitute a waiver of any future right to do so.

E. Upon unanimous agreement of the Partnering Agencies not in default, the Operations Committee will notify the Breaching Party in writing that its participation in the Center is terminated and that it will forfeit any claim to any Center assets.

11.4 Buckeye retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other Partnering Agencies.

11.5 A Partnering Agency terminated for late or non-payment forfeits any claim to any Center assets or use of the Center as a Partnering Agency to this Agreement.

11.6 A Partnering Agency whose participation in the Center has been involuntarily terminated in accordance with this Section shall forfeit any contribution made to the annual operating, maintenance and repair costs referenced in Section 7 of this Agreement.

12. General Terms.

12.1 Nothing contained in this Agreement confers any right to any person, (including, but not limited to, the Center Director or entity not a party to this Agreement.

12.2 No member, official or employee of the any of the Partnering Agencies may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARIZ. REV. STAT. § 38-511.

12.3 Each Partnering Agency warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services.

12.4 No member, official or employee of any Partnering Agency will be personally liable to the other Partnering Agencies, or any successor in interest, in the event of any default or breach by that Partnering Agency or for any amount which may become due to another Partnering Agency, or on any obligation under the terms of this Agreement.

12.5 Except as otherwise expressly provided in this Agreement, any failure or delay by any Partnering Agency in asserting any of its rights or remedies as to any default will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

12.6 If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

12.7 The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

12.8 The provisions of this Agreement for payment of funds by the Partnering Agencies shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Partnering Agencies shall be the sole judge and authority in determining the availability of funds under this Agreement and the Partnering Agencies shall keep the other Partnering Agencies fully informed as to the availability of funds for its program. The obligation of the Partnering Agencies to make any payment pursuant to this Agreement is a current expense of the Partnering Agencies, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Partnering Agencies. If the City/Town Councils of the Partnering Agencies fail to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Partnering Agencies shall relieved of any subsequent obligation under this Agreement.

CITY OF AVONDALE:

By: _____
Marie Lopez-Rogers, Mayor

Date:

ATTEST:

Linda M. Farris, City Clerk

CERTIFICATION BY LEGAL COUNSEL

The foregoing domestic violence victim advocacy center intergovernmental agreement between the City of Avondale, the Town of Buckeye and the City of Goodyear is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

Andrew J. McGuire, City Attorney

TOWN OF BUCKEYE:

By: _____
Bobby D. Bryant, Mayor

Date:

ATTEST:

Linda Garrison, Town Clerk

CERTIFICATION BY LEGAL COUNSEL

The foregoing domestic violence victim advocacy center intergovernmental agreement between the City of Avondale, the Town of Buckeye and the City of Goodyear is in proper form and is within the powers and authority of the Town of Buckeye granted under the laws of the state of Arizona.

Scott W. Ruby, Town Attorney

CITY OF GOODYEAR:

By: _____
James Cavanaugh, Mayor

Date:

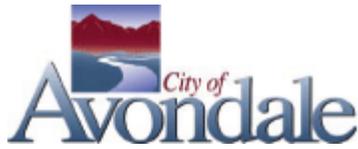
ATTEST:

Dee Cockrum, City Clerk

CERTIFICATION BY LEGAL COUNSEL

The foregoing domestic violence victim advocacy center intergovernmental agreement between the City of Avondale, the Town of Buckeye and the City of Goodyear is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

Roric M. Massey, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2626-307- Arizona State Parks Heritage
Grant - Festival Fields

MEETING DATE:

March 5, 2007

TO: Mayor and Council

FROM: Daniel Davis, Director of Parks, Recreation and Libraries (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the submittal of an application for an Arizona State Parks Heritage Grant in the amount of approximately \$775,000.

BACKGROUND:

The Arizona State Parks Heritage Fund provides an opportunity for municipalities to submit local parks and recreation projects for funding consideration. The program requires a 50% match by the local community, with a maximum grant of approximately \$775,000. The program is competitively based, awarding points to projects that address local community needs, comprehensive planning, public involvement, low maintenance, energy conservation, and collaboration with local agencies. Staff has included the continued development of the Festival Fields in our annual Capital Improvement Program and intends to apply for a grant to help fund the additional improvements.

DISCUSSION:

On November 21, 2005 the City of Avondale approved a Design/Build Agreement with Landscapes Unlimited, LLC to design and construct Festival Fields. The park development project was planned to be constructed in multiple phases dependant on funding availability. Phase 1 of the project is near completion and will consist of a lighted four-field softball complex, festival area, restroom, roadways, and parking. Phase 2 of the project will include the construction of 6 lighted youth ball fields, play equipment, basketball and tennis courts, ramadas, restrooms, roadways, parking, and landscaping.

BUDGETARY IMPACT:

The proposed grant would request \$775,000 from the Heritage Fund toward completion of phase 2 of the park development. The required local 50% match would be funded from the FY08 Capital Improvement Program.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal of an application for an Arizona State Parks Heritage Grant in the amount of approximately \$775,000.

ATTACHMENTS:

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 [Resolution 2626-307](#)

RESOLUTION NO. 2626-307

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING SUBMITTAL OF A GRANT APPLICATION FOR LOCAL, REGIONAL AND STATE PARKS HERITAGE FUNDING FROM THE ARIZONA STATE PARKS HERITAGE FUND FOR PARK DEVELOPMENT.

WHEREAS, ARIZ. REV. STAT. § 41-503 authorizes the establishment of the Local, Regional and State Parks Program, providing funds to the State of Arizona (the “State”) and other eligible applicants for acquiring lands and developing facilities for public outdoor recreation purposes (the “Program”); and

WHEREAS, the Arizona State Parks Board (the “Board”) is responsible for administering the Program within the State and establishing necessary rules and procedures governing application by state and local agencies under the Program (the “Procedures”); and

WHEREAS, the Procedures require an applicant to certify by resolution (i) the approval to submit an application, (ii) the authorization to sign necessary documents, (iii) the availability of funds for a local cash match of 50% and (iv) the authorization to enter into a Participant Agreement with the Board prior to the submission of said application to the Board; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to authorize the submittal of an application for consideration to the Board.

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

SECTION 1. That submittal of an application for Local, Regional and State Parks grant assistance (the “Application”), is hereby approved.

SECTION 2. That the City Council certifies that it (i) will identify matching funds in the amount of \$775,000 in its Parkland Development Fund and its General Fund for FY 2007-2008 and (ii) has designated park development as a priority in the City’s FY 2005-2010 Capital Improvement Plan.

SECTION 3. That the Application is consistent and compatible with all adopted plans and programs of the City Council for outdoor recreation improvements.

SECTION 4. That City Staff is hereby directed to comply with all appropriate procedures, guidelines, and requirements established by the Board as a part of the Application process.

SECTION 5. That City Staff is hereby directed to comply with all appropriate state and federal regulations, policies, guidelines and requirements as they relate to the Application.

SECTION 6. 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 take all other steps necessary for the completion of the Application process.

PASSED AND ADOPTED by the Council of the City of Avondale, March 5, 2007.

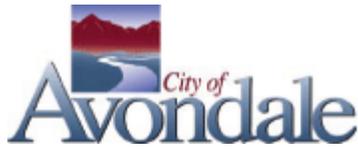
Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Resolution 2629-307 - Arizona State Trails Heritage
Grant

MEETING DATE:
March 5, 2007

TO: Mayor and Council
FROM: Daniel Davis, Director of Parks, Recreation and Libraries (623)333-2411
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the submittal of an application for an Arizona State Trails Heritage Grant in the amount of approximately \$85,000.

BACKGROUND:

In September 2005, Council approved a Professional Services Contract with Danelowitz and Associates to design a pedestrian trail along the Agua Fria River levee, from Coldwater Park to Friendship Park. The project includes a 12 foot wide multi-use path, an underpass at Van Buren Street, benches, lighting and signage. The Design Concept Report has been approved by the Arizona Department of Transportation (ADOT) and our consultant has started the development of the construction documents, which will be completed by mid-2007, allowing construction to begin shortly thereafter.

DISCUSSION:

The Arizona State Trails Heritage Fund provides an opportunity for municipalities to submit local trail projects for funding consideration. The program requires a 50% match by the local community, with a maximum grant of approximately \$85,000. The program is competitively based, awarding points to projects that address local community needs, comprehensive planning, public involvement, low maintenance, energy conservation, and collaboration with local agencies. Staff has included the continued development of the Agua Fria River Corridor in our annual Capital Improvement Program and intends to apply for a grant to help fund the additional improvements.

BUDGETARY IMPACT:

The proposed grant would request \$85,000 from the Heritage Trail Fund to continue to development the Agua Fria River Trail Corridor. The required local 50% match would be funded from the FY08 Capital Improvement Program.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal of an application for an Arizona State Trail Heritage Grant in the amount of approximately \$85,000.

ATTACHMENTS:

Click to download

[Resolution 2629-307](#)

RESOLUTION NO. 2629-307

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING SUBMITTAL OF A GRANT APPLICATION FOR FUNDING FROM THE ARIZONA STATE PARKS TRAILS HERITAGE FUND FOR TRAIL DEVELOPMENT.

WHEREAS, ARIZ. REV. STAT. § 41-503 authorizes the establishment of the Trails Heritage Funds Program, providing funds to the State of Arizona (the “State”) and other eligible applicants for acquiring lands and developing non-motorized trails and facilities for public use (the “Program”); and

WHEREAS, the Arizona State Parks Board (the “Board”) is responsible for administering the Program within the State and establishing necessary rules and procedures governing application by state and local agencies under the Program (the “Procedures”); and

WHEREAS, the Procedures require an applicant to certify by resolution (i) the approval to submit an application, (ii) the authorization to sign necessary documents, (iii) the availability of funds for a local cash match of 50% and (iv) the authorization to enter into a Participant Agreement with the Board prior to the submission of said application to the Board; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to authorize the submittal of an application for consideration to the Board.

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

SECTION 1. That submittal of an application for FY 2007 Trails Heritage Fund grant assistance (the “Application”) is hereby approved.

SECTION 2. That the City Council certifies that it (i) will identify matching funds in the amount of \$85,000 in its Parkland Development Fund and its General Fund and (ii) has designated park development as a priority in the City’s FY 2005-2010 Capital Improvement Plan.

SECTION 3. That the Application is consistent and compatible with all adopted plans and programs of the City Council for outdoor recreation improvements.

SECTION 4. That City Staff is hereby directed to comply with all appropriate procedures, guidelines, and requirements established by the Board as a part of the Application process.

SECTION 5. That City Staff is hereby directed to comply with all appropriate state and federal regulations, policies, guidelines and requirements as they relate to the Application.

SECTION 6. 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 take all other steps necessary for the completion of the Application process.

PASSED AND ADOPTED by the Council of the City of Avondale, March 5, 2007.

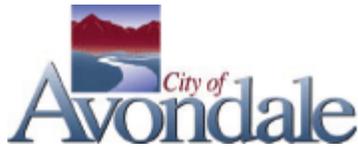
Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2632-307 Authorizing an Intergovernmental Agreement - Maricopa County - Street Lighting Improvements Project - Indian School Road - Old Litchfield Road to Dysart Road

MEETING DATE:

March 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and Maricopa County (County) for Street Lighting Improvements on Indian School Road from Old Litchfield Road to Dysart Road, authorize the transfer of \$390,000 from line item 304-1158-00-8410, Elm Lane Drainage Mitigation, to a proposed line item for the Street Lighting Improvements Project on Indian School Road, and authorize the Mayor and City Clerk to execute the necessary documents.

BACKGROUND:

Indian School Road, from Old Litchfield Road to Dysart Road, is a two-lane curbed roadway that was constructed in 1969 and is maintained and operated by Maricopa County. The existing two-lane roadway is not sufficient to handle the increased traffic resulting from development in the area. To date, no half-street improvements have been constructed along this segment of roadway in conjunction with residential and commercial development.

Indian School Road is an east-west road separating the Cities of Avondale and Litchfield Park. Maricopa County Department of Transportation (MCDOT) has programmed the construction of this section of Indian School Road for the Spring of 2007 for approximately 1.13 miles to a 5-lane minor arterial with bike lanes and sidewalks. The County will acquire the desired ultimate right-of-way for future construction of a 7-lane (6 lanes plus a raised median) urban arterial roadway section with bike lanes.

The County is committed to the construction of the roadway improvements; and has scheduled the construction bid package to be advertised beginning March 5, 2007.

The City proposes to annex Indian School Road from Old Litchfield Road to Dysart Road after improvements are completed and accepted by the City and County. All improvements associated with this project are consistent with city standards; however, one element not included in the improvement project is street lights. Street lights are a standard item and part of the urban street section design for the City. Staff desires to include street lights as part of the project's construction; the result would meet the standard requirements for a city urban arterial.

The County is amenable to accommodating the City's street lighting project for this section of Indian School Road provided that the project does not delay the opening of the bids scheduled for April 11, 2007 for the roadway improvement construction; and that the County does not incur any costs related to the project.

Staff proposes to enter into an IGA with Maricopa County. The IGA will stipulate the terms and conditions

related to the installation of street lights as an element of the MCDOT roadway improvements project on Indian School Road.

DISCUSSION:

The purpose of this Intergovernmental Agreement is to identify and define the County's and the City's respective responsibilities for the street lighting improvements project on Indian School Road from Old Litchfield Road to Dysart Road. The City's project design plans will be included as a contingent addendum to the County's roadway improvement construction bid package scheduled to be advertised beginning March 5, 2007; the bid opening is scheduled for April 11, 2007.

It is anticipated that the City project design plans will provide that the contractor awarded the road improvement contract (MCDOT Contractor) will be responsible for all construction activities for the project, including, but not limited to:

- Electrical conduit sleeves under the roadway
- Trenching
- Street light pole foundations
- J-Boxes
- Traffic control
- Acquisition and installation of street light poles, fixtures, wiring and related incidental activities and expenses

Terms of Agreement

The *County* shall:

- Act as the Lead Agency for the project.
- Include the City's project design plans as a contingency addendum to the County's roadway improvement construction bid package only if the project design plans are submitted to the County no later than February 19, 2007. The City must furnish the County with an electronic version and a hard copy of the following project documents:
 - o Itemized Bid Schedule
 - o Plans and Specifications
 - o Engineer's Estimate
- Upon the awarding of the construction contract, the County will invoice the City for the costs associated with the project as delineated in the contract.
- Obtain the City's approval for any change order or modification to the project that will have a negative financial impact upon the City prior to proceeding.

The *City* shall:

- Furnish the County with the requested project documents no later than February 19, 2007 for the project design plans to be included as part of the County's roadway improvement construction bid package. (This has been done).
- Incur all design, construction, construction administration, and any and all other costs associated with the project. The project cost is currently estimated to be three hundred eighty-two thousand dollars (\$382,000).
- Remit payment within thirty (30) days of receipt of an invoice from the County for the costs associated with the project.
- Cooperate with the County in its efforts to expedite the completion of the project and the roadway improvements.
- Upon completion of this project, immediately proceed with the annexation of Indian School Road from the point that the Goodyear city limit crosses Indian School Road (approximately 33' west of the

centerline of Old Litchfield Road) to the centerline of Dysart Road.

- Be responsible for the operation and maintenance of the project when construction has been completed.
- Not impose any project costs upon the County.
- Hold the County harmless for any and all claims arising from the design, operations, maintenance, or other activities in the project.

BUDGETARY IMPACT:

A line item for the Street Lighting Improvements Project to Indian School Road will be created. Funding for this project, in the amount of \$390,000, will be transferred from line item 304-1158-00-8410, Elm Lane Drainage Mitigation, to the newly created line item. The Elm Lane project will still be completed in the future as anticipated grant funding becomes available.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and Maricopa County (County) for Street Lighting Improvements on Indian School Road from Old Litchfield Road to Dysart Road, authorize the transfer of \$390,000 from line item 304-1158-00-8410, Elm Lane Drainage Mitigation, to a proposed line item for the Street Lighting Improvements Project on Indian School Road, and authorize the Mayor and City Clerk to execute the necessary documents.

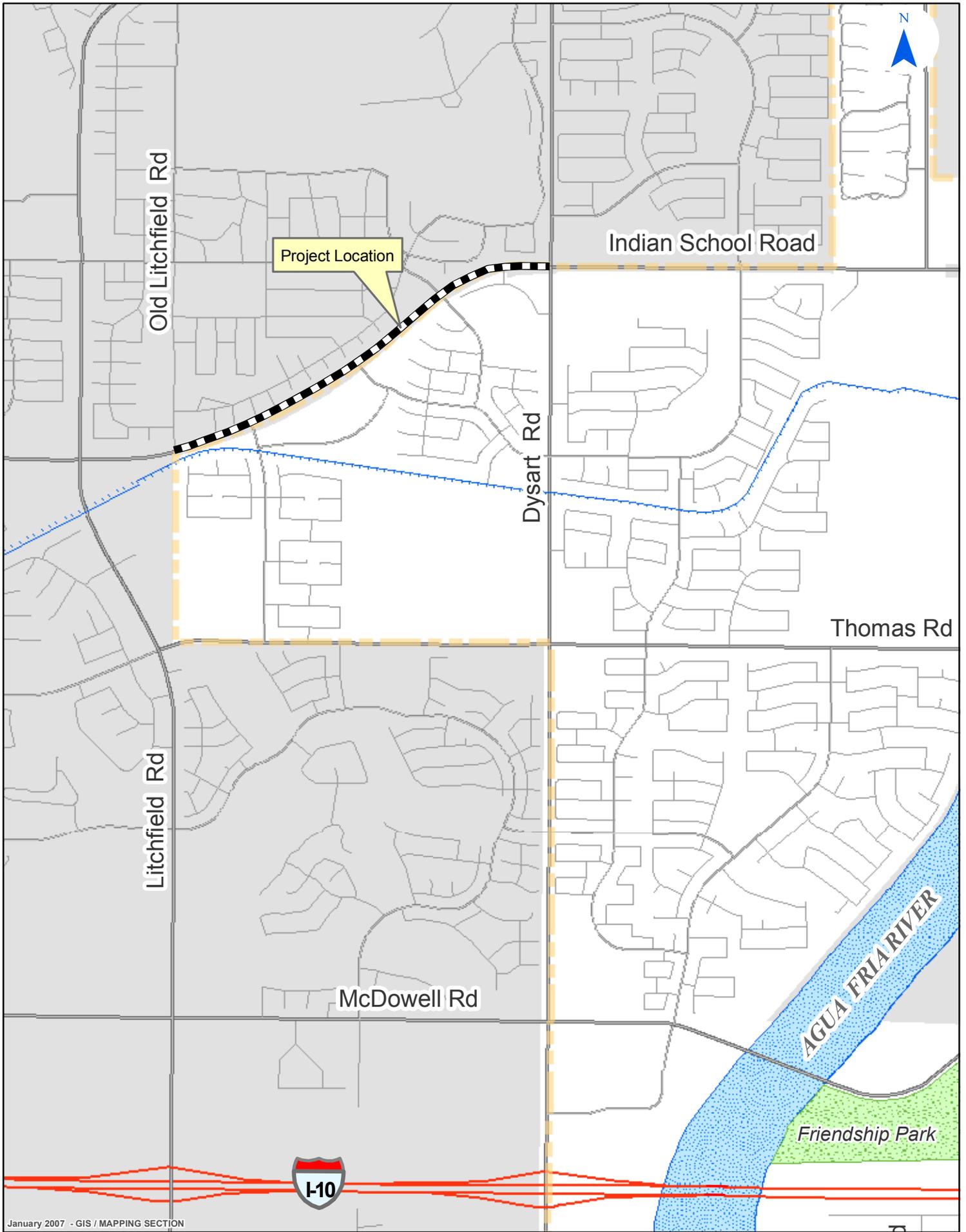
ATTACHMENTS:

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 [vicinity map](#)

 [RES - 2632-307](#)

VICINITY MAP



January 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE Street Lighting Improvement Project

RESOLUTION NO. 2632-307

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO IMPROVEMENTS TO INDIAN SCHOOL ROAD FROM OLD LITCHFIELD ROAD TO DYSART ROAD.

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

SECTION 1. That the Intergovernmental Agreement with Maricopa County relating to improvements to Indian School Road from Old Litchfield Road to Dysart Road (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 5, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 2632-307

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE
FOR STREET LIGHTING IMPROVEMENTS TO INDIAN SCHOOL
ROAD FROM OLD LITCHFIELD ROAD TO DYSART ROAD

This Agreement is between the County of Maricopa, a body politic, acting through the Maricopa County Department of Transportation (County), and the City of Avondale, a municipal corporation (Avondale).

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes § 11-952, as amended.

STATUTORY AUTHORIZATION

1. The County is empowered by Arizona Revised Statutes § 11-251 and § 28-6701, et. seq., to lay out, maintain, control and manage public roads within the County, and enter into this Agreement.
2. Arizona Revised Statutes § 11-951, et seq., provide that public agencies may enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. The City of Avondale is authorized to enter into this Agreement pursuant to Article I, Section 3 of the Avondale City Charter.

BACKGROUND

4. Indian School Road, from Old Litchfield Road to Dysart Road, is a two lane curbed roadway that was constructed in 1969. The existing two-lane roadway is not sufficient to handle the increased traffic caused by increasing development in this area. No half street improvements have been constructed along this segment of roadway in conjunction with residential and commercial development.

5. Indian School Road is an east-west road bisecting the Cities of Avondale and Litchfield Park. The project area extends along Indian School Road for approximately 1.13 miles between Old Litchfield Road and Dysart Road. The improvements for this segment of Indian School Road are a 5 Lane Minor Arterial with bike lanes. The County will acquire the desired ultimate right-of-way for future construction of a 7 lane (6 lanes plus a raised median) Urban Arterial roadway section with bike lanes.
6. The County is committed to moving forward with the construction of the roadway improvements set forth above without delay. The County's roadway improvement construction bid package is scheduled to be advertised beginning March 5, 2007.
7. The County is amenable to accommodating the City's Street Lighting Project (Project) for this section of Indian School Road provided that the Project in no way delays the opening of the bids scheduled for April 11, 2007 for the roadway improvement construction and that the County does not incur any costs whatsoever related to the Project.

PURPOSE OF THE AGREEMENT

8. The purpose of this Intergovernmental Agreement is to identify and define the County's and City's respective responsibilities for the Project and include the City's Project design plans as a contingent addendum to the County's roadway improvement construction bid package scheduled to be advertised beginning March 5, 2007. The bid opening is scheduled for April 11, 2007.
9. It is anticipated that the City Project design plans will provide that the contractor awarded the road improvement contract (MCDOT Contractor) will be responsible for all construction activities for the Project, including, but not limited to, electrical conduit sleeves under the roadway, trenching, street light pole foundations, J-Boxes, traffic control, acquisition and installation of street light poles, fixtures, wiring and related incidental activities and expenses.

TERMS OF THE AGREEMENT

10. The County agrees to:

10.1 Act as the Lead Agency for the Project.

10.2 Include the City's Project design plans as a contingent addendum to the County's roadway improvement construction bid package only if the Project design plans are submitted to the County no later than February 19, 2007. The City must furnish the County an electronic version and a hard copy of the following Project documents:

- Itemized Bid Schedule
- Plans and Specifications
- Engineer's Estimate

- 10.3 Upon the awarding of the construction contract (Contract), will invoice the City for the costs associated with the Project as delineated in the Contract.
- 10.4 Obtain the City's approval for any change order or modification to the Project that will have a negative financial impact upon the City prior to proceeding.

11. The City of Avondale agrees to:

- 11.1 Furnish the County with the requested Project documents no later than February 19, 2007 for the Project design plans to be included as part of the County's roadway improvement construction bid package.
- 11.2 Incur all design, construction, construction administration, and any and all other costs associated with the Project. The Project cost is currently estimated to be three hundred eighty-two thousand dollars (\$382,000).
- 11.3 Remit payment within thirty (30) days of receipt of an invoice from the County for the costs associated with the Project.
- 11.4 Cooperate with the County in its efforts to expedite the completion of the Project and the roadway improvements.
- 11.5 Upon completion of this project, immediately proceed with the annexation of Indian School Road from the point that the Goodyear city limit crosses Indian School Road (approximately 33' west of the centerline of Old Litchfield Road) to the centerline of Dysart Road.
- 11.6 Be responsible for the operation and maintenance of the Project when construction has been completed.
- 11.7 Not impose any Project costs upon the County.
- 11.8 In addition to the obligations imposed by Paragraph 12 below, hold the County harmless for any and all claims arising from the design, operation, maintenance, or other activities involved in the Project.

GENERAL TERMS AND CONDITIONS

- 12. The parties hereby agree that to the extent permitted by law, each party will indemnify and save the other parties harmless, including any of the parties departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying party of any of the

provisions of this agreement. Each party hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

13. This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder pursuant to A.R.S. Section 11-952 and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written agreement by both parties. Either party may terminate this Agreement upon furnishing the other party with a written notice at least thirty (30) days prior to the effective termination date.
14. Pursuant to Arizona Revised Statutes 11-952, as amended, attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement.
15. This agreement shall be subject to the provisions of ARS Section 38-511.
16. This agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
17. This agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
18. This agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new agreement.
19. This agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this agreement.
20. Any funding provided for herein, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors in such fiscal year.

End of Agreement – Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Kenny W. Harris, P.E. Date
County Engineer

Approved and Accepted:

By: _____
Chairman, Board of Supervisors

Attest:

By: _____
Clerk of the Board Date

APPROVAL OF COUNTY COUNSEL

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the County of Maricopa, and the Cities of Avondale and Litchfield Park, and declare the agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Deputy County Counsel Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF AVONDALE

Recommended by:

_____ Date

Approved and Accepted:

By: _____

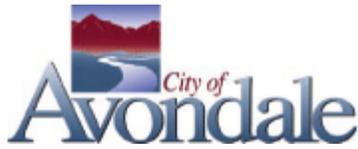
Attest:

By: _____
City Clerk Date

APPROVAL OF CITY ATTORNEY

In accordance with the requirements of Arizona Revised Statute 11-952 (D), the undersigned attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and that (ii) as to his client only, he has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the laws of the State of Arizona.

City Counsel Date



DEVELOPMENT SERVICES

SUBJECT: Master Site Plan for Summit at Avondale (DR-06-3)

MEETING DATE: March 5, 2007

TO: Mayor and Council
FROM: Scott Wilken, Senior Planner (623)333-4016
THROUGH: Charlie McClendon, City Manager

REQUEST: Master Site Plan for the Summit at Avondale Phase I

PARCEL SIZE: 17.57 acres

LOCATION: Southwest corner of Avondale Blvd. and Interstate 10 (Exhibits A & B)

APPLICANT: Karen Keith, Snell and Wilmer

OWNER: Avalon Commercial Corporation

BACKGROUND:

The property was annexed on March 21, 2005 and zoned AG (Agricultural). It was rezoned to PAD (Planned Area Development) on September 6, 2005. The approved PAD Plan shows a 9-acre Restaurant/Retail subarea along Avondale Boulevard and a mix of professional office, hotel, restaurant, and retail uses in a 24-acre Mixed Use Office Park subarea on the remainder of the site (Exhibit E). The owner has renamed the proposed development "The Summit at Avondale."

On November 6, 2006 the Council approved a request to amend the Shops at Avondale Boulevard Planned Area Development (PAD) to add professional, administrative, corporate, business or medical offices to the list of permitted uses in the Retail/Restaurant subarea north of Roosevelt Street. The streets and utility infrastructure are currently under construction.

SUMMARY OF REQUEST:

1. The proposed master site plan includes an office building, parking garage, retail shops and hotel. The hotel will include a conference center, restaurant, and a spa fitness center. The following table summarizes the building square footage and height.

Building Summary

Building	Square Feet	Building Height	Stories
Office Building	150,000	77' 6"	5
Parking Garage	310,250	67' 6"	5
Hotel	209,000	101'	8
Conference Center	31,300	40' 2"	1
Hotel restaurant/lounge	4,100	16'	(w/in hotel) 1
Spa/Fitness Center	6,400	30'	1
Restaurant tbd	tbd	1	Retail 14,600 1
Total 462,516			

2. Master site plan approval is requested to establish circulation, access, parking, and building placement.

3. Final site plan approval is requested for the office, parking garage/retail shops, and hotel/conference center. The final site plan for the restaurant will be submitted later and reviewed administratively.

4. The proposed site plan will be Phase I of The Summit at Avondale. Phase II will be on property located south of Roosevelt Street, and will be submitted later as a separate application.

5. Phase I of The Summit at Avondale will occur in the following order: off-site infrastructure (currently underway), followed by the office building, parking garage and retail shops, followed by the hotel/conference

center. The applicant has stated that office building and parking garage will be completed during the summer of 2008, while the hotel/conference center will be completed in late 2008 or early 2009. The applicant has not provided information regarding the timing of the final site plan for the restaurant.

6. Access to the site will be provided from two driveways on Roosevelt Street and a driveway on 117th Avenue.

7. The master site plan provides approximately 1,556 parking spaces, including 42 handicap accessible spaces. The parking garage will accommodate 1,080 spaces and there will be 476 surface parking spaces.

8. The proposed architecture is designed to compliment each of the proposed buildings by inclusion of stone and brick veneers, smooth-finish stucco, painted pre-cast concrete and neutral earth tone colors.

9. The PAD standards require pedestrian refuge areas with a minimum of 50 square feet and a 500 square foot outdoor plaza for each building. The office building is providing outdoor plazas with seating walls at both entrances. The retail area will be providing seating walls across the main entrance. The hotel will provide two bench seating areas. All areas will include landscaping.

10. A three-foot wall will be used to screen the parking lot from all adjacent public streets.

11. Retention for the site will primarily be routed to underground pipes and three small basins adjacent to Avondale Boulevard and Roosevelt Street.

PARTICIPATION:

A letter of notification and a copy of the site plan were mailed on January 17, 2006 to 11 property owners within 500 feet of the subject property and the Arizona Department of Transportation (ADOT). ADOT has informed staff that this project is in the I-10 Widening Project area. ADOT has requested that it be kept apprised of this development to coordinate with its future plans for I-10. No other comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission considered this item at their meeting on February 15, 2007 and voted 7-0 to recommend APPROVAL of this request subject to the following stipulations:

1. The development shall conform to the site plan, landscape plan, elevations, and narrative date stamped February 9, 2007, except as modified by these stipulations.
2. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the site plan shall expire within one year if a building permit has not been issued.
3. All proposed buildings for Phase I and Phase II, including those of franchise uses, shall use the Materials and Color Selections Board date stamped January 29, 2007, and shall conform to the architectural theme established by this master site plan.
4. Final landscape plans for each building shall be reviewed and approved by the Planning Division prior to the issuance of any building permits for those buildings.
5. A master signage plan shall be submitted at the time of first final landscape plan submittal. The master sign plan shall be approved by the Planning Division prior to the issuance of any Certificate of Occupancy.
6. The final landscape plan for the Phase I hotel/conference center shall include the design of the entry water feature.
7. The final landscape plan for the Phase I hotel/conference center shall include an enhanced entry drive using date palm trees and other trees a minimum of 48" box in size.
8. During construction, any disturbed, but undeveloped, portions of the master site shall be covered with decomposed granite for dust control until such time that those portions are developed.
9. A cross-access agreement shall be recorded prior to the issuance of a Certificate of Occupancy.
10. All perimeter street improvements along Roosevelt Street, Avondale Boulevard, and 117th Avenue including paving, curb, sidewalk, streetlights, and landscaping must be completed and accepted by the City Engineer prior to the issuance of any certificate of occupancy.
11. A final plat shall be recorded prior to the issuance of any Certificate of Occupancy.
12. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.
13. The developer will allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat.
14. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment

rules prior to recordation of the final plat.

15. The glass towers containing the stairs for the parking garage shall be climate controlled.

16. A total of no more than 30% of the floor space of the office building may be used for medical office.

17. Any changes to the site plan, landscape plan, building architecture, or photometric plan shall be reviewed and approved by the Planning Division prior to the issuance of a building permit for the revised portion of the site.

18. Prior to the issuance of a building permit for the parking garage, the garage elevations shall be revised to comply with the PAD and Freeway Corridor Specific Plan requirement that "Buildings shall be designed to give the appearance of fronting or facing onto the freeway." This revision shall be reviewed and approved by the Planning Division.

19. Prior to the issuance of a building permit for the hotel/conference center, the hotel/conference center elevations shall be revised to comply with the PAD and Freeway Corridor Specific Plan requirement that "Buildings shall be designed to give the appearance of fronting or facing onto the freeway." This revision shall be reviewed and approved by the Planning Division.

20. Final site plan for the restaurant pad shall be reviewed and approved by the Planning Division.

21. Prior to issuance of a Certificate of Occupancy, the developer shall either 1) complete the widening of Roosevelt Street on the east side of Avondale Boulevard per the requirements of the City Engineer or 2) place a bond in the amount of all estimated costs associated with the widening of Roosevelt Street on the east side of Avondale Boulevard and provide to the City Engineer justification that the intersection will adequately operate in the interim.

22. Prior to the issuance of a Certificate of Occupancy, the developer shall reach a reimbursement agreement with the City for costs associated with the acquisition and environmental clean-up of right-of-way at the east leg of the intersection of Avondale Boulevard and Roosevelt Street.

23. Prior to the issuance of a Certificate of Occupancy, the developer shall dedicate additional rights-of-way for Avondale Blvd. and 117th Avenue per the requirements of the City Engineer.

24. Prior to the issuance of a certificate of occupancy for the office building, a sufficient amount of parking spaces to comply with the Zoning Ordinance and PAD shall be constructed. This parking may be surface parking, parking garage, or both.

25. All utilities, including water and sanitary sewer, as shown on the improvement plans approved by the City, shall be installed, accepted by the City Engineer, and operational prior to the issuance of any Certificates of Occupancy.

26. Striped turnaround spaces shall be required at all dead end areas in the parking garage or surface parking lots as deemed necessary by the City Engineer at the time of final plan review.

27. Parking spaces with potential conflicts, such as spaces at the end of parking aisles or next to walls or columns, shall be signed as "compact parking only" or eliminated as deemed necessary by the City Engineer at the time of final plan review.

28. At the time of final plan review, further modifications to the parking garage and/or site plan, such as additional signage, striping, and designated valet parking areas, shall be required as deemed necessary by the City Engineer following review of the parking analysis, turning radii, and traffic impact study.

During discussion, the Commission asked the applicant if the retail shops will include rental car with cars stored on site (Exhibit I). Car rental offices are allowed in the PAD, but only with no vehicle storage on site.

ANALYSIS:

General Plan and Specific Plan

· The site is designated Freeway Commercial in the General Plan and Freeway Corridor Specific Plan. The type and scale of development is consistent with the General Plan, the Freeway Corridor Specific Plan, and the approved PAD Zoning.

Access, Circulation, and Parking

- Roosevelt Street and 117th Avenue are currently under construction. These streets will need to be completed prior to an issuance of a certificate of occupancy.
- Additional right-of-way is needed for Avondale Boulevard and 117th Avenue. Staff has included a stipulation to require the dedication of the additional right-of-way for Avondale Boulevard and 117th Avenue in order to meet the requirements of the City's Transportation Plan.
- The proposed parking is adequate to serve the site. However, the parking for the office building would allow

a maximum of 30% of the floor space of the building to be used as medical office. A stipulation has been included to address this issue.

- The site includes shaded pedestrian access from the hotel to the parking garage and from the office to the parking garage. The shade is provided by a combination of landscaping and shade structures. Pavers have been included to provide pedestrian access directly from Avondale Boulevard to the office building. Shaded pedestrian pathways have been provided from Roosevelt Street and throughout the interior of the site.
- The parking garage contains two glass-enclosed towers, one on the east face and one on the west face, containing the stairways and elevators for pedestrian traffic. Staff has included a stipulation to require that these towers be climate controlled.
- Loading and unloading areas for the retail shops and office building have not been provided. The applicant has stated that loading and unloading for these buildings will be through the main entrances, but will take place infrequently enough that to not affect normal access.
- There are two proposed service areas for the hotel/conference center, both on the north side of the building. One area will be a service door which will directly access the conference center. The other will be a loading dock accessing the hotel. Staff is concerned that the loading dock on the north elevation is not screened sufficiently to meet the requirement of the PAD and Freeway Corridor Specific Plan that all buildings be designed to appear to be fronting on or facing the freeway. A stipulation has been included to ensure that this requirement is met.
- Cross-access will be provided throughout the site.
- Due to the anticipated traffic volume generated by this development, the intersection of Roosevelt Street and Avondale Boulevard will require a dual left turn lane. As a part of this project, the developer will be required to widen Roosevelt Street on the east side of Avondale Boulevard in order to line up the travel lanes for both legs of Roosevelt Street. Two stipulations have been included regarding this issue.
- Staff is reviewing a traffic impact analysis and parking analysis for the site. The traffic impact analysis deals with traffic circulation to and from the site, as well as throughout the site. The parking analysis addresses the internal circulation and configuration of the parking structure. Analysis of these documents will require minor modifications to the final construction documents for the project. Staff has recommended 3 stipulations to require these modifications to be made at the time of final construction plans.

Landscaping

- A preliminary landscape plan has been provided (Exhibit G). The landscape plans include Southern Live Oaks along Avondale Boulevard. Final landscape plans for each of the buildings will be submitted and approved by staff prior to the issuance of a building permit for the buildings.
- The landscape plan includes lush landscaping to enhance the entire development. This includes trees for shaded pedestrian walkways and seating areas; specimen ironwood trees at the intersection of Roosevelt Street and Avondale Boulevard to enhance the entry into the development; date palms and 48" box desert museum trees designed to provide a grand entry drive from Roosevelt Street to the office building. Staff is recommending a stipulation to ensure that a similar type of entry drive is included for the hotel.
- The Freeway Corridor Specific Plan and the PAD requires entry monument signs as part of this development. The site plan includes a water feature at the western entrance to the site off of Roosevelt Street, which will be the primary driveway for the hotel/conference center. The final design of this water feature will be reviewed and approved as part of the hotel/conference center final landscape plans.

Signage

- A comprehensive sign plan has not been submitted. The sign plan will need to be reviewed and approved as part of the first set of final landscape plans. Staff has included a stipulation to require this.

Screening

The applicant is proposing 3 foot screen walls to screen the parking. The screen wall complements the overall architectural theme of the development.

The north elevation of the hotel contains a loading dock facing Interstate 10. The site plan shows a screen wall partially around the loading dock, while the landscape plan shows a row of mondel pine trees planted 25' on center along the freeway frontage.

The applicant has proposed to construct a screen wall surrounding the hotel's outdoor pool. This wall will consist of the same stone that will be used on the hotel building itself. The wall will be further enhanced with periodically placed metalwork to help break up large expanses of the wall and provide a more pedestrian

feeling.

Freeway Frontage

Both the PAD and the Freeway Corridor Specific Plan require the following: “Buildings shall be designed to give the appearance of fronting or facing onto the freeway.”

Staff is concerned that the loading dock on the north elevation of the hotel does not comply with this requirement. The addition of a roof or cover over the loading area, as well as significant architectural enhancement surrounding the loading area would help meeting this requirement. Staff has included a stipulation to address this.

Staff is concerned that the parking garage does not meet the above requirement. As presented, the north elevation of the parking garage appears as the rear of a parking garage, with no architectural enhancements and no sense of the garage fronting on or facing the freeway. Staff has included a stipulation to ensure that the parking garage elevation is revised to create an appearance that will comply with the requirements of the PAD and specific plan.

Elevations

The site is designed to incorporate southwest architecture. The buildings utilize elements such as stone and masonry, as well as stucco colored to represent the colors of the surrounding desert landscape.

The buildings share features like metal panels, especially the office and parking garage. Additionally, the top story of the hotel will contain window banding similar to the office building. A backlit metal screen will be placed on the top story of the hotel on both the north and south elevations. Additionally, the glazed masonry tower on the east side of the hotel includes a lighted “lantern” feature at the top.

The main colors of the buildings will flow together, while the accent colors, particularly on the glazed masonry towers of the hotel and the glass of the office building, will compliment the main color palette.

The hotel will contain metal accent panels on the north elevation of the conference center to provide additional movement and shadowing on the walls. Additional metal accents will be provided in the form of copper-colored canopies over the entrance to the spa, in front of the hotel lobby/restaurant, and covering the valet area.

In order to create a unified and harmonious overall development, staff is recommending a stipulation to require the remaining restaurant pad in Phase I and buildings in Phase II to conform to the architectural theme established by this master site plan.

Water Rights

The approval of the PAD required that ground water rights associated with this property be transferred to the City prior to the recordation of a final plat. Three standard stipulations are included to reiterate this requirement.

FINDINGS:

The proposed site plan meets the following findings with the proposed stipulations:

- It meets the land use and design objectives of the General Plan and Freeway Corridor Specific Plan
- It is consistent with the requirements of the Shops at Avondale Boulevard PAD zoning.

It is in conformance with the City of Avondale Zoning Ordinance.

RECOMMENDATION:

Staff recommends that the City Council APPROVE application DR-06-3, a request for master site plan approval for The Summit at Avondale, and final site plan approval for the office, parking garage/retail shops, and hotel/conference center subject to the stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application DR-06-3, a request for master site plan approval for The Summit at Avondale and final site plan approval for the office, parking garage/retail shops, and hotel/conference center, subject to the 28 stipulations recommended by the Planning Commission.

ATTACHMENTS:

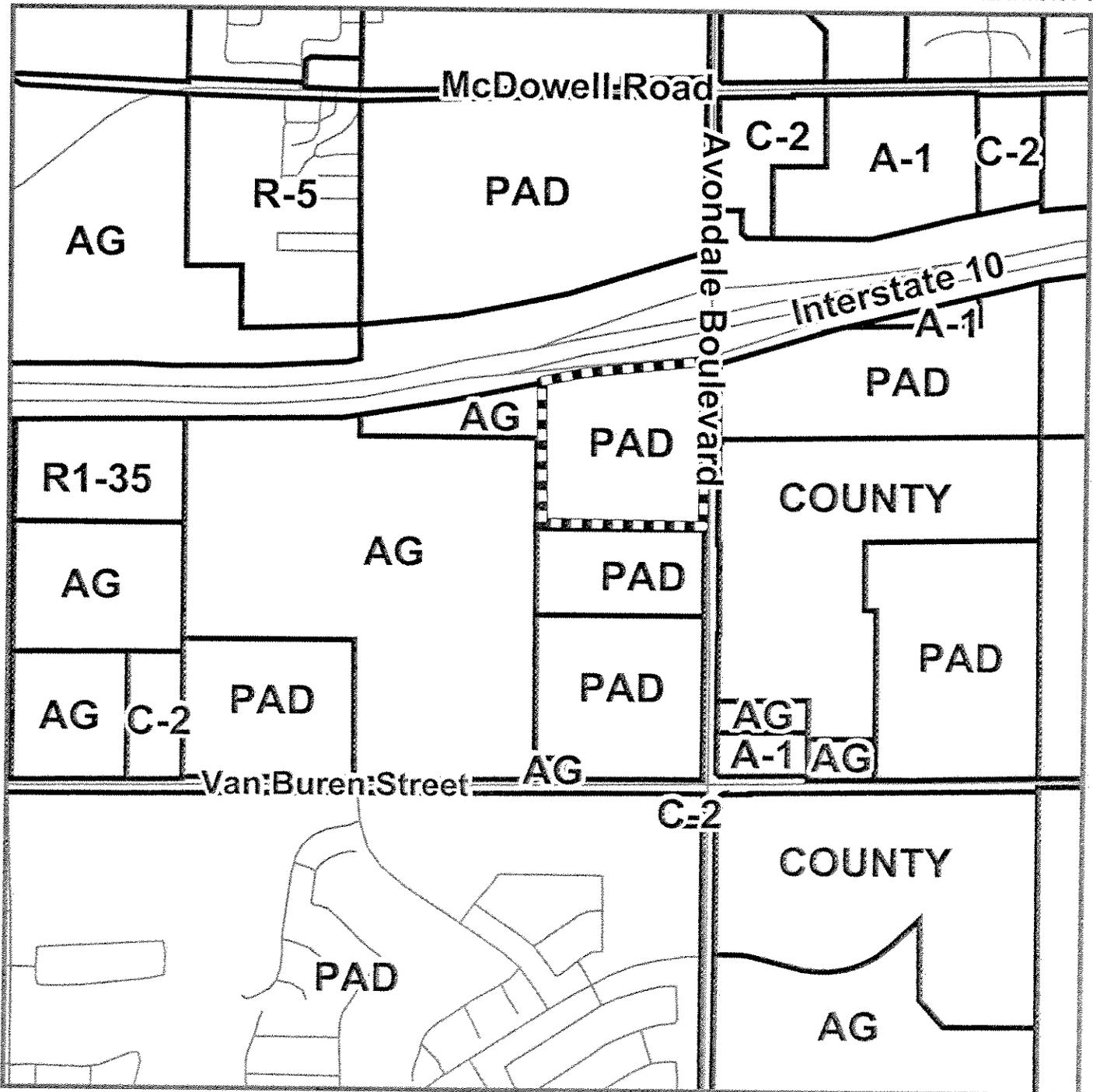
[Click to download](#)

FULL SIZE COPIES (Council Only):

Master Site Plan dated February 9, 2007 (24 X 36); Landscape Plan date stamped February 9, 2007 (24 X 36); Black and White Elevations for office building, parking garage and retail shops, and hotel dated February 9, 2007 (24 X 36); Color Elevations for office building, parking garage and retail shops, and hotel dated February 9, 2007 (11 X 17); Project Narrative date stamped February 9, 2007

PROJECT MANAGER:

Scott Wilken, Acting Senior Planner (623) 333-4016

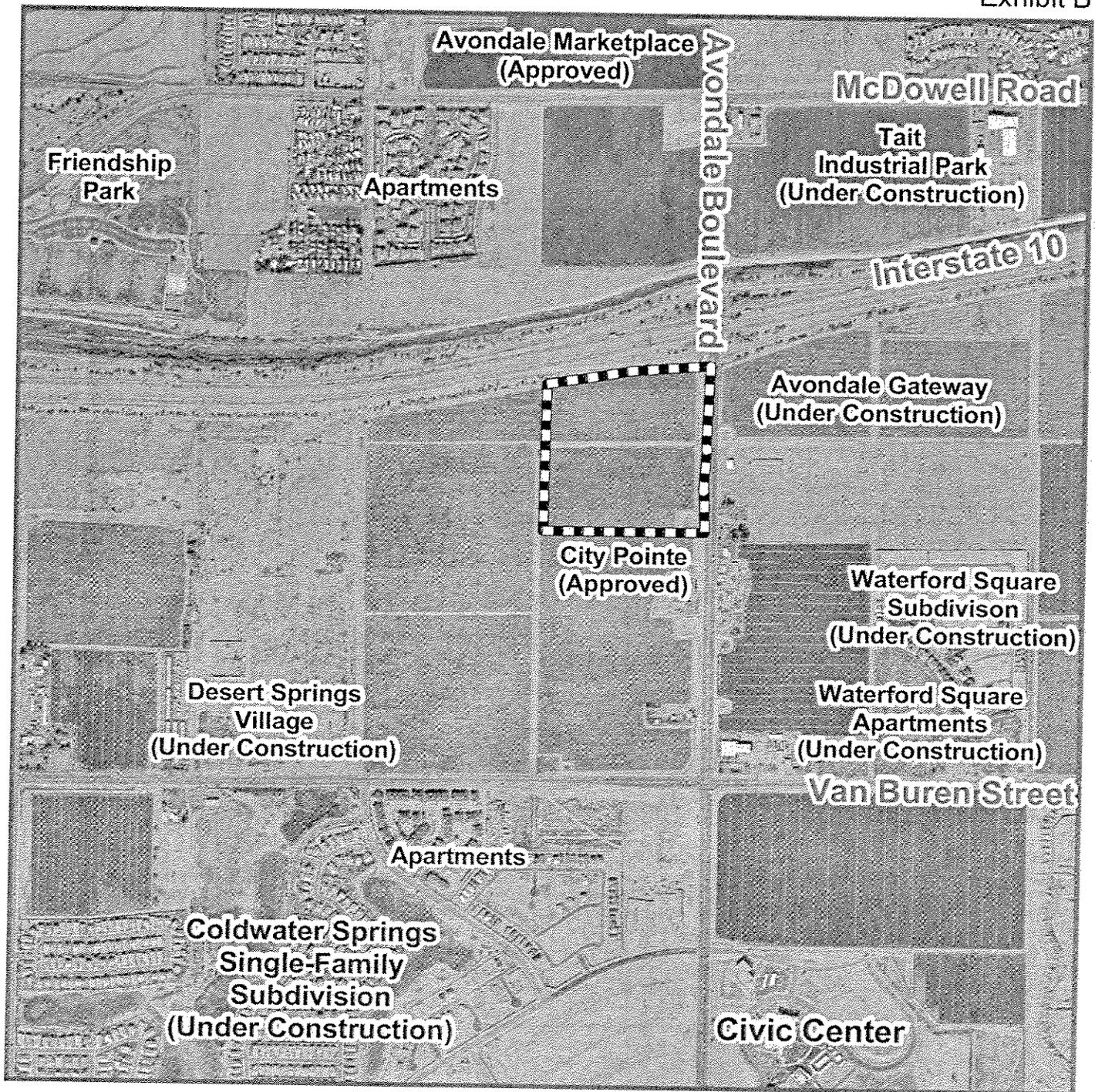


Zoning Vicinity Map DR-06-3



Subject Site





Air Photo 2005
DR-06-3



Subject Site



*SUMMARY OF RELATED FACTS
APPLICATION DR-06-3*

<i>THE PROPERTY</i>	
PARCEL SIZE	17.57 acres
LOCATION	Southwest corner of Avondale Boulevard and Interstate 10
PHYSICAL CHARACTERISTICS	A relatively flat, square parcel with frontage on Avondale Boulevard.
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	The parcel was zoned AG after being annexed in March 2005. The Council approved a rezoning for the subject property to PAD on September 6, 2005.
DEVELOPMENT AGREEMENT	There is not currently a development agreement for this property. A development agreement is proposed, and will be heard by City Council prior to approval of the site plan.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Interstate 10
EAST	PAD (Avondale Gateway), Hilton Hotels, vacant and R-43 (County)
SOUTH	PAD (City Pointe) – vacant
WEST	AG – Agricultural production and R-43 (County)

<i>GENERAL PLAN</i>	
The subject property is designated as Freeway Commercial on the General Plan Land Use Map and Freeway Corridor Specific Plan.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICTS	Littleton Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School
JUNIOR HIGH	Underdown Junior High School
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Three travel lanes and ½ center turn lane, bike lane, curb, gutter, and streetlights.
Standard half street improvements	Three travel lanes, bike lane, curb and gutter, detached sidewalk, street lights, and landscaping.
Roosevelt Street	
Classification	Major Collector
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
117th Avenue	
Classification	Minor Collector
Existing half street ROW	0 feet
Standard half street ROW	30 feet
Existing half street improvements	None
Standard half street improvements	1.5 travel lanes, curb and gutter, sidewalks, street lights and landscaping.

<i>UTILITIES</i>
Water connection will be provided from a future 12-inch water line in Roosevelt Street.
Wastewater will be connected to an existing 30-inch sewer line in Avondale Boulevard and a future 8-inch sewer line Roosevelt Street.

Site Data

Developer /Owner: Avalon Commercial Corporation
 1188 Bishop Street, Suite 1208
 Honolulu, Hawaii 96813-1150
 1-800-441-1150

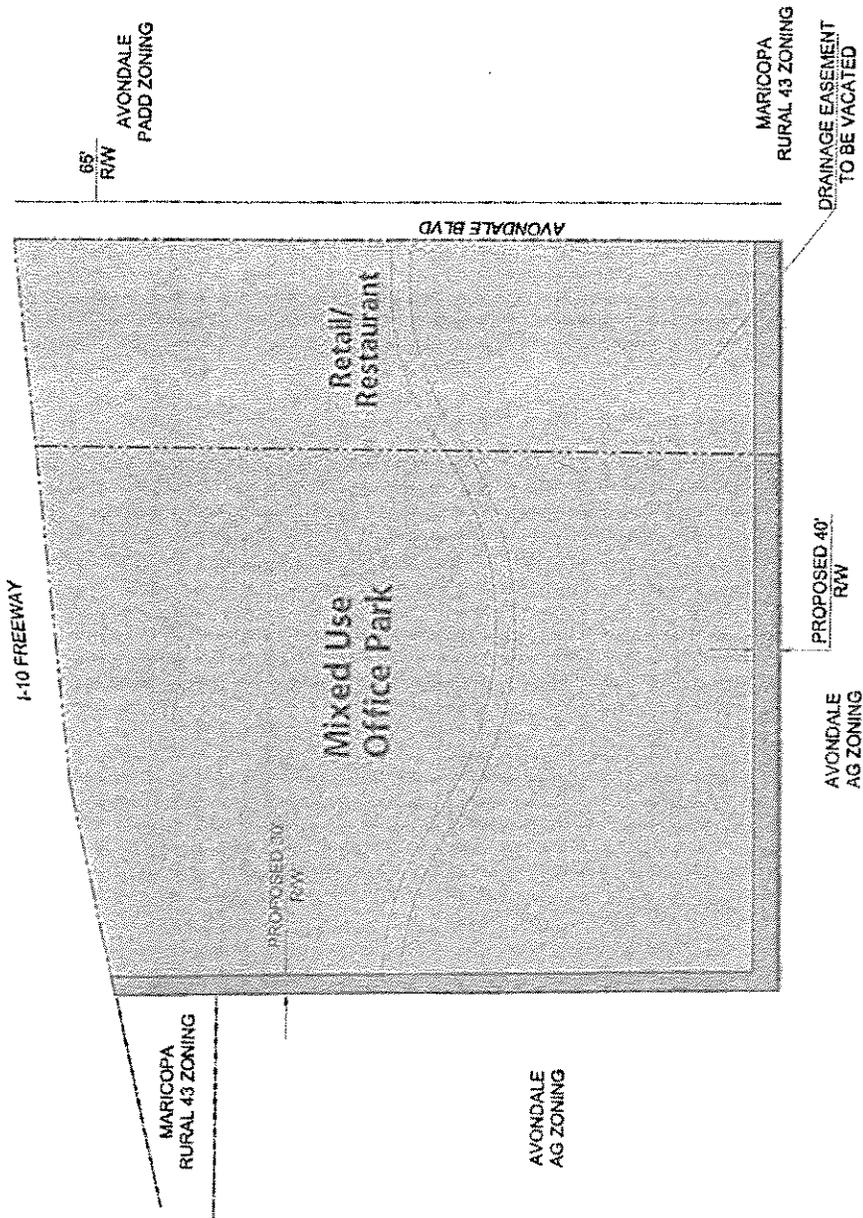
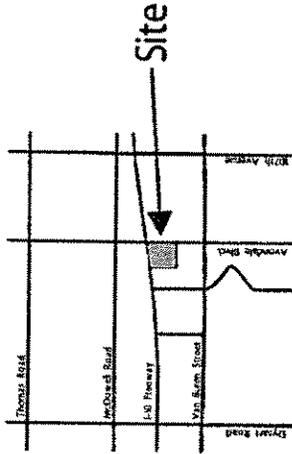
Architect: DFD Conroy/Hedrick
 2425 E. Camelback Road, Ste. 400
 Phoenix, Arizona 85018
 602.381.4848

Current Zoning: AG - City of Avondale

Proposed Zoning: Planned Area Development District (PADD)

Site Area: 33.16 Acres Gross

Vicinity Map



The Shops at Avondale Boulevard
SW Corner of I-10 and Avondale Boulevard
 Avondale, Arizona 04251

Avondale Blvd, LLC

AVONDALE AG ZONING
 MARICOPA RURAL 43 ZONING
 DRAINAGE EASEMENT TO BE VACATED
 PROPOSED 40' R/W
 AVONDALE AG ZONING
 MARICOPA RURAL 43 ZONING
 I-10 FREEWAY
 AVONDALE BLDV
 RETAIL/RESTAURANT
 MIXED USE OFFICE PARK
 PROPOSED 30' R/W



City of Avondale

Exhibit E
Planning and Building Services
 11465 W. Civic Center Drive, Suite 110
 Avondale, Arizona 85323-6806
 Phone: (623) 478-3330
 Fax: (623) 478-3824
 Website: www.avondale.org

September 12, 2005

Mr. Dustin C. Jones
 Snell and Wilmer LLP
 One Arizona Center
 Phoenix, AZ 85004

RE: The Shops at Avondale Boulevard Rezoning
 Case Z-05-6

Mr. Jones:

I am pleased to inform you that on September 6, 2005 the City Council approved Case Z-05-6 subject to the following 23 stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated August 11, 2005.
2. The required development standards shall be as shown in the narrative request dated August 11, 2005.
3. A Master Site Plan shall include a minimum 12-acre development site.
4. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.
5. The developer will allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat.
6. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat.
7. Perimeter street improvements along Avondale Boulevard, Roosevelt Street, 117th Avenue, and the new public road along the southern boundary of the property shall be constructed in a single phase at the time of development, as determined at the time of Master Site Plan approval.
8. Street improvements shall be required as follows, unless otherwise determined by the City Engineer:

<i>Street</i>	<i>Required ROW Width</i>	<i>Required Improvements</i>
Avondale Boulevard	65' (half-street)	Detached sidewalk and landscaping. Deceleration lanes if deemed necessary by City Engineer at the time of final improvement plan approval.
Roosevelt Street	80' (full-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.
117th Avenue	30' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.

Collector road at southern boundary	30' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.
-------------------------------------	-------------------	--

9. The 80-foot full-width right-of-way for Roosevelt Street, 30-foot half-width right-of-way for 117th Avenue, and 30 foot-half-width right-of-way for the collector road at the southern property line shall be dedicated as determined at the time of Master Site Plan approval.
10. All proposed buildings, including those of franchise users, shall substantially conform to the architectural theme of the Conceptual Elevation Plan dated August 11, 2005.
11. The following building materials shall be prohibited: exposed plain concrete block, untreated plain concrete tilt, wood as a primary building material, corrugated metal, and pre-engineered metal siding.
12. Drive-through windows shall not be located on the same side of the building as Avondale Boulevard or any other street.
13. Parking canopy lights shall be fully screened.
14. Directory signs, as identified in the development plan and narrative, dated August 11, 2005, are prohibited.
15. Raceway mounted signs shall be prohibited.
16. Signs for buildings greater than or equal to three stories in height shall not identify individual tenants that occupy less than 10,000 square feet.
17. A Comprehensive Sign Package shall be required with the Master Site Plan.
18. All building plans will conform to the current building codes in effect at the time of development.
19. The developer shall provide its proportional share of the cost of the traffic signals as determined by the City Engineer at the time of master site plan review.
20. The building height shall be limited to ten stories; provided, however, that if the City of Avondale Freeway Corridor Specific Plan is subsequently amended to allow building heights greater than ten stories in the Avondale Centre Corridor Entry Areas, the building height shall be limited to the lower of 15 stories (225 feet maximum) or the maximum height allowed in the Avondale Centre Corridor Entry Areas.
21. Multi-Tenant Identification Monument Signs, as described in the development plan and narrative dated August 11, 2005, shall be permitted along Avondale Boulevard only.
22. Single- and Multi-Tenant Building Signs, as described in the development plan and narrative dated August 11, 2005, shall be limited to one sign per 550 feet of lineal street frontage.
23. The developer shall provide a traffic study with the Master Site Plan.

The public hearing sign can now be removed from the property. Please have the sign removed within seven days of the date of this letter.

It has been a pleasure working with you on this project. Please let me know if you have any questions or concerns.

Sincerely,

Connie Randall

Connie Randall
Planner II

Enclosure: Approved PAD Development Plan and Narrative, dated August 11, 2005

C: File Z-05-6
Mike Smith, Engineering Department
Ken Sowers, Building Division

PRELIMINARY SITE PLAN FOR THE SUMMIT AT AVONDALE

SWC AVONDALE BLVD. & I-10
AVONDALE, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST,
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY,
ARIZONA.

TITLE COMMITMENT LEGAL DESCRIPTION

THE "HOTEL PAD PROPERTY" SHOWN AS LOT "B" ON LOT DIVISION PLAN FOR THE SHOPS AT AVONDALE BOULEVARD BEING A PORTION OF THE FOLLOWING DESCRIBED PROPERTY DESIGNATED HEREIN AS THE MASTER PARCEL PROPERTY:

THAT PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE SOUTH 00°15'46" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 682.42 FEET TO THE SOUTH LINE OF THE NORTH 682.42 FEET OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SECTION 1;

THENCE SOUTH 89°53'08" WEST ALONG SAID SOUTH LINE, 1316.66 FEET TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1;

THENCE NORTH 00°26'51" WEST ALONG SAID WEST LINE, A DISTANCE OF 682.43 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1;

THENCE CONTINUING NORTH 00°26'51" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 409.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE I-10 FREEWAY;

THENCE NORTH 77°57'19" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, 356.80 FEET;

THENCE NORTH 84°09'56" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, 920.19 FEET TO THE WESTERLY RIGHT-OF-WAY OF 115TH AVENUE;

THENCE SOUTH 00°16'01" EAST ALONG SAID WESTERLY RIGHT-OF-WAY, PARALLEL WITH AND 55.00 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 574.63 FEET TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1;

THENCE NORTH 89°53'08" EAST ALONG SAID EAST-WEST MID-SECTION LINE, 55.00 FEET TO THE POINT OF BEGINNING.

EXCEPT:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE NORTH 89°53'34" WEST, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 1, A DISTANCE OF 55.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF 115TH AVENUE AND THE POINT OF BEGINNING;

THENCE SOUTH 00°02'12" EAST PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 89°53'34" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00°02'12" EAST PARALLEL WITH AND 40.00 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 626.92 FEET;

THENCE NORTH 89°53'34" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 00°02'12" WEST PARALLEL WITH AND 65.00 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 682.42 FEET;

THENCE NORTH 00°02'39" WEST PARALLEL WITH AND 65 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 573.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 10;

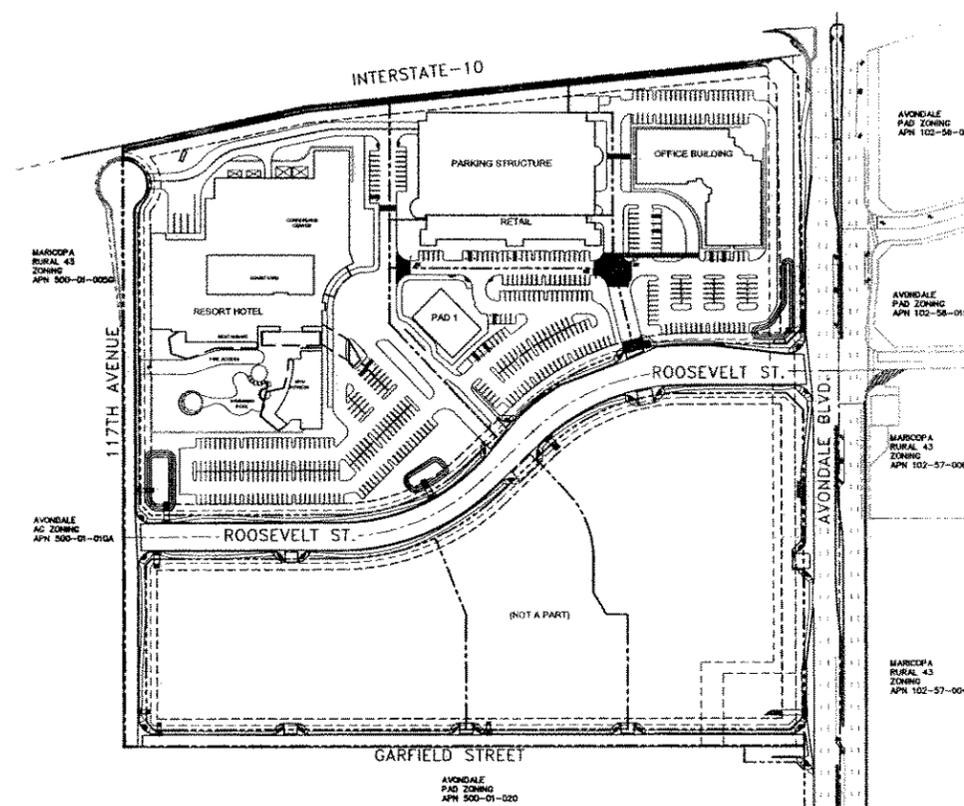
THENCE NORTH 84°23'15" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.05 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°02'39" EAST, PARALLEL WITH AND 55.00 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 574.63 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING FURTHER THEREFROM.

ANY PORTION LYING AND BEING WITHIN THE 115TH STREET (AVONDALE BLVD) RIGHT-OF-WAY.

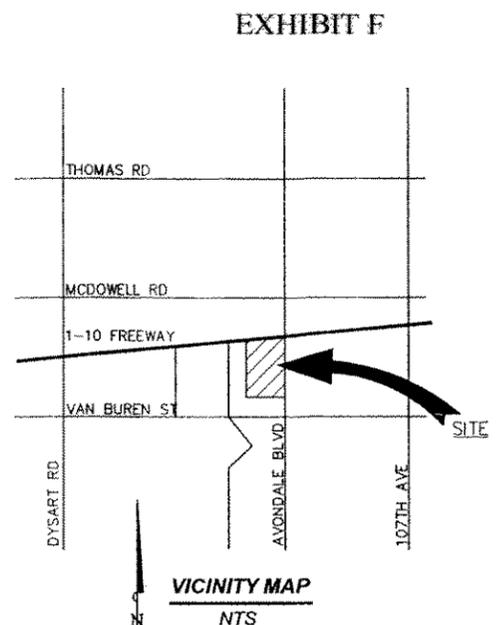
NOTE: THE ABOVE DESCRIPTION IS NOT RECORDABLE IN ITS CURRENT FORMAT. THE FINAL LEGAL DESCRIPTION WILL NEED TO BE PROVIDED PRIOR TO CLOSE OF ESCROW.



KEY MAP
NTS

PARKING CALCULATIONS

PARKING USE	REQ. UNITS	CODE REQ.	PARKING REQ.	PARKING PROVIDED SURFACE	PARKING PROVIDED GARAGE
OFFICE (GENERAL USE) 70%	105,000 S.F.	1/250 S.F.	420 SPACES	71 SPACES	349 SPACES
OFFICE (MEDICAL USE) 30%	45,000 S.F.	1/200 S.F.	225 SPACES	45 SPACES	180 SPACES
HOTEL/RESORT					
GUEST ROOMS	250 ROOMS	1 1/3 PER ROOM	333 SPACES		
BAR/LOUNGE	1,600 S.F.	1/50 S.F.	21 SPACES		
FINE DINE RESTAURANT	2,500 S.F.	1/50 S.F.	33 SPACES		
BALLROOM	15,000 S.F.	1/250 S.F.	60 SPACES		
JUNIOR BALLROOM	5,000 S.F.	1/250 S.F.	20 SPACES		
MEETING ROOMS	6,300 S.F.	1/250 S.F.	25 SPACES		
PREFUNCTION	5,000 S.F.	1/250 S.F.	20 SPACES		
SPA/FITNESS	6,400 S.F.	1/250 S.F.	26 SPACES		
HOTEL TOTAL			537 SPACES	205 SPACES	346 SPACES
PAD 1 / RESTAURANT	7,500 S.F.	1/50 S.F.	150 SPACES	92 SPACES	41 SPACES
RETAIL AREA	12,600 S.F.	1/300 S.F.	42 SPACES	41 SPACES	0 SPACES
GARAGE					1080 SPACES
OVERALL TOTAL STANDARD SPACES			1,263 SPACES	454 SPACES	1059 SPACES
OVERALL TOTAL ACCESSIBLE SPACES			25 SPACES	22 SPACES	21 SPACES
OVERALL TOTAL SPACES			1,329 SPACES	476 SPACES	1080 SPACES



VICINITY MAP
NTS

PROJECT LOCATION:

THE SUMMIT AT AVONDALE
SOUTHWEST CORNER OF AVONDALE
BOULEVARD AND INTERSTATE 10
AVONDALE, ARIZONA 85323

OWNER/DEVELOPER:

AVOLON COMMERCIAL CORPORATION
EAST MISSOURI AVE. #119
PHOENIX, AZ 85014
JIM GILBERT, PRESIDENT
CARY DOYLE, COO
PHONE: (602) 296-6255
FAX: (602) 296-6266

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
7878 N. 16TH STREET, SUITE 300
PHOENIX, AZ 85020
PHONE: (602) 944-5500
FAX: (602) 997-9764
CONTACT: JOSHUA SANDERS

ARCHITECT:

PDH AND ASSOCIATES
1770 ST. JAMES PLACE
HOUSTON, TX 77056
PHONE: (713) 840-1770
FAX: (713) 622-9404
CONTACT: PAUL HOAG

SHEET INDEX

SHEET SP01	COVER SHEET
SHEET SP02	PRELIMINARY SITE PLAN
SHEET SP03	PRELIMINARY GRADING AND DRAINAGE PLAN

DEVELOPMENT SUMMARY

APNS:	500-01-018 (14.15 ACRES)
	500-01-016 (19 ACRES)
GROSS AREA PHASE 1	21.68 ACRES
NET AREA PHASE 1	17.57 ACRES
BUILDINGS AREA PHASE 1	190,253 SF = 4.37 ACRES
BUILDING HEIGHT PHASE 1	225'
LOT COVERAGE PHASE 1	BUILDING AREA/NET AREA = 4.37 AC/17.57 AC = 24.9%

NOTE: THIS DEVELOPMENT SHALL COMPLY WITH ALL CITY OF AVONDALE DESIGN REVIEW GUIDELINES.

ZONING SUMMARY

EXISTING ZONING	PADD (PLANNED AREA DEVELOPMENT DISTRICT)
CASE #	101-5400-00-4458

PARKING SUMMARY

TOTAL REQUIRED PARKING	= 1,329 SPACES
TOTAL PROVIDED PARKING	= 1,556 SPACES
SURFACE PARKING	= 454 STANDARD + 22 ACCESSIBLE = 476 SPACES
GARAGE PARKING	= 1059 STANDARD + 21 ACCESSIBLE = 1080 SPACES



EXHIBIT F

BY DATE APPR

REVISION

NO.

Kimley-Horn and Associates, Inc.

© 2005 KIMLEY-HORN AND ASSOCIATES, INC.
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

SCALE (H): NONE
SCALE (V): NONE
DESIGNED BY: JCS
DRAWN BY: LTF
CHECKED BY: PL
DATE: 2-09-07

THE SUMMIT AT AVONDALE
PRELIMINARY SITE PLAN
COVER SHEET
AVONDALE, ARIZONA

PROJECT NO.
191065000

DRAWING NAME
06500SP01

1 OF 3

INTERSTATE 10 (ADOT)

30' L.S. SETBACK

N84°09'56"E
910.15'

N77°57'19"E
344.66' (C)
356.80' (R)

30' L.S. SETBACK (TYP.)

PARKING STRUCTURE

OFFICE BUILDING

RETAIL

CONFERENCE CENTER

RESORT HOTEL

PAD 1

RESTAURANT

FIRE ACCESS

SPA/FITNESS

SWIMMING POOL

ROOSEVELT ST.

AVONDALE BLVD.

GARFIELD STREET

(NOT A PART)

DRAINAGE EASEMENT AGREEMENT

TEMPORARY CONSTRUCTION EASEMENT

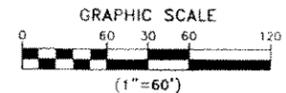
EXISTING RETENTION AREA

SITE NOTES

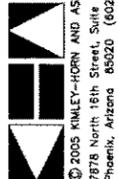
- 1 CONCRETE CURB
- 2 AC PAVEMENT
- 3 MOUNTABLE 6" CURB
- 4 CONCRETE SIDEWALK
- 5 DECORATIVE PAVEMENT
- 6 PROPOSED CONCRETE PAD & TRASH ENCLOSURE PER COA GARBAGE ENCLOSURE SPECIFICATION
- 7 SIGHT VISIBILITY TRIANGLE PER AASHTO GUIDELINES
- 8 ADA PARKING STALL
- 9 LOADING DOCK
- 10 SCREEN WALL STAGGERED IN SEGMENTS
- 11 PROPOSED SANITARY SEWER
- 12 PROPOSED WATER LINE
- 13 PROPOSED SIGN LOCATION
- 14 PROPOSED RETENTION
- 15 PROPOSED BUS STOP
- 16 HVAC/MECHANICAL PLATFORM

LEGEND

- SURVEY MONUMENT
- FIRE HYDRANT
- DECORATIVE PAVEMENT
- WATER LINE
- SEWER LINE
- PROPOSED SEWER MANHOLE
- EXISTING SEWER MANHOLE
- PROPOSED DRYWELL
- PROPOSED BACKFLOW PREVENTION
- STORM DRAIN
- RIGHT OF WAY, PROPERTY LINE
- EASEMENT
- SETBACK
- EXISTING SIGNALIZED INTERSECTION
- EXISTING STORM DRAIN
- EXISTING 6' CHAIN LINK FENCE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER METER
- EXISTING SRP MANHOLE
- EXISTING SIGN
- EXISTING POWER POLE
- EXISTING GUY
- EXISTING FIRE HYDRANT
- EXISTING TRAFFIC STREET LIGHT
- EXISTING STREET LIGHT
- EXISTING DOUBLE STREET LIGHT
- TRUCK/FIRE TURNING PATH



Kimley-Horn and Associates, Inc.



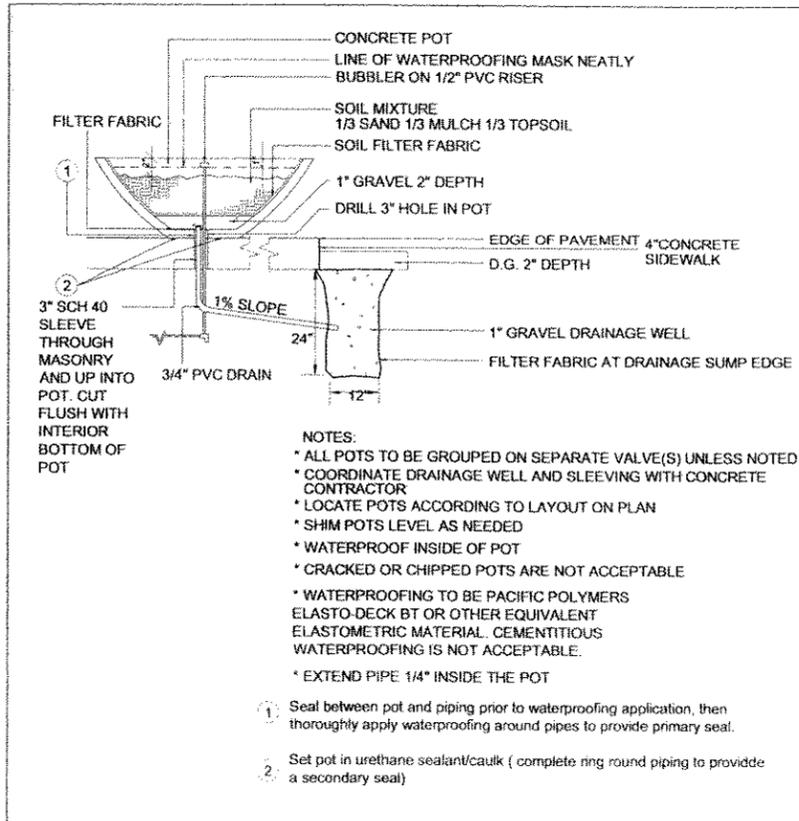
DESIGNED BY: JCS
DRAWN BY: LTF
CHECKED BY: PL
DATE: 2-09-07

THE SUMMIT AT AVONDALE
PRELIMINARY SITE PLAN
& SCHEMATIC UTILITIES
AVONDALE, ARIZONA

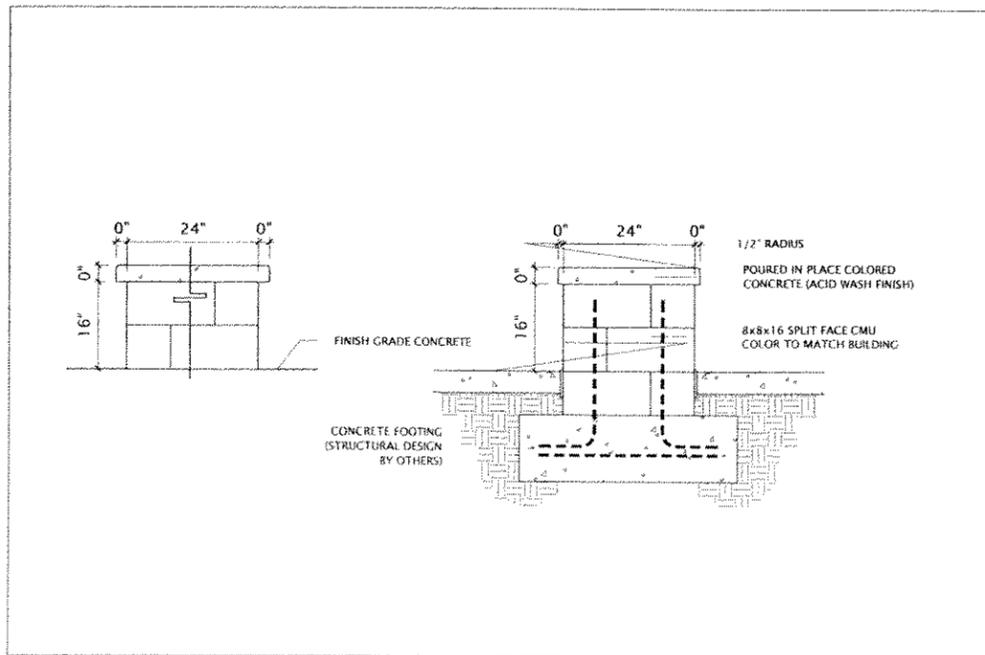


PROJECT NO.
191055000
DRAWING NAME
06500SP02

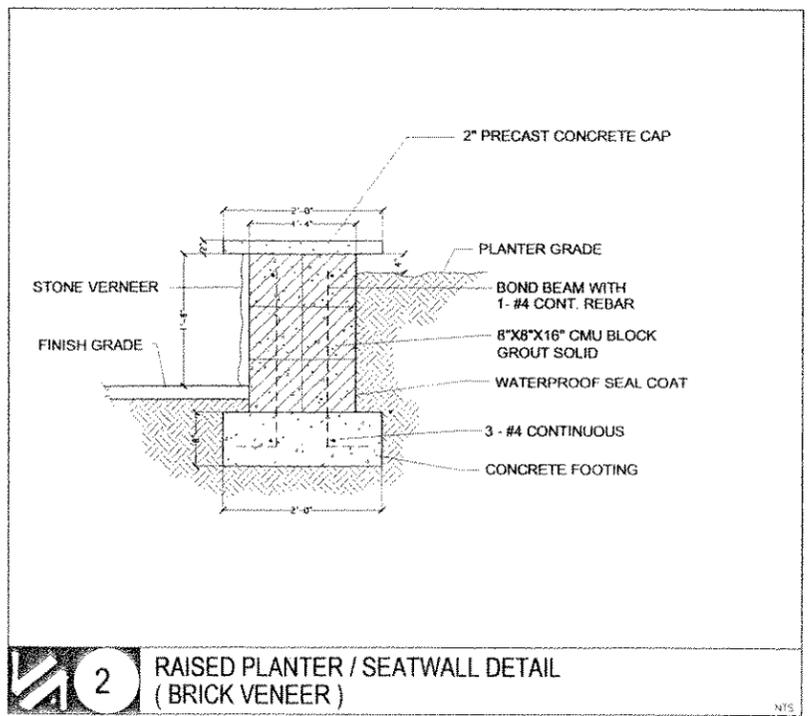
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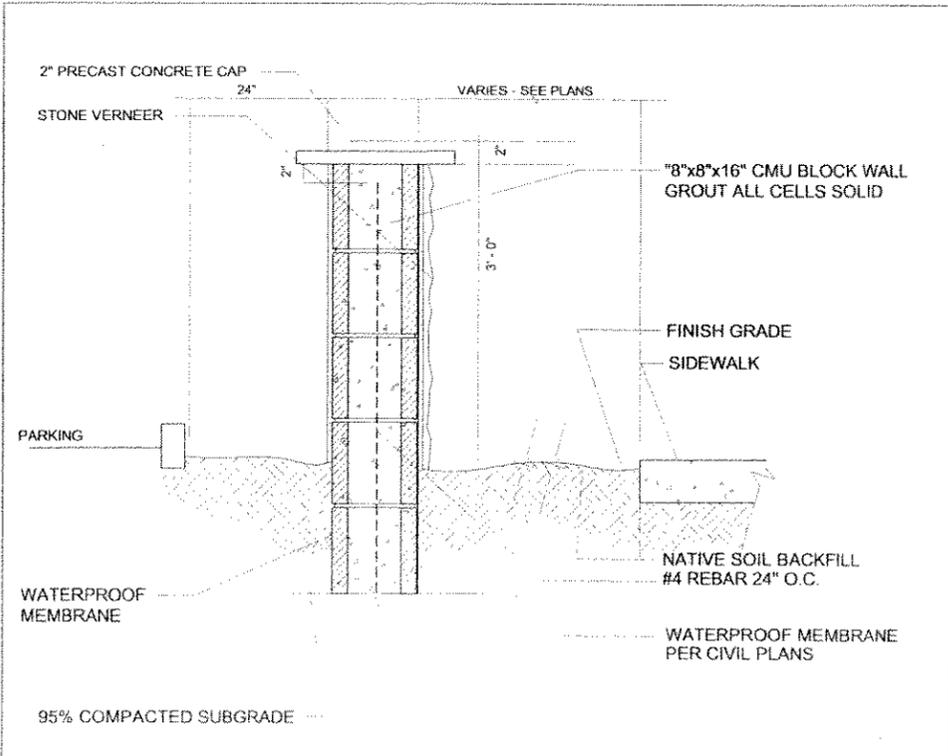
1 PLANTER POT PLANTING DETAIL
(AT GRADE POT - DRAIN TO BUBBLER BOX OR DAYLIGHT)



3 2' SEATING CUBE DETAIL

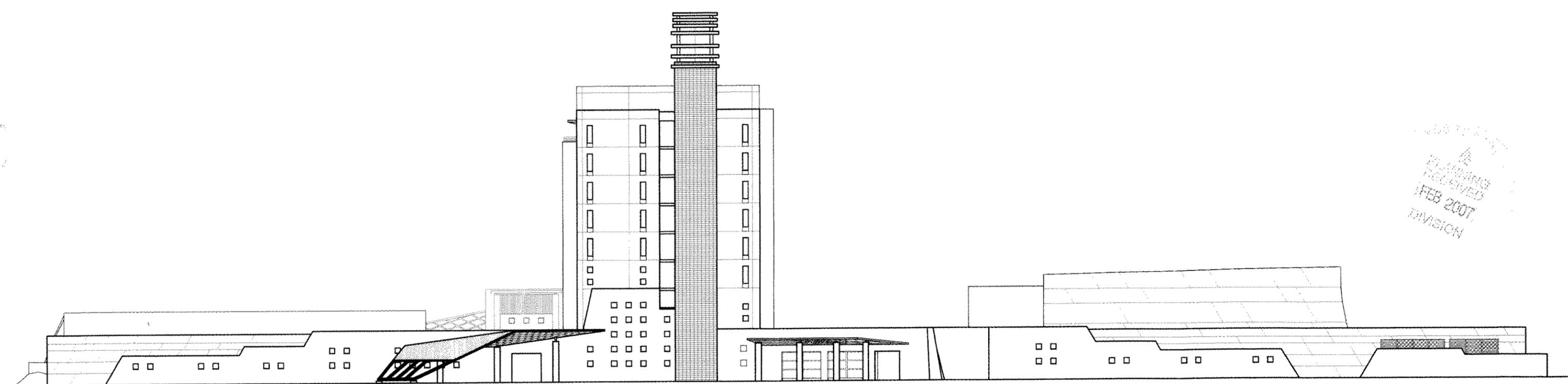


2 RAISED PLANTER / SEATWALL DETAIL
(BRICK VENEER)

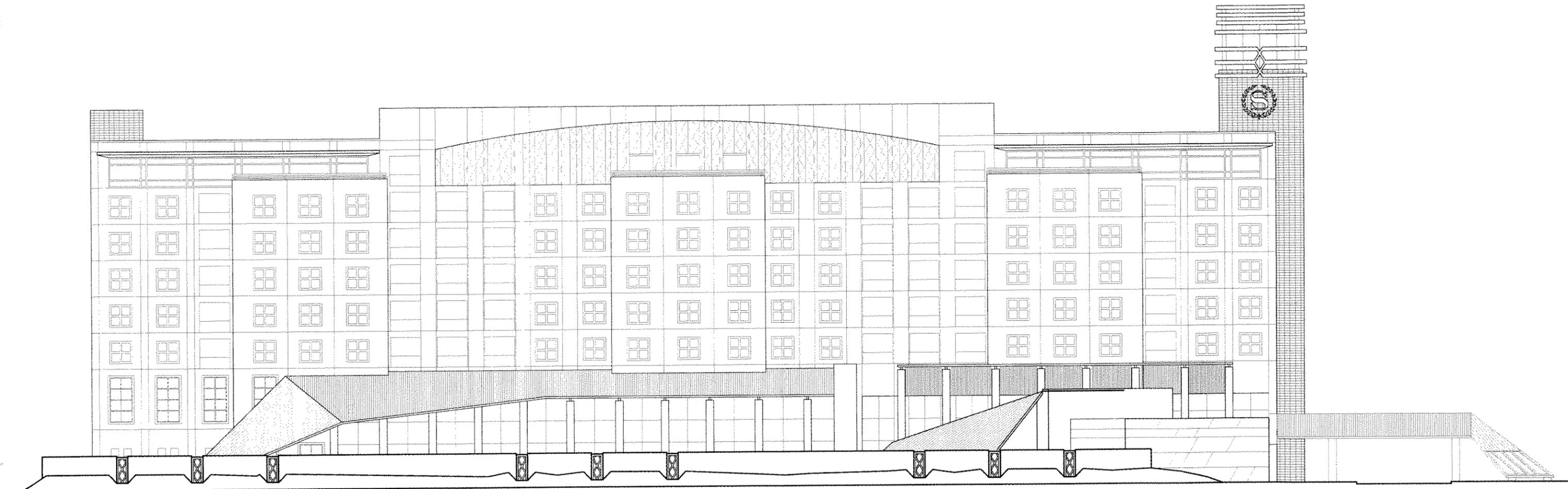


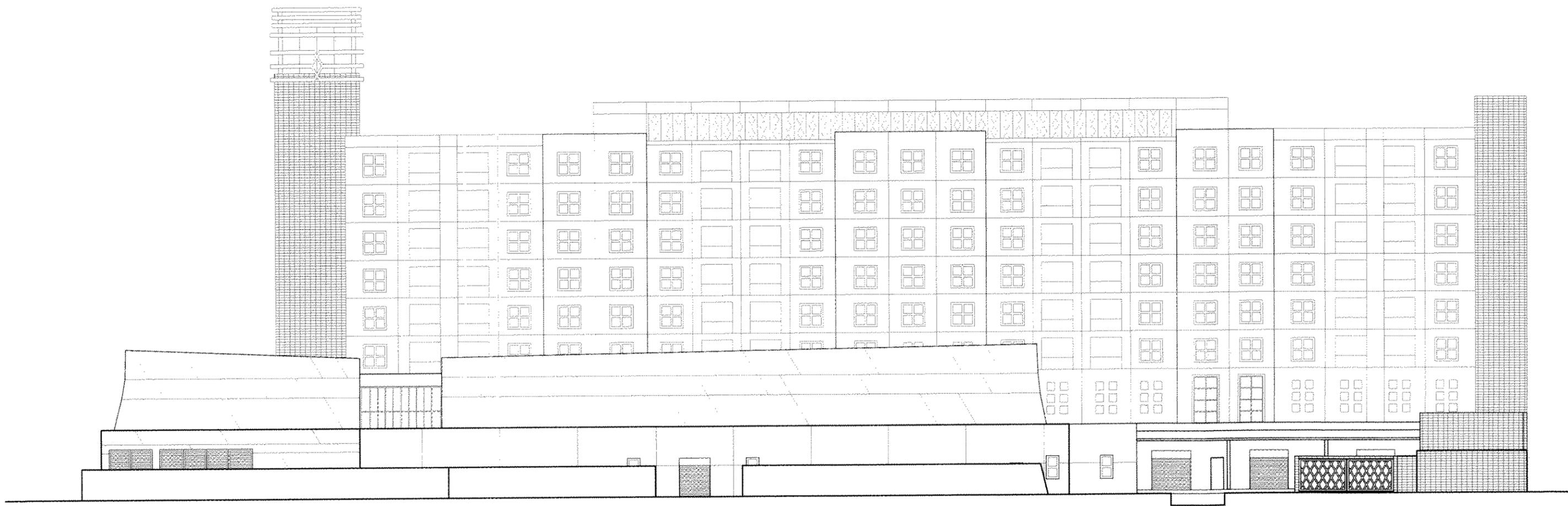
4 SCREEN WALL SECTION

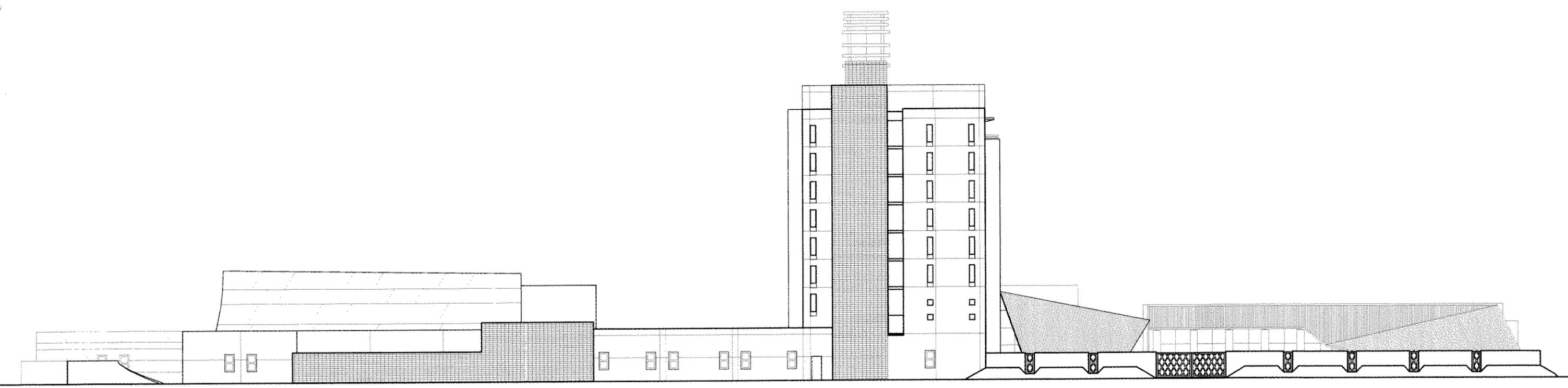




PLANNING
RECEIVED
FEB 2007
DIVISION







ISSUE HISTORY:

	CLIENT REVIEW
	BIDDING
	PERMIT
	CONSTRUCTION

REVISIONS:

#	DATE

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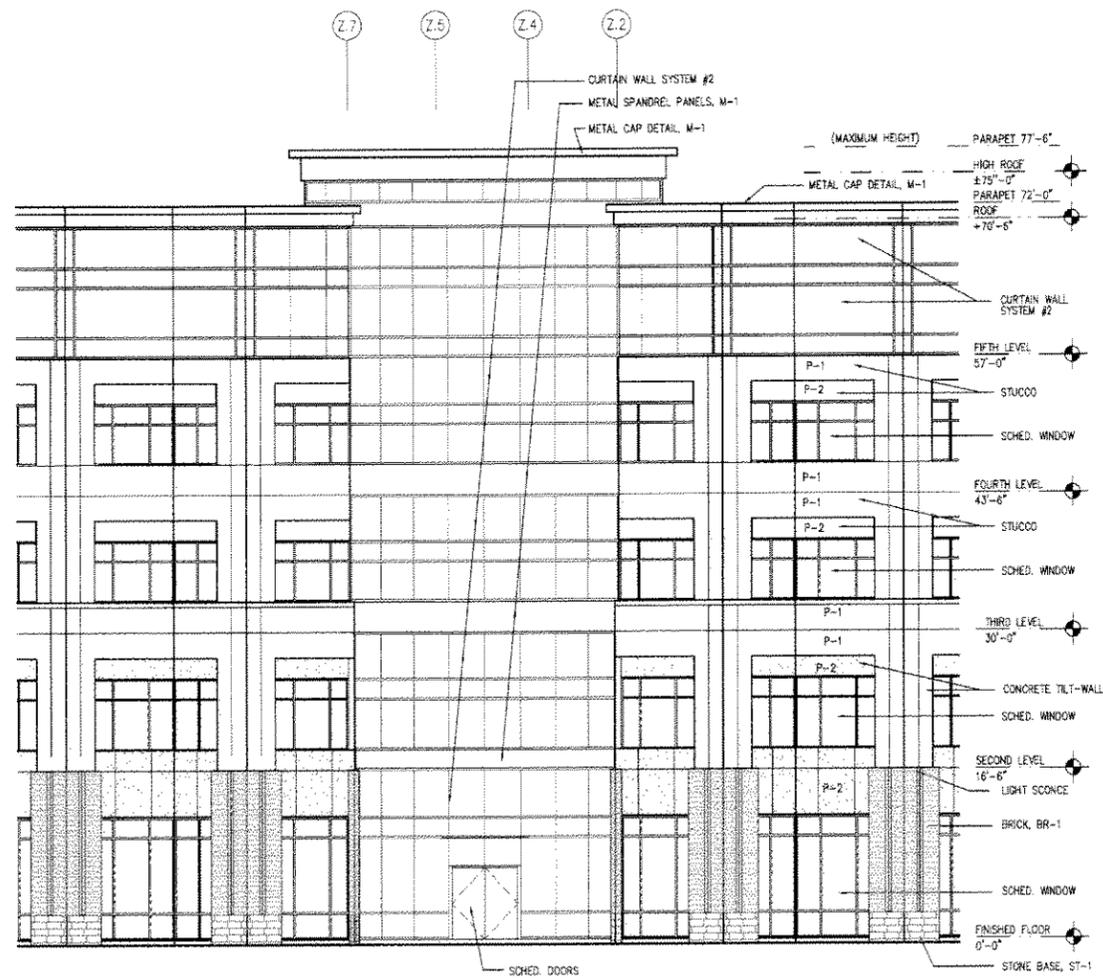
INTERIM REVIEW ONLY
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ARCHITECT: PAUL D. ISOAG
AZ REGISTRATION # 442840
DATE: DECEMBER 15, 2006

PDH+A
Architects & Planners
1770 ST. JAMES, STE. 110
Houston, Texas 77056
phone 713.840.1770
fax 713.622.9404

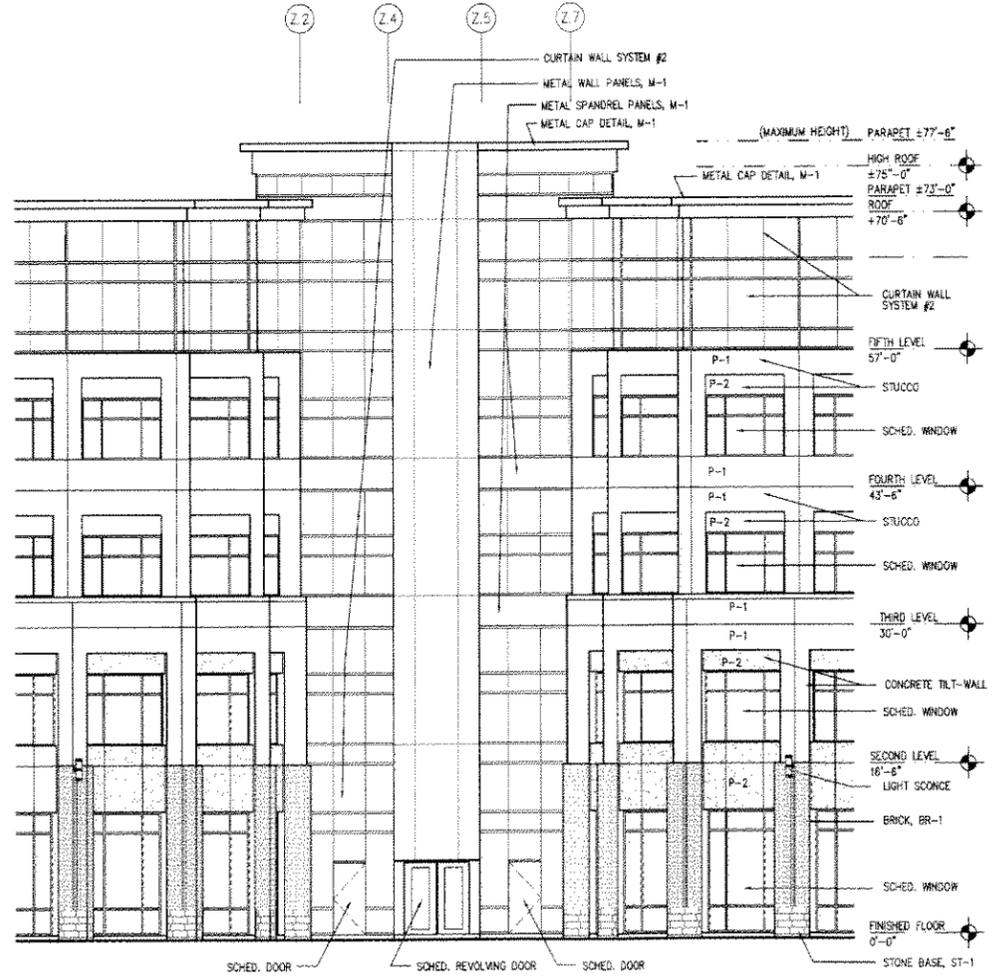
EXTERIOR
ELEVATIONS

FILE #: AVO-ELVS
PROJECT #: 0801
DATE: 12/15/06

SHEET
A5.1



2 NORTH EAST ELEVATION
1/8" = 1'-0"
ENTRY FACING 1-10 AND AVONDALE BLVD



1 SOUTH WEST ELEVATION
1/8" = 1'-0"
CIRCLE DROP-OFF ELEVATION

**AVONDALE
OFFICE BUILDING
THE SUMMIT AT AVONDALE**
1-10 AND AVONDALE BLVD
AVONDALE, ARIZONA

ISSUE HISTORY:

	CLIENT REVIEW
	BIDDING
	PERMIT
	CONSTRUCTION

REVISIONS:

#	DATE

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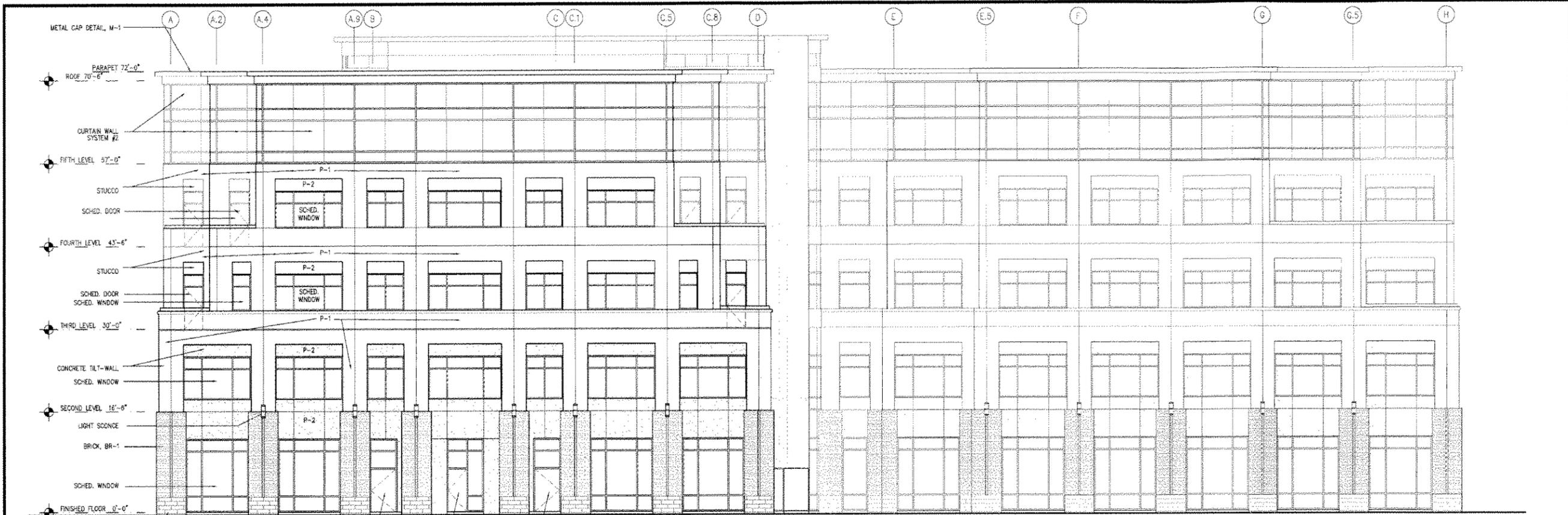
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ARCHITECT: PAUL D. HOAG
AZ REGISTRATION # 44942
DATE: DECEMBER 13, 2006

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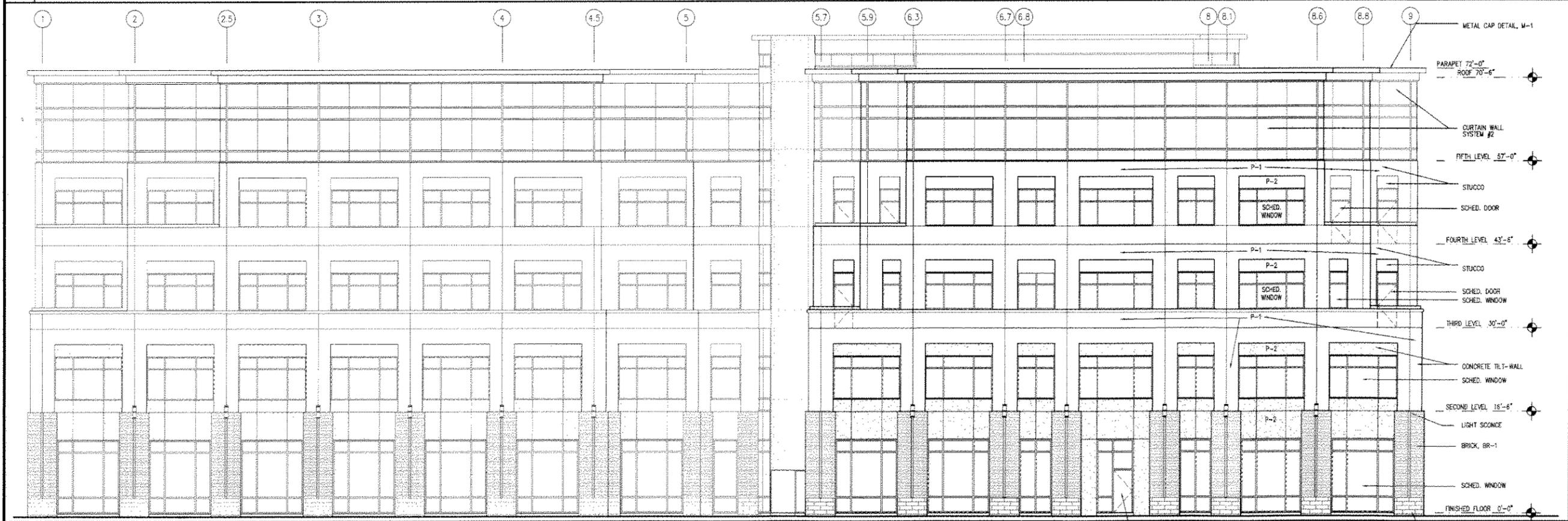
**EXTERIOR
ELEVATIONS**

FILE #: AVO-ELVS
PROJECT #: 0601
DATE: 12/15/06

SHEET
A5.2



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

**AVONDALE
OFFICE BUILDING
THE SUMMIT AT AVONDALE**
1-10 AND AVONDALE BLVD
AVONDALE, ARIZONA

ISSUE HISTORY:

	CLIENT REVIEW
	BIDDING
	PERMIT
	CONSTRUCTION

REVISIONS:

#	DATE

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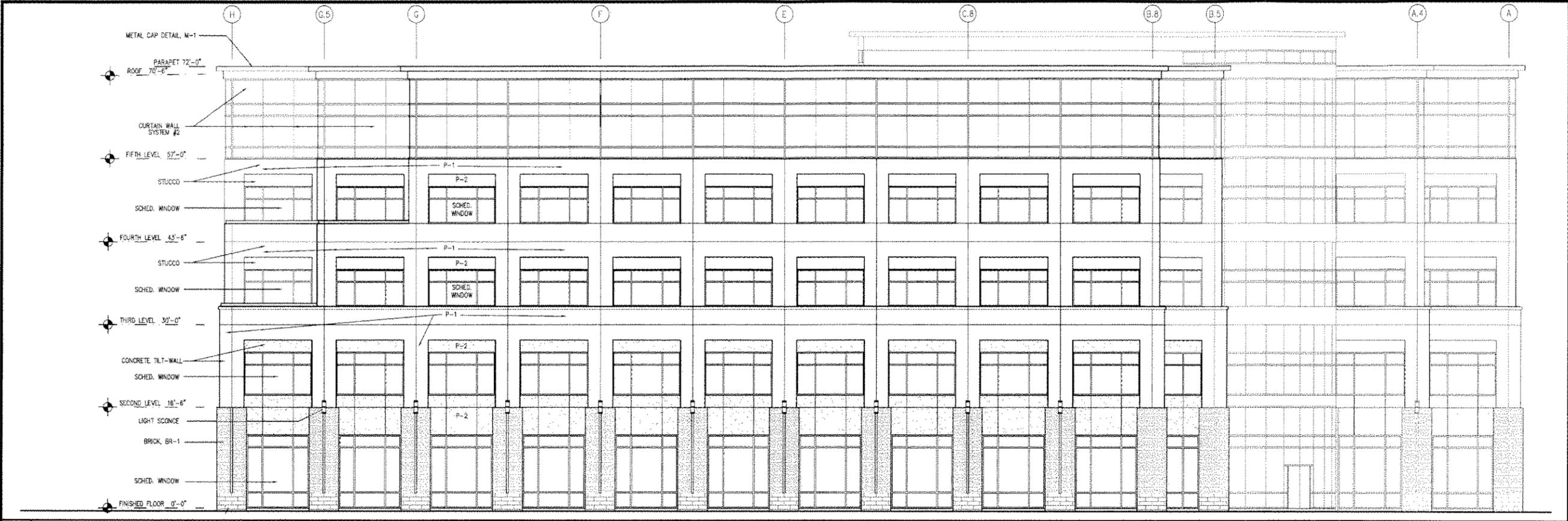
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ARCHITECT: PAUL D. HOAG
AZ REGISTRATION # 44940
DATE: DECEMBER 15, 2006

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**EXTERIOR
ELEVATION**

FILE #: AVO-ELVS
PROJECT #: 0601
DATE: 12/15/06

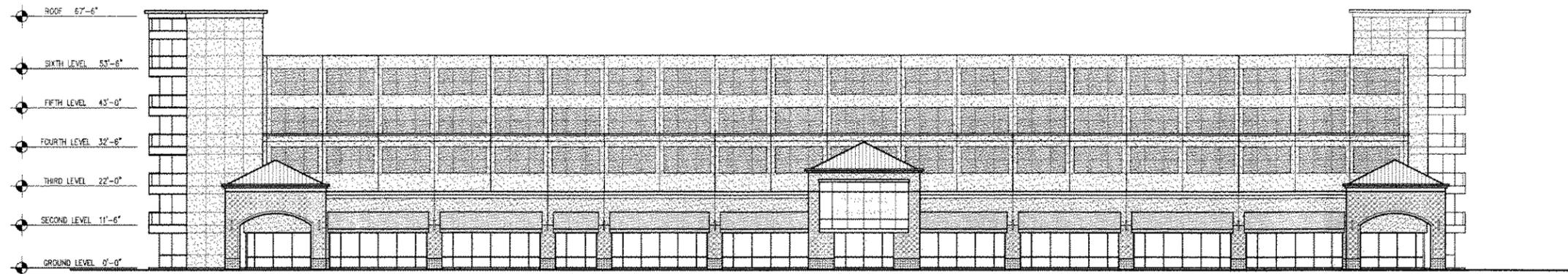
SHEET
A5.3



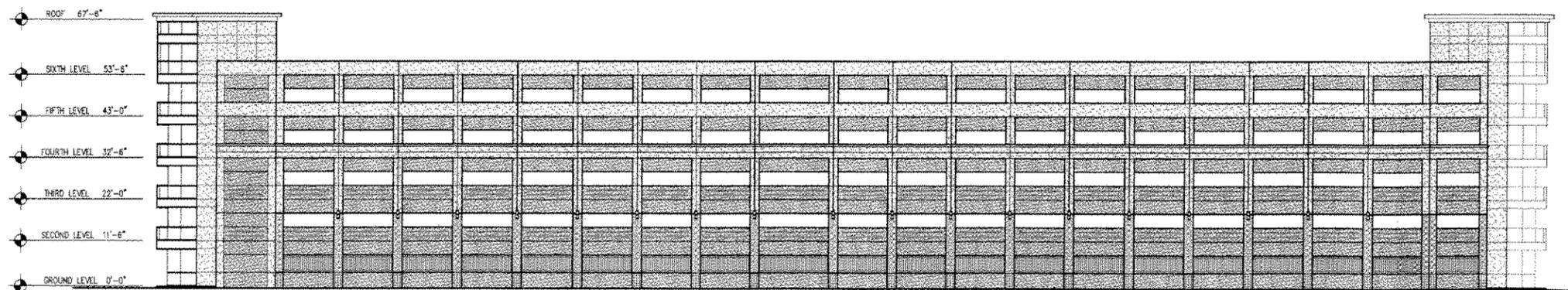
2 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"



2 PARKING GARAGE/RETAIL — SOUTH ELEVATION
1/16" = 1'-0"



1 PARKING GARAGE — NORTH ELEVATION
1/16" = 1'-0"

PARKING GARAGE,
RETAIL & RESTAURANT
THE SUMMIT AT AVONDALE
1-10 AND AVONDALE BLVD
AVONDALE, ARIZONA

ISSUE HISTORY:

CLIENT REVIEW
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CONSTRUCTION

REVISIONS:

#	DATE

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EXTERIOR
ELEVATIONS

FILE #: AVGR-ELVS

PROJECT #: 0606

DATE: 01/18/07

SHEET

A5.1

**PARKING GARAGE,
RETAIL & RESTAURANT
THE SUMMIT AT AVONDALE**
1-10 AND AVONDALE BLVD
AVONDALE, ARIZONA

ISSUE HISTORY:

	CLIENT REVIEW
	BIDDING
	PERMIT
	CONSTRUCTION

REVISIONS:

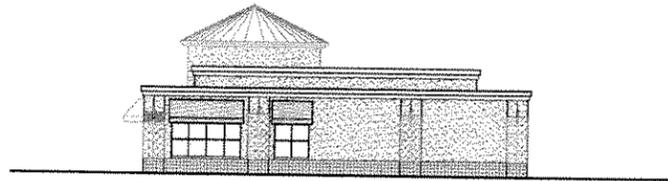
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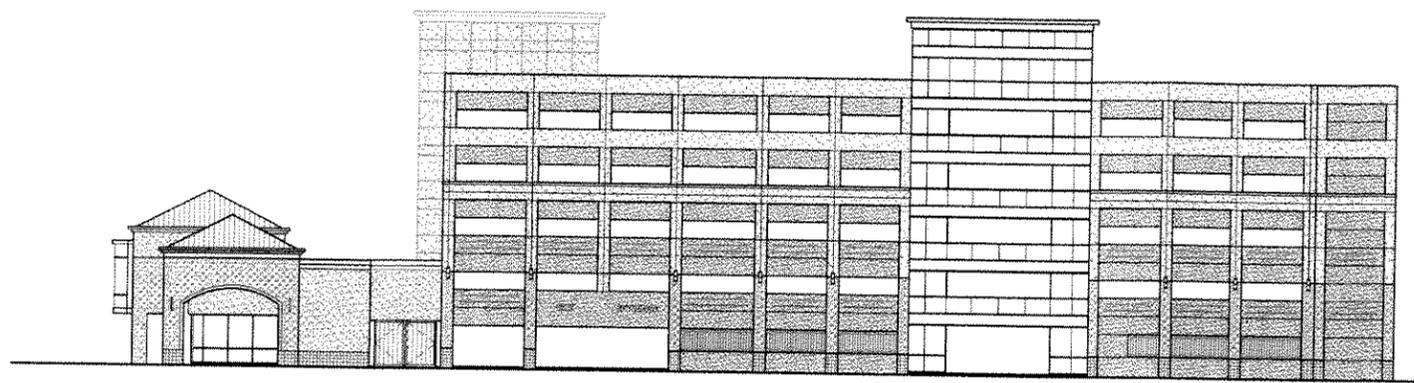
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Houston, Texas 77056
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**EXTERIOR
ELEVATIONS**

FILE #: AVGR-ELVS
PROJECT #: 0606
DATE: 01/18/07
SHEET
A5.2

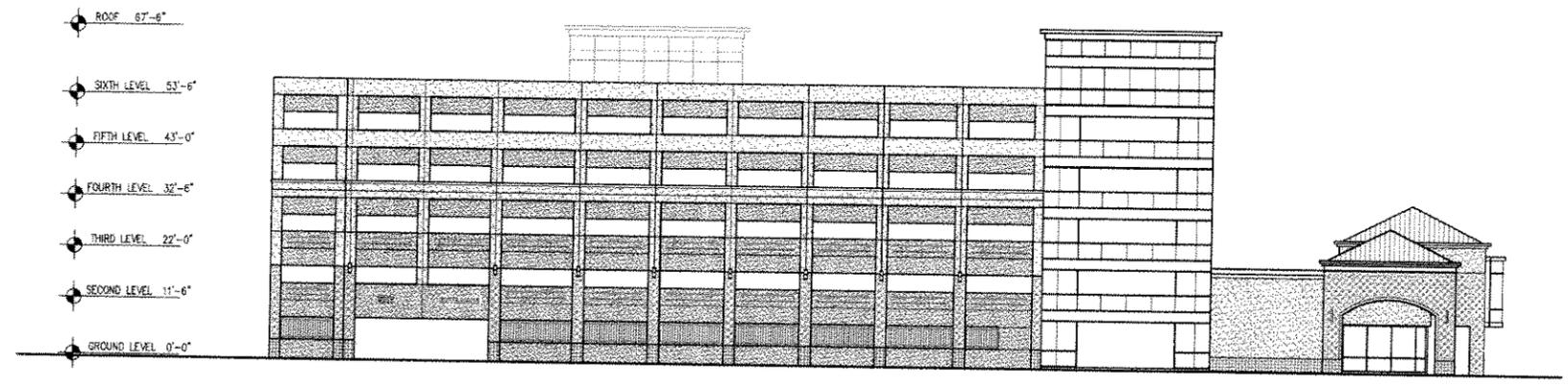


6 RESTAURANT – SOUTHEAST ELEVATION
1/16" = 1'-0"



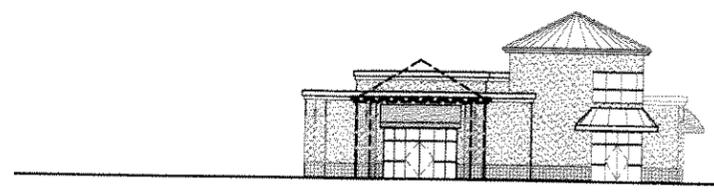
- ROOF 67'-6"
- SIXTH LEVEL 53'-6"
- FIFTH LEVEL 43'-0"
- FOURTH LEVEL 32'-6"
- THIRD LEVEL 22'-0"
- SECOND LEVEL 11'-6"
- GROUND LEVEL 0'-0"

5 PARKING GARAGE/RETAIL – EAST ELEVATION
1/16" = 1'-0"

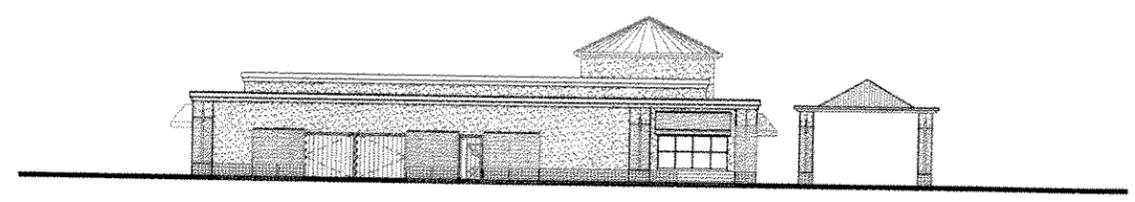


- ROOF 67'-6"
- SIXTH LEVEL 53'-6"
- FIFTH LEVEL 43'-0"
- FOURTH LEVEL 32'-6"
- THIRD LEVEL 22'-0"
- SECOND LEVEL 11'-6"
- GROUND LEVEL 0'-0"

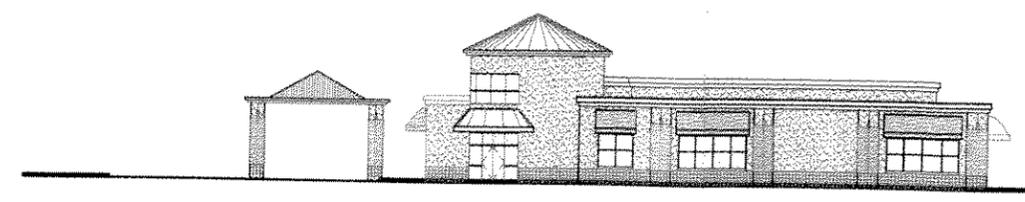
4 PARKING GARAGE/RETAIL – WEST ELEVATION
1/16" = 1'-0"



3 RESTAURANT – NORTHWEST ELEVATION
1/16" = 1'-0"



2 RESTAURANT – SOUTHWEST ELEVATION
1/16" = 1'-0"



1 RESTAURANT – NORTHEAST ELEVATION
1/16" = 1'-0"

Excerpt of the Draft Minutes of the regular Planning Commission meeting held February 15, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Edward Meringer, Commissioner
Alan Lageschulte, Chairperson
Michael Alcorn, Commissioner

CITY STAFF PRESENT

David Fitzhugh, Interim Development Services Director
Mr. Scott Wilken, Acting Senior Planner
Greg Keller, Acting Principal Planner

APPLICATION

DR-06-3

APPLICANT

Ms. Karen Keith, Snell and Wilmer
One Arizona Center, Phoenix, Arizona 850044

REQUEST

The applicant is requesting Master Site Plan approval for the Summit at Avondale Phase I. The property is located at the SWC of Avondale Boulevard and Interstate 10. Staff Contact: Scott Wilken (623) 333-4016.

Mr. Wilken presented the staff report for DR-06-3 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the proposed site plan subject to the 28 stipulations noted in the staff report.

Chairperson Lageschulte asked if the Commission if they had questions.

Commissioner Alcorn questioned stipulation #8. He suggested the undisturbed land should be addressed in order to alleviate any problems with dust control. Mr. Wilken thanked the Commissioner.

Chairperson Lageschulte stated this issue has been discussed previously. He felt that placing crushed granite onto the entire job site would be an extreme cost to the developer. He is not in favor of transferring this cost to the developer.

Chairperson Lageschulte questioned why the south elevation of the garage had no openings. Mr. Wilken explained the applicant intends to have separate ownership of the parking garage and the retail which must include a solid wall on the property line. He added that a final plat will come before the City Council.

Commissioner Copeland asked if the metal proposed in this design review will weather to the soft green color. Mr. Wilken stated the material is not actual copper; it is only copper in color. He suggested this question be addressed to the applicant.

She asked what types of shops are being proposed for the retail element of this case. Mr. Wilken stated the retail is typical of shops allowed in the C-2 zoning district.

Commissioner Grimsley thanked staff for the excellent presentation. He questioned the color scheme asking if the blue color was to form a pattern. He indicated there is a building located at Indian School Road and Dysart Road with similar colors, which was approved with much concern. Mr. Wilken stated staff is working with that developer very closely to ensure a pleasing color scheme.

Chairperson Lageschulte questioned if other Sheraton Hotels have developed with the same color scheme. Mr. Wilken stated he was unsure, and that question should be addressed to the developer.

Commissioner Meringer asked for clarification of the front covered drive-up area. The area appears to be too small for such a large hotel. Mr. Wilken suggested the architect address this concern and possibly provide the dimensions of the covered area.

Commissioner Copeland asked if the existing canopy should be extended to cover more of the walkway to provide shelter. She stated she had questions regarding signage but will bring those forth at a later date. She confirmed there will be two restaurant pads on the site with no restaurants at the retail area. Mr. Wilken stated that was correct with regard to the two restaurants, but added he was unsure if any restaurants would be included in the retail area.

Chairperson Lageschulte asked if the applicant wished to address the Commission.

Mr. Dustin Jones, Snell and Wilmer, introduced the representatives in attendance.

Ms. Karen Keith, Snell and Wilmer, provided an overview of the property including the office building, parking structure, retail building, and the hotel. She reviewed the landscape plan for the Commission. She noted there will be 54", 60", and 72" box trees planted, far surpassing the 24" requirement.

Mr. Jamie Partlow, PDH & A Architects, Houston, Texas, described the office building and the parking garage. He stated that the towers are of similar color to the office

building, which will be a blue green. He displayed this proposal to the Commission. He described the retail center as having roofs in a pyramid shape and terracotta in color, which they felt would bring the center to life. He added that the awnings, recessed entries, and varying roof shapes to provide a first class upscale, retail type of appearance.

Mr. Raul Barrios, Parsons, address the concern regarding the north façade. He explained the computer animation which would show the approach to the hotel from the I-10 and the design patterns created by color. He explained the loading dock would be hidden from view and he displayed a rendering of this feature. He indicated the pool would be visible from the highway. He stated as traffic approaches the hotel, the marquee should be in view indicating where the entrance is located. He reviewed the materials which are proposed to be used.

Mr. Jones stated that this team has worked diligently to design this hotel. He said each aspect of this hotel has been carefully designed. He stated that he hopes all architectural concerns have been addressed in the earlier presentations.

Commissioner Grimsley asked if the towers in the hotel serve a purpose. Mr. Jones stated the towers contain stairwells.

Commissioner Grimsley stated a four star hotel such as the one proposed should be able to contain more than four vehicles under the canopy. He would like to see more of an allowance. Mr. Wilken stated the comments will be taken into consideration and will review the standards.

Commissioner Grimsley said the loading dock was to include a canopy, which was not shown on the illustration. He is concerned the loading dock would draw more attention if a canopy were included. He asked what type of material is proposed for the canopy. Mr. Barrios stated the canopy would be the same material as the other metal roofs in the development. Mr. Jones clarified the bay doors would be out of view, however the canopy will be visible.

Commissioner Copeland asked the hours of the loading dock operation and stated she is concerned with the amount of lighting. She asked the applicant to take into account the amount of lighting produced so it flows with lighting provided by the adjacent buildings.

Commissioner Meringer questioned the material of the valet cover. Mr. Jones stated it would be metal. He felt not enough coverage is being provided. Commissioner Meringer asked about on-site rental car facilities. Mr. Jones stated vehicles would be parked in the garage. He reassured the Commissioner that they must comply with all parking space requirements.

Chairperson Lageschulte thanked the applicant and the representatives for their very informative presentation.

Chairperson Lageschulte called for the motion.

Commissioner Grimsley MADE a MOTION to recommend approval of Master Site Plan approval for the Summit at Avondale Phase I application DR-06-3 subject to the following stipulations including stipulation #29 which would include that the valet canopy be enlarged and able to better accommodate the patrons of the hotel.

Mr. Fitzhugh stated staff would work with the applicant, who has committed on the record, to increase the size of the canopy. Mr. Fitzhugh added there are a number of issues that must be researched and standards followed to insure an adequate canopy.

Mr. Jones confirmed they would work with staff on this issue. He said he has no intention of detracting from the aesthetics of the development and agreed to work with staff to provide an appropriate canopy.

Commissioner Grimsley restated his motion.

Commissioner Grimsley MADE a MOTION to recommend approval of Master Site Plan approval for the Summit at Avondale Phase I application DR-06-3 subject to the 28 stipulations recommended by staff.

Commissioner Copeland seconded the MOTION.

Commissioner Webster stated she is very pleased with the appearance of the building. She likes the look of the colored glass. She appreciates the work that went into this project.

Commissioner Alcorn stated he is looking forward to the construction of the hotel taking place. He added that patrons in the Valley are looking for relief from the sun and heat.

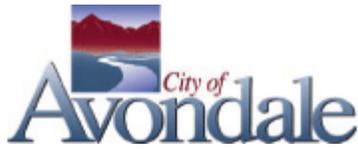
Commissioner Iwanski stated the Commission had previously been challenged to 'raise the bar' and that has definitely happened with the proposal of this development.

Commissioner Copeland commended the applicant. She felt this proposal is a great start and a great benefit to the city. She concluded by stating if the goal for an enlarged canopy is to remain consistent with the architecture; the columns appear to be less than upscale. She would suggest the columns that support the canopy be improved.

Chairperson Lageschulte said he was not very concerned with the location of the loading dock, as he feels it will not be visible from the freeway. He added the color is also pleasant and will blend in perfectly. He thanked the staff, the applicant and representatives for an excellent and thorough presentation.

Commissioner Grimsley stated he also felt this is a much needed additional to the gateway of the city of Avondale.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 7 to 0.



CITY COUNCIL REPORT

SUBJECT:

Consideration of an Economic Development Agreement with Avondale Boulevard, L.L.C. for the Development of a mixed-use project with a Sheraton Hotel, Office, Retail, Restaurants, Parking Garage

MEETING DATE:

March 5, 2007

TO: Mayor and Council

FROM: Claudia Whitehead, Economic Development Director (623)333-1411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an Economic Development Agreement (EDA), (see attachment "A") with Avondale Boulevard, L.L.C (Developer), to facilitate the development of a mixed-use project with the first phase to include a Sheraton Hotel, a five-story Class A Office Building, Retail, Restaurants and a Parking Garage at the southwest corner of Avondale Boulevard and Interstate 10.

BACKGROUND:

For the last 12 months, staff has been working with Mr. James Gilbert, Manager of Avondale Boulevard, L.L.C., regarding the development of a multi-phased, mixed-use project that will include a Sheraton Hotel and will serve as a destination for visitors to the Southwest Valley region and its residents. The first phase of the project will be developed with an eight-story Sheraton Hotel; a five-story, 150,000 square foot Class A Office Building; 22,500 square feet of Retail and Restaurants; and a 310,000 square foot Parking Garage with more than 1,000 spaces. The first phase will be located at the immediate southwest corner of Interstate 10 and Avondale Boulevard. Subsequent phases will include an additional hotel, office, retail, restaurants and an additional parking garage. The total square footage of the development at build-out will be approximately 1.5 million square feet. The Sheraton Hotel will include conference facilities, a pool, restaurant, on-site food service, 24-hour room service, high-speed internet service and other amenities typically associated with a four-star rated hotel. Construction on offsite improvements began October 2006. Construction of the first phase will commence within 12 months of the Effective Date of the EDA.

City Council unanimously approved the Notice of Intent to enter into a Development Tax Incentive Agreement on January 2, 2007. The City of Avondale had an independent consultant, ESI Corporation, verify the net positive fiscal impact of the project on the City of Avondale (Exhibit C in the Agreement). Based on the fiscal analysis, the project to be developed by Avondale Boulevard, L.L.C. over the proposed 10-year time frame for the proposed tax incentives will generate \$25 million in tax and fee revenue to the City of Avondale. The EDA allows for the abatement of building permit fees and has been structured such that the offered incentives encourage the developer to fully develop the entire project as early as possible to realize the maximum benefits from the incentives that are in effect for up to 10 years and/or \$7,296,449, whichever occurs first, for the build-out of the entire development of approximately 1.5 million square feet. The EDA allows for the rebate of the following:

- Rebate the Unrestricted Construction Sales Tax generated and paid as a result of taxable construction activities related to the construction of the Project.
- Rebate of 2% of the annual net taxable transient sales generated by the Project (Hotel taxes).
- Rebate 0.75% of the net taxable sales generated by retail businesses on the Property (50% of retail sales taxes).

BUDGETARY IMPACT:

The rebates will be returned from revenue that would not otherwise be collected without such a project and from taxes collected by the City that may not have been otherwise received. This use is consistent with the Council's goal of business attraction, community investment and the creation of additional employment opportunities and community amenities.

RECOMENDATION:

Staff recommends that the City Council approve an Economic Development Agreement with Avondale Boulevard, L.L.C. to facilitate the development of a Sheraton Hotel, a five-story Class A Office Building, Retail, Restaurants and a Parking Garage and subsequent phases to include an additional hotel, office, retail, restaurants and an additional parking garage at the southwest corner of Avondale Boulevard and Interstate 10.

ATTACHMENTS:

[Click to download](#)

No Attachments Available

WHEN RECORDED RETURN TO:

City of Avondale
Attn: City Clerk
11465 W. Civic Center Drive
Avondale, AZ 85323

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE BOULEVARD, L.L.C.**

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is entered into March 5, 2007 (the “Effective Date”), by and between the City of Avondale, an Arizona municipal corporation (the “City”) and Avondale Boulevard, L.L.C., an Arizona limited liability company (“Developer”).

RECITALS

A. Developer desires to develop and operate a multi-use commercial and retail complex, the primary components of which shall be (1) in the first phase (a) an approximately 209,000 SF Sheraton Hotel of a quality equivalent to a rating of not less than four stars by the Mobil Travel Guide (the “Sheraton Hotel”), including conference facilities, on-site food service, 24-hour room service, high-speed internet services and other amenities typically offered by hotels bearing the Mobil Four-Star rating (the “Amenities”), (b) approximately 22,500 SF of retail shops, including a restaurant of a quality comparable three stars by the Mobil Travel Guide (the “Initial Retail Uses”), (c) an approximately 150,000 SF multi-story office building of at least five stories (the “Initial Office Use”) and (d) an approximately 310,000 SF parking garage (the “Initial Parking Garage”) (collectively, the “Initial Intended Uses”) and (2) in subsequent phases (a) an approximately 370,000 SF hotel of substantially the same quality as the Sheraton Hotel (the “Second Hotel”), (b) approximately 50,000 SF devoted to retail uses (the “Additional Retail Uses”), both stand alone and as part of the Second Hotel, (c) approximately 170,000 SF of office space (the “Additional Office Uses”) and (d) an approximately 238,000 SF parking garage (the “Additional Parking Garage”) (collectively, the “Additional Intended Uses”), together with all related on-site and off-site improvements (collectively, such improvements, the Initial Intended Uses and the Additional Intended Uses are referred to herein as the “Project”), on real property generally located near the southwest corner of Avondale Boulevard and Interstate Highway 10 in Avondale, Arizona, which property is described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Property”). Developer has specifically committed to the City that, and the City’s willingness to enter into this Agreement is specifically contingent upon Developer’s assertion that, the Sheraton Hotel shall include the Amenities.

B. The City desires that Developer construct and develop the Project at the Property in accordance with the Site Plan Documents (as defined below) to (1) provide luxury lodging

opportunities and create new transient lodging tax collections in the City, (2) facilitate the City's vision for development of the Avondale Boulevard corridor, (3) increase the value of the Property for property tax purposes, (4) provide additional Class A office space in Avondale, (5) create significant new opportunities for employment in Avondale and (6) enhance retail transaction privilege tax collections in the City.

C. On January 2, 2007, the Council of the City of Avondale (the "City Council") adopted that certain document entitled "Notice of Intent to Enter Into a Development Tax Incentive Agreement and Findings of Fact" (the "Notice of Intent"), attached hereto as Exhibit B and incorporated herein by reference. Included within the Notice of Intent were findings showing (1) that the Project is anticipated to raise more revenue than the amount of the incentives set forth below within the duration of this Agreement and (2) that, in the absence of the tax incentives proposed in this Agreement, the Project, or a similar mixed-use hotel, retail and office development, would not locate within the corporate boundaries of the City of Avondale at the same time or place (collectively, the "Findings"). Clause (1) above, as included in the Findings, was independently verified on January 2, 2007, by an outside consultant, ESI Corporation (the "Verification"), as set forth in Exhibit C, attached hereto and incorporated herein by reference. Developer hereby agrees and affirms that it (1) did not finance, or cause to be financed, the Verification, (2) did not have input into the selection of ESI Corporation for the purposes of such Verification and (3) would not have located the Project in Avondale in the same manner in the absence of the tax incentives set forth in this Agreement.

D. The City Council accepted the Findings on January 2, 2007, by a unanimous affirmative vote.

E. The City collects transaction privilege taxes (levied pursuant to the City Tax Code) for taxable construction activities ("Construction Sales Taxes") related to the Project. One percent of the City's 2.5% rate for Construction Sales Taxes is restricted for funding public safety, water, sewer and streets (the "Restricted Construction Sales Tax Portion"). The Construction Sales Taxes minus the Restricted Portion are referred to herein as the "Unrestricted Construction Sales Taxes." The City collects transaction privilege taxes (levied pursuant to the City Tax Code) for taxable retail sales, service, admissions, exhibitions, amusements, restaurant, bar, hotel and all other taxable activities, but specifically excluding leasing ("Retail Sales Taxes"), for uses to be constructed and operated on the Property. One percent of the City's 2.5% rate for Retail Sales Taxes is restricted for funding public safety, water, sewer and streets (the "Restricted Retail Sales Tax Portion"). The Retail Sales Taxes minus the Restricted Retail Sales Tax Portion are referred to herein as the "Unrestricted Retail Sales Taxes." The City also collects transaction privilege taxes (levied pursuant to the Section 13A-477 of City Tax Code, or any successor provision) for taxable transient lodging activities ("Lodging Taxes").

F. The Council of the City of Avondale (the "City Council") is empowered, pursuant to ARIZ. REV. STAT. § 9-500.11, to appropriate public funds to further employment opportunities and economic enhancement of the City. Accordingly, the City Council has determined that it is in the best interests of the citizens of Avondale to (1) rebate the Unrestricted Construction Sales Taxes generated and collected for the Project, (2) cause building permit fees associated with construction of the Project to be paid from other sources and not charged to the Developer, (3) rebate the Lodging Taxes generated by the Sheraton Hotel and the Second Hotel for a period of time after opening and

(4) rebate a portion of the Unrestricted Retail Sales Taxes collected from taxable activities on the Property, to provide opportunities for enhanced economic welfare and new job creation in Avondale.

AGREEMENT

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

1. Developer Obligations.

a. Developer Improvements. Developer shall design and construct, according to City standards, (i) the roadway improvements and the on-site parking and driveway improvements as depicted on the site plan dated February 9, 2007, prepared by Kimley-Horn & Associates, Inc. (the "Initial Site Plan"), attached hereto as Exhibit D and incorporated herein by reference, (ii) the buildings on the Property in accordance with the architectural elevations submitted to the City on February 9, 2007, prepared by 3D/International (for the Sheraton Hotel) and PDHA Architects (for the Initial Office Use and Initial Parking Garage) (collectively, the "Initial Architectural Plan"), attached hereto as Exhibit E and incorporated herein by reference and (iii) the landscaping plan dated January 19, 2007, prepared by Laskin & Associates, Inc. (the "Initial Landscaping Plan"), attached hereto as Exhibit F and incorporated herein by reference. The Initial Site Plan, the Initial Architectural Plan and the Initial Landscaping Plan are collectively referred to herein as the "Initial Site Plan Documents." Developer agrees and understands that the Abated Fees (as defined below) and the payment of the Construction Tax Rebate, the Retail Tax Rebate and the Lodging Tax Rebate (all as defined below) are specifically conditioned upon its development of the Initial Intended Uses on the Property in accordance with the Initial Site Plan Documents and the Additional Intended Uses on the Property according to such similar site plans to be approved by the City in the future, in its sole discretion (the "Subsequent Site Plan Documents"). Notwithstanding the foregoing, Developer may amend or otherwise modify the Initial Site Plan Documents and/or Subsequent Site Plan Documents so long as such amendments or modifications are (i) in accordance with the City's customary policies and procedures for such amendments or modifications and (ii) consistent with the intent of this Agreement, as determined by the City in its reasonable discretion. The Construction Tax Rebate, the Retail Tax Rebate and the Lodging Tax Rebate are collectively referred to herein as the "Rebate."

b. Business Construction and Operation. Developer, its successors or assigns, shall develop the Property and operate or cause to be operated businesses thereon consistent with the Initial Site Plan Documents, the Subsequent Site Plan Documents and all City regulations, for a period of at least 15 years from the Opening Date, as defined in this subsection (the "Operating Period"). Developer agrees and understands that the City's obligations to pay the Rebate and to cause the Abated Fees (as defined below) are specifically conditioned upon the construction and operation of the Sheraton Hotel, the Second Hotel, the Initial Office Use and the Additional Office Uses in the location(s) shown on the Initial Site Plan Documents and the Subsequent Site Plan, respectively, and in the form shown on the Architectural Plan and any further architectural plan subsequently approved by the City related to the Subsequent Site Plan Documents. Developer shall begin construction of the Initial Intended Uses within 12 months of the Effective Date and shall

complete construction of and open the Sheraton Hotel and the Office Use at the locations shown on the Site Plan Documents for business not later than 24 months from the Effective Date (the date of such construction completion and opening is referred to herein as the “Opening Date”). After construction is completed and the Sheraton Hotel and the Office Use are opened for business on the Property, Developer, its successors or assigns shall (i) continuously operate, or cause to be operated, the Sheraton Hotel and the Office Use on the Property during the Operating Period and (ii) during the entire term of this Agreement, maintain the Sheraton Hotel on the Property; subject to the substitution provisions set forth in this Section. If, at any time during the Operating Period, the Sheraton Hotel ceases operation (such date is referred to herein as a “Cessation Date”), Developer, its successors and assigns, shall (i) immediately notify the City of such discontinued operation, (ii) immediately commence securing a replacement hotel providing services of an equal or greater quality than the Sheraton Hotel, including the Amenities (the “Replacement Hotel”), and shall secure such Replacement Hotel and such Replacement Hotel operator shall open the Replacement Hotel (either under the Sheraton name or under the name of another hotel chain acceptable to the City) for business within 90 days from the Cessation Date. Developer shall begin construction of the Additional Intended Uses within 60 months of the Effective Date and shall complete construction of and open the Second Hotel and the Additional Office Uses at the locations shown on the Subsequent Site Plan Documents for business not later than 84 months from the Effective Date. Upon completion, the Second Hotel shall be subject to the operation and substitution provisions set forth above. The developer improvements obligations set forth in subsection 1(a) above and the business construction and operation obligations set forth in this subsection 1(b) are collectively referred to herein as the “Developer Obligations.”

2. City Obligations.

a. Construction Sales Tax Rebate. The City shall, as set forth in this Section 2, rebate the Unrestricted Construction Sales Taxes generated and paid as a result of taxable construction activities relating to construction of the Project (the “Construction Tax Rebate”). Subject to the liquidated damages provisions set forth in Section 8 below, if Developer, its successors or assigns, constructs the Project according to the schedule set forth in subsection 1(b) above, the City hereby agrees to rebate to Developer an amount equal to the Unrestricted Construction Sales Taxes attributable to the Property and paid to the City by Developer or any person, firm or entity providing construction contracting activities for construction of the Project (each a “Constructing Party”). The Construction Tax Rebate shall be payable as set forth in Section 5 below.

b. Retail Sales Tax Rebate. The City shall collect all Sales Taxes remitted by the sales-tax-generating businesses operating on the Property (the “Retail Businesses”) according to applicable law. Subject to the liquidated damages provisions set forth in Section 9 below, as an inducement to Developer, its successors or assigns, to maintain viable businesses, including the Initial Intended Uses and the Additional Intended Uses, on the Property for a period of at least 15 years, the City hereby agrees to rebate a portion of the Sales Taxes generated by sales at the Retail Businesses and paid to the City. Commencing upon the Opening Date and continuing for a period not to exceed ten years thereafter (the day ending such ten-year period being designated as the “Latest Retail Rebate Termination Date”), unless terminated earlier as set forth below in this subsection 2(b), the City shall rebate to Developer 0.75% of the net taxable sales generated by taxable activities on the Property for which Retail Sales Taxes are collected (the “Retail Tax

Rebate”); provided, however, that no such Retail Tax Rebate shall be paid unless the corresponding Sales Taxes due to the City from the Retail Business have been paid. The Retail Tax Rebate shall be payable in annual installments as set forth in Section 5 below. The City’s obligation to pay the Retail Tax Rebate payments to Developer pursuant to this subsection 2(b) will automatically cease and the City will have no further obligation to Developer pursuant to this Agreement upon the earlier to occur of the Latest Retail Rebate Termination Date or the Developer receiving total of \$7,296,449.00 from the aggregate amount of the Rebates, the occurrence of either of which is referred to as the “Retail Rebate Termination.”

c. Transient Lodging Tax Rebate. The City shall collect all Lodging Taxes remitted by the Sheraton Hotel and the Second Hotel operating on the Property (collectively, the “Hotels”) according to applicable law. Subject to the liquidated damages provisions set forth in Section 8 below, as an inducement to Developer, its successors or assigns, to continue operating the Hotels on the Property for a period of at least 15 years, the City hereby agrees to rebate the Lodging Taxes generated by sales at the Hotels on the Property and paid to the City. Commencing upon the Opening Date and continuing for a period of ten years thereafter (the day ending such ten-year period being designated as the “Latest Lodging Rebate Termination Date”), unless terminated earlier as set forth below in this subsection 2(c), the City shall rebate to Developer 2.0% of the annual net taxable transient lodging sales generated by Developer at the Hotels on the Property (the “Lodging Tax Rebate”). The Lodging Tax Rebate shall be payable in annual installments set forth in Section 5 below. The City’s obligation to pay the Lodging Tax Rebate payments to Developer pursuant to this subsection 2(c) will automatically cease and the City will have no further obligation to Developer pursuant to this Agreement upon the earlier to occur of the Latest Lodging Rebate Termination Date or the Developer receiving total of \$7,296,449.00 from the aggregate amount of the Rebates, the occurrence of either of which is referred to herein as the “Lodging Tax Termination.”

d. Abated Building Permit Fees. Developer shall not be required to pay the building permit fees associated with the construction of the Project and charged according to the Avondale City Code. Subject to the liquidated damages provisions set forth in Section 9 below, the City shall cause the building permit fees associated with the construction of the Project and levied according to the Avondale City Code to be abated or paid from other sources, at the City’s sole discretion (the “Abated Fees”). Developer agrees and acknowledges that the Abated Fees do not include (i) any development impact fees assessed by the City pursuant to ARIZ. REV. STAT. § 9-463.05, as may be amended from time to time and (ii) plan check fees charged by the City for the Project.

3. Developer Right to Develop. The City agrees that Developer shall have the right to undertake and complete the development of the Property in accordance with the planned area development plan for the Property, approved by the City through Zoning Ordinance No. 1210-1106 (the “PAD”) on November 6, 2006, and any site plans related to the PAD approved by the City through its normal and customary site plan approval process (the “Site Plans”). The City shall not initiate any changes or modifications to the PAD and Site Plans applicable to any portion of the Property and improvements thereon during the 84-month period commencing on the Effective Date, except at the request of the then-owner of such portion of the Property. Notwithstanding the foregoing, the City may enact rules, regulations, ordinances, or policies relating to development of the Property that do not result in a significant change or modification of the PAD or Site Plans.

4. Term. This Agreement shall be effective upon the Effective Date and shall remain in full force and effect until the date that is 15 years after the Opening Date, unless sooner terminated pursuant to Section 9 below. The Retail Tax Rebate shall become effective on the Opening Date and shall remain in full force and effect until the Retail Tax Termination, unless terminated sooner pursuant to Section 9 below. The Lodging Tax Rebate shall become effective on the Opening Date and shall remain in full force and effect until the Lodging Tax Termination, unless terminated sooner pursuant to Section 9 below.

5. Payment Method.

a. Construction Tax Rebate. The Construction Tax Rebate shall be paid to Developer within 45 days after (i) all Construction Sales Taxes due from any Constructing Party are paid in full to the City and (ii) both the Sheraton Hotel and the Office Use (A) have received a certificate of occupancy from the City and (B) are lawfully open to the general public; provided, however, that the Construction Tax Rebate shall begin to accrue for the benefit of the Developer upon the City's receipt of any Construction Sales Tax due from any Constructing Party for subsequent disbursement to the Developer as described in this subsection 5(a).

b. Retail Tax Rebate. The first annual payment required by subsection 2(b) above shall be paid no later than 60 days after the end of the calendar year following the Opening Date; provided, however, that the Retail Tax Rebate shall begin to accrue for the benefit of the Developer upon the City's receipt of any Retail Sales Taxes generated by taxable activities occurring on the Property for subsequent disbursement to the Developer as described in this subsection 5(b). Subsequent annual payments will be made no later than 60 days after the end of each succeeding calendar year. Notwithstanding the termination of the City's obligation to make the Retail Tax Rebates, the City shall remain obligated to pay, upon the next occurring annual payment date, any amounts due to Developer that accrued prior to such termination. Each annual payment will be mailed to Developer at the address set forth in Section 10 below, or as otherwise agreed to by Developer and the City.

c. Lodging Tax Rebate. The first annual payment required by subsection 2(c) above shall be paid no later than 60 days after the end of the calendar year following the Opening Date; provided, however, that the Lodging Tax Rebate shall begin to accrue for the benefit of the Developer upon the City's receipt of any Lodging Taxes generated by taxable activities occurring on the Property for subsequent disbursement to the Developer as described in this subsection 5(c). Subsequent annual payments will be made no later than 60 days after the end of each succeeding calendar year. Notwithstanding the termination of the City's obligation to make the Lodging Tax Rebates, the City shall remain obligated to pay, upon the next occurring annual payment date, any amounts due to Developer that accrued prior to such termination. Each annual payment will be mailed to Developer at the address set forth in Section 10 below, or as otherwise agreed to by Developer and the City.

6. Waiver of Confidentiality. Developer hereby waives, for the term of this Agreement, any rights it may have to keep confidential any records indicating the amount of sales generated by the Initial Intended Uses and the Additional Intended Uses on the Property. Developer further agrees to (a) take all steps necessary and to execute any required documents to permit the City's authorized representative to examine any such records and (b) require, as part of any contract or

agreement between Developer and any Constructing Party or any person, firm or entity owning or operating any Initial Intended Uses or Additional Intended Uses on the Property (the “Property Occupants”), that such Constructing Party and Property Occupants agree to waive, for the term of this Agreement, any rights it may have to keep confidential any records indicating the amount of taxable construction activity relating to the Project.

7. Rebates Not a Debt. The City’s obligations pursuant to the provisions of this Agreement that require the expenditure of funds do not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and do not obligate the City to make any expenditure from proceeds of ad valorem taxes or obligations to which any general taxing authority is pledged unless the expenditure has been duly budgeted, if and to the extent required by law, and is within all budget and expenditure limitations of, and is not in conflict with, the Constitution or laws of the State of Arizona. Notwithstanding the foregoing, nothing set forth in this Section 7 shall relieve the City of its obligation to pay the Rebates to Developer. Further, the City’s failure to annually appropriate any amounts necessary to meet its obligations under this Agreement shall not relieve it of its duty to make such payments.

8. Default. If either party fails to perform any obligation, including the City’s obligation to pay the Rebates, pursuant to this Agreement, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days.

9. Liquidated Damages. Without limiting the remedies available to the City pursuant to Section 8 above, Developer understands and acknowledges that if it fails to fulfill the Developer Obligations as set forth in Section 1 above, the City will suffer damages that are difficult to accurately specify and ascertain. Developer hereby agrees that, upon its default hereunder and expiration of the cure period set forth in Section 8 above, it shall pay the City, as liquidated damages, within 30 days of receipt of the City’s written demand therefore, the following amounts: (a) if the Developer’s failure occurs within seven years from the Effective Date of this Agreement, 100% of the Rebate paid to Developer as of the date of the City’s written demand; (b) if the Developer’s failure occurs more than seven years but less than ten years from the Effective Date of this Agreement, 75% of the Rebate paid to Developer as of the date of the City’s written demand; and (iii) if the Developer’s failure occurs more than ten years but less than 15 years from the Effective Date of this Agreement, 50% of the Rebate paid to Developer as of the date of the City’s written demand. Such liquidated damages shall be payable in immediately available funds of United States currency.

10. 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 (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and

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

If to the City: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323-6809
Facsimile: 623-333-0100
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 Developer: Avondale Boulevard, L.L.C.

Facsimile: _____
Attn: James W. Gilbert

With copy to: Snell & Wilmer, LLP
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-2202
Attn: Dustin Jones, Esq.
Facsimile: 602-382-6070

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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) 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 (d) 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.

11. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

12. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions

hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

14. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

15. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

16. Time of the Essence. Time is of the essence in this Agreement.

17. Assignment. This Agreement may be assigned, in whole or in part, by Developer only upon the prior, written approval of the City, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

19. Amendment. No amendment or waiver of any provision in this Agreement will be binding (a) on the City unless and until it has been approved by the City Council and has become effective or (b) on Developer unless and until it has been executed by an authorized representative.

20. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

21. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

22. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

23. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

“Developer”

AVONDALE BOULEVARD, L.L.C., an
Arizona limited liability company

By: _____
James W. Gilbert, Manager

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me _____, 2007, by James W. Gilbert, the Manager of AVONDALE BOULEVARD, L.L.C., an Arizona limited liability company, for and on behalf of the limited liability company.

Notary Public in and for the State of _____

My Commission Expires

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, for and on behalf of the municipal corporation.

Notary Public in and for the State of Arizona

My Commission Expires

**EXHIBIT A
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE BOULEVARD, L.L.C.**

[Property Legal Description and Map]

See following pages.

LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1, A CITY OF AVONDALE BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, A BRASS CAP IN HANDHOLE, BEARS SOUTH 00°15'46" EAST (BASIS OF BEARING), A DISTANCE OF 2626.59 FEET;

THENCE SOUTH 89°53'10" WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 1, A DISTANCE OF 65.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AVONDALE BOULEVARD, ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST-WEST MID-SECTION LINE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°15'46" EAST, A DISTANCE OF 682.42 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89°53'10" EAST, A DISTANCE OF 1244.03 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1;

THENCE ALONG SAID WEST LINE, NORTH 00°13'23" WEST, A DISTANCE 682.42 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1

THENCE LEAVING SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1, NORTH 00°13'32" WEST, A DISTANCE OF 411.65 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10;

THENCE LEAVING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 77°57'19" EAST, A DISTANCE OF 344.66 FEET;

THENCE NORTH 84°09'56" EAST, A DISTANCE OF 910.15 FEET, TO SAID WESTERLY RIGHT-OF-WAY LINE OF AVONDALE BOULEVARD;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°16'00" EAST, A DISTANCE OF 573.63 FEET, TO THE POINT OF BEGINNING.

ARIZONA DEPARTMENT OF TRANSPORTION
DEED # 14894-0799, M.C.R.

STOTZ FARMS INC.
DEED # 90-0061982, M.C.R.

NW COR., E 1/2,
SE 1/4, SEC. 1
T1N, R1W, G&SRM

PATRICIA RUTH CURTIS / MARY HUNT
DEED # 92-0184335, M.C.R.

STATE OF ARIZONA
DEED # 14706-0033, M.C.R.

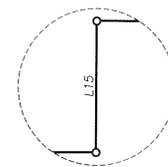
FND. 3" BCHH
NE COR. SEC. 1
T1N, R1W, G&SRM

ARIZONA DEPARTMENT
OF TRANSPORTION
DEED # 03-1356071,
M.C.R.

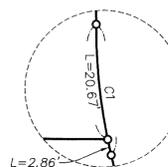
FND. 3" C.O.A. BCHH
E 1/4 COR. SEC. 1
T1N, R1W, G&SRM

FND. 1/2" REBAR
WITH CAP RLS# 39783

BRYD ENTERPRISES OF ARIZONA INC.
DEED # 05-1346376, M.C.R.



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.

LEGEND

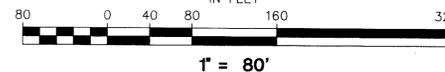
- PROPERTY LINE
 - - - LOT LINE
 - - - SECTION LINE
 - - - CENTERLINE
 - - - RIGHT-OF-WAY
 - - - ADJOINING PROPERTY LINE
 - - - FOUND MONUMENT, AS NOTED
 - - - FOUND MONUMENT, AS NOTED
 - - - SET 1/2" REBAR W/ CAP RLS NO. 37934
 - - - MARICOPA COUNTY RECORDS
 - - - CITY OF AVONDALE
 - - - BRASS CAP IN HANDHOLE
 - - - RIGHT-OF-WAY
- M.C.R.
○ C.O.A.
○ BCHH
○ R/W

LINE	BEARING	LENGTH
L1	S84°09'56"W	40.19'
L2	S48°03'02"E	45.91'
L3	S44°48'35"W	42.37'
L4	S00°16'00"E	80.00'
L5	S00°15'46"E	70.00'
L6	N89°53'10"E	65.00'
L7	S45°11'18"E	42.48'
L8	S44°48'42"W	35.31'
L9	S00°15'46"E	55.00'
L10	N45°10'06"W	14.16'
L11	N44°46'33"E	14.14'
L12	N45°13'27"W	28.28'
L13	S77°57'19"W	30.65'
L14	S89°56'01"E	68.06'
L15	N00°00'00"W	8.40'
L16	S89°56'12"E	80.31'
L17	N00°06'20"W	58.76'

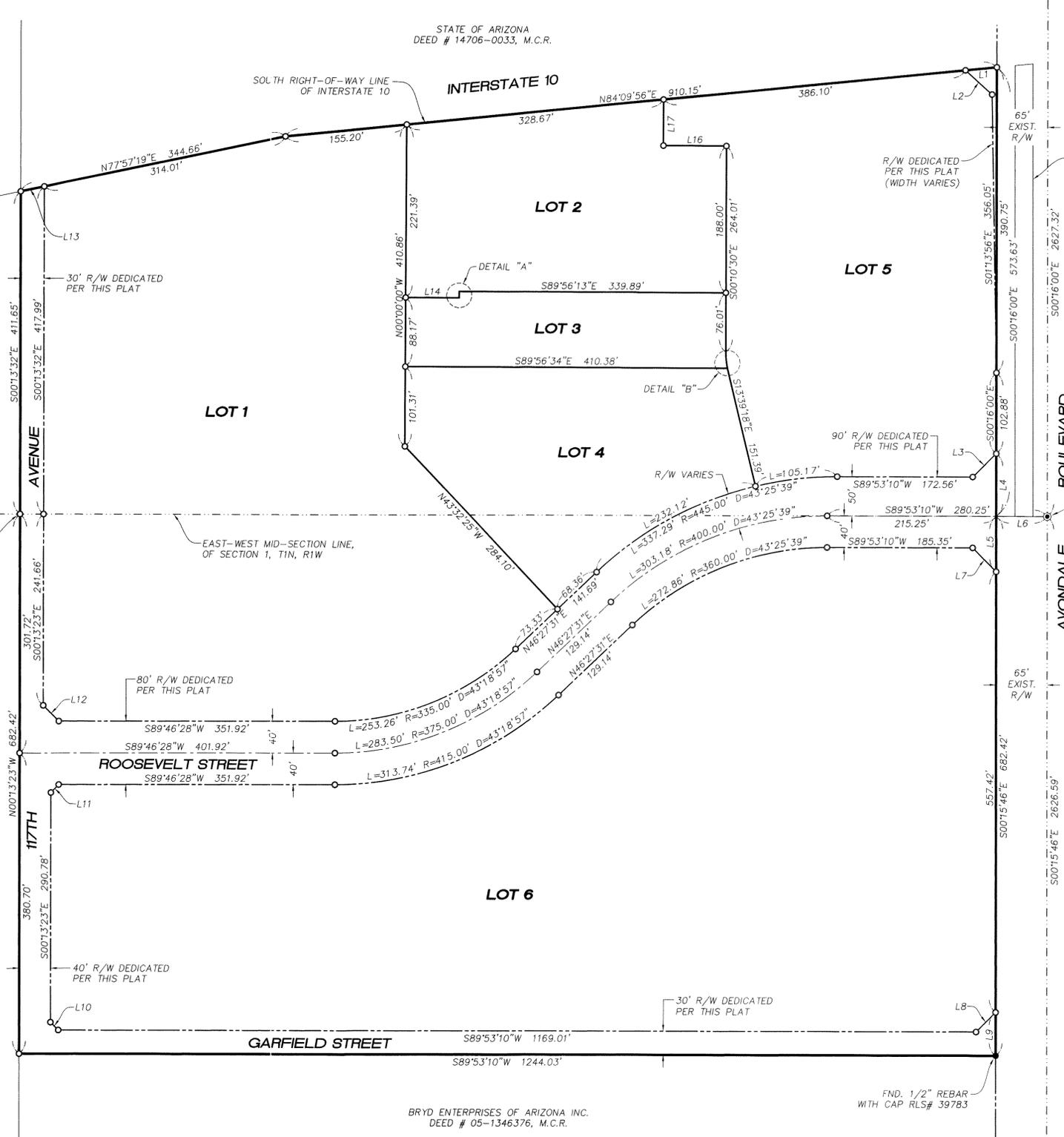
CURVE	LENGTH	RADIUS	DELTA
C1	23.53'	100.00'	13°28'48"



GRAPHIC SCALE
IN FEET



1" = 80'



DATE	
APPROVAL	
REVISION	
DESCRIPTION	
US	

SCALE (H):	1"=80'
SCALE (V):	NONE
DRAWN BY:	JMR
CHECKED BY:	REP

FINAL PLAT
FOR
SUMMIT AT AVONDALE
GEOMETRY SHEET

MARICOPA COUNTY
ARIZONA
CITY OF AVONDALE

HORIZON CONSULTANTS
OF ARIZONA
7878 NORTH 19TH STREET, SUITE 235
PHOENIX, ARIZONA 85020
PHONE (602) 870-1657
FAX (602) 870-1660
WWW.HORIZONSURVEYS.COM

DWG:	A412068PLAT
DATE:	JAN. 31 2007
JOB NUMBER:	A412.068
SHEET:	2 OF 3



**EXHIBIT B
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE BOULEVARD, L.L.C.**

[Notice of Intent]

See following page.

**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.

**EXHIBIT C
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE BOULEVARD, L.L.C.**

[Verification]

See following pages.



The Summit at Avondale Fiscal Impact Analysis

PREPARED FOR:
City of Avondale

PREPARED BY:

ESI CORPORATION
300 West Clarendon Avenue
Suite 470
Phoenix, Arizona 85013
(602) 265-6120
www.esicorp.net

January 2, 2007

Table of Contents

Executive Summary	1
Key Study Findings.....	1
Exhibit 1: Inputs to Impact Model.....	2
Exhibit 2: Absorption / Construction Scenario.....	6
Exhibit 3: Sales Taxes From Construction	8
Exhibit 4: Property Taxes.....	11
Exhibit 5: Sales and Commercial Lease Taxes.....	14
Exhibit 6: Permit and Development Impact Fees.....	17

Executive Summary

This report summarizes the findings of the fiscal benefits resulting from the development of The Summit at Avondale. The Summit at Avondale is proposed mixed use development located at the southwest corner of Avondale Boulevard and Interstate 10 in Avondale, Arizona. The parcel consists of nearly 12 acres and upon build-out will contain 1.5 million square feet of commercial development, including 90 condominiums. The project includes a mix of office, retail, restaurant, two hotels and two parking structures.

Table 1 - Square Feet by Phase for The Summit of Avondale

	Office	Garage	Restaurant	Retail	Hotel	Hotel Tower	Total SF by Phase
Phase 1	150,000	310,250	7,500	14,600	208,860	-	691,210
Phase 2	60,000	-	-	40,000	-	-	100,000
Phase 3	120,000	238,000	-	8,000	60,000	312,000	738,000
Total SF	330,000	548,250	7,500	62,600	268,860	312,000	1,529,210

The City of Avondale is considering entering into a 10 year development agreement with Avalon Commercial, the developer of this proposed project. Under this agreement the City would agree to provide a sales tax rebate to the developer. To comply with state law, the City of Avondale retained the services of ESI Corp to conduct a fiscal analysis of the city tax and fee revenue that would be generated from this project over a 10 year time horizon.

Key Study Findings

Based on this fiscal analysis, over the 10 year time horizon of the proposed tax incentive, the Summit at Avondale would generate \$25 million in tax and fee revenue to the city. The majority of the revenue would come from lodging tax receipts which totals \$6.7 million, followed by property tax receipts of \$3.6 million. The sales tax generated during the construction phases of the project will yield the City \$2.8 million. Table 2 provides a summary of the tax receipts by type of tax or fee for each of the 10 years.

Table 2 - The Summit at Avondale - Fiscal Impact Analysis

January 2, 2007

Revenue	Nominal Total	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Construction Sales Tax	\$2,831,351	\$1,081,485	\$139,678	\$0	\$669,085	\$456,163	\$484,939	\$0	\$0	\$0	\$0
Fees Generated:											
Bldg. Permit & Plan Review	\$1,661,131	\$589,317	\$10,317	\$0	\$381,030	\$657,682	\$22,785	\$0	\$0	\$0	\$0
Development Impact Fee	\$926,250	\$519,472	\$36,112	\$0	\$173,380	\$93,826	\$103,460	\$0	\$0	\$0	\$0
Property Tax	\$3,644,745	\$0	\$185,212	\$240,452	\$245,261	\$417,681	\$433,408	\$491,689	\$532,950	\$543,609	\$554,482
Retail Sales Tax	\$3,056,897	\$0	\$108,228	\$110,392	\$112,600	\$272,184	\$341,818	\$512,343	\$522,589	\$533,041	\$543,702
Food and Beverage Tax	\$3,082,345	\$0	\$166,851	\$321,410	\$327,838	\$359,258	\$366,444	\$373,773	\$381,248	\$388,873	\$396,650
Lodging Tax	\$6,785,206	\$0	\$590,800	\$602,616	\$614,668	\$789,002	\$804,782	\$820,878	\$837,296	\$854,042	\$871,122
Commercial Lease Tax	\$2,337,456	\$0	\$71,106	\$135,852	\$138,569	\$296,050	\$309,888	\$336,274	\$343,000	\$349,859	\$356,857
State Shared Revenue											
Hotels	\$237,535	\$0	\$24,123	\$24,605	\$25,097	\$25,952	\$26,471	\$27,001	\$27,541	\$28,092	\$28,653
Retail	\$8,724	\$0	\$309	\$315	\$321	\$777	\$976	\$1,462	\$1,491	\$1,521	\$1,552
Restaurant and Bar	\$105,557	\$0	\$9,524	\$10,146	\$10,349	\$11,975	\$12,214	\$12,459	\$12,708	\$12,962	\$13,221
GRAND TOTAL	\$24,677,197	\$2,190,274	\$1,342,258	\$1,445,788	\$2,698,199	\$3,380,551	\$2,907,186	\$2,575,878	\$2,658,823	\$2,712,000	\$2,766,240

The remainder of this report consists of several detailed Exhibits which include: the project assumptions utilized in this analysis; the construction and absorption schedule; the sales tax generated from construction; property tax; sales and commercial lease tax; and permit and development impact fees.

Exhibit 1: Inputs to Impact Model

EXHIBIT 1: INPUTS TO IMPACT MODEL

Project Element	Timing	Source of Data	
Phase I: Product Mix			
Values Building Only (excludes land)			
Sheraton Hotel:	Construction 2007		
Square feet	Operational 2008	208,860	City of Avondale
Number of rooms		250	City of Avondale
Construction cost		\$42,000,000	City of Avondale
Per room construction cost of hotel		\$168,000	Avalon Commercial
Average room rate		\$175	City of Avondale
Square feet of retail shops		15,000	City of Avondale
Square feet of restaurant / bar		5,000	City of Avondale
Occupancy		74%	PKF Consulting
Food and beverage sales		\$95 per occd rm	PKF Consulting
Building permit and plan review fees		\$351,135	City of Avondale
Impact fees		\$152,000	City of Avondale
Parking Garage:	Construction 2007		
Number of spaces	Operational 2008	1,080	Master Site Plan, PDH+A Architects and Planners
Square feet		310,250	City of Avondale
Construction cost		\$10,725,000	City of Avondale
Average construction cost per space		\$9,931	Avalon Commercial
Parking fee per space - Hotel (mandatory valet service)		\$5.00	Nightly Rate City of Avondale
Percentage allocated to hotel		55%	City of Avondale
Parking fee per space - Office		\$15	Monthly Rate City of Avondale
Percentage allocated to office		45%	City of Avondale
Building permit and plan review fees		\$93,117	City of Avondale
Impact fees		\$0	City of Avondale
Office:	Construction 2008		
Square feet	Operational 2008	150,000	City of Avondale
Construction cost of commercial office		\$15,000,000	City of Avondale
Average /SF construction cost of commercial office		\$100	Avalon Commercial
Average /SF value of commercial office		\$260	ESI files
Lease rate per square foot		\$30.00	Avalon Commercial
Building permit and plan review fees		\$128,385	City of Avondale
Impact fees		\$295,050.00	City of Avondale
Retail:	Construction 2007		
Square feet	Operational 2008	14,600	City of Avondale
Construction cost of retail		\$1,460,000	City of Avondale
Average /SF construction cost of retail		\$100	Avalon Commercial
Average /SF value of retail		\$350	ESI Files
Lease rate per square foot		\$35.00	Avalon Commercial
Sales per square foot		\$300.00	Avalon Commercial
Building permit and plan review fees		\$16,680	City of Avondale
Impact fees		\$72,422	City of Avondale
Restaurant:	Construction 2008		
Square feet	Operational 2009	7,500	City of Avondale
Restaurant construction cost		\$750,000	City of Avondale
Average /SF construction cost of restaurant		\$100	Avalon Commercial
Average /SF value of restaurant		\$220	ESI Files
Lease rate per square foot		\$35	Avalon Commercial
Sales per square foot		\$800	Avalon Commercial
Building permit and plan review fees		\$10,317	City of Avondale
Impact fees		\$36,112	City of Avondale

EXHIBIT 1: INPUTS TO IMPACT MODEL (CONTINUED)

Project Element	Timing		Source of Data
Phase II: Product Mix			
Office:			
Square feet	Construction 2010		
Construction cost of commercial office	Operational 2011	60,000	City of Avondale
Average /SF construction cost of commercial office		\$6,600,000	Avalon Commercial
Average /SF value of office		\$110	Avalon Commercial
Lease rate per square foot		\$30.00	Avalon Commercial
Building permit and plan review fees		\$59,085	City of Avondale
Impact fees		\$132,040.00	City of Avondale
Retail Pads:			
Square Feet	Construction 2010		
Construction cost	Operational 2011	20,000	City of Avondale
Average /SF construction cost of retail		\$2,200,000	City of Avondale
Average /SF value of retail		\$110	Avalon Commercial
Lease rate per square foot		\$350	Avalon Commercial
Sales per square foot		\$37.00	Avalon Commercial
Building permit and plan review fees		\$300.00	Avalon Commercial
Impact fees		\$22,785	City of Avondale
		\$103,460	City of Avondale
Retail South Side:			
Square Feet	Construction 2012		
Construction cost	Operational 2013	20,000	City of Avondale
Average /SF construction cost of retail		\$2,200,000	City of Avondale
Average /SF value of retail		\$110	Avalon Commercial
Lease rate per square foot		\$350	Avalon Commercial
Sales per square foot		\$38.00	Avalon Commercial
Building permit and plan review fees		\$300.00	Avalon Commercial
Impact fees		\$22,785	City of Avondale
		\$103,460	City of Avondale
Phase III: Product Mix			
Choice Hotel:			
Square feet	Construction 2010	60,000	City of Avondale
Number of rooms	Operational 2011	115	City of Avondale
Construction cost		\$10,800,000	City of Avondale
Per room construction cost of hotel		\$93,913	Avalon Commercial
Average room rate		\$105.00	Avalon Commercial
Square feet of restaurant / bar		2,500	Avalon Commercial
Food and beverage sales		\$29 per occd rm	Avalon Commercial
Occupancy		74%	PKF Consulting
Building permit and plan review fees		\$299,670	City of Avondale
Impact fees		\$69,920	City of Avondale
Hotel Tower:			
Square feet	Construction 2011		
Construction cost	Operational 2013	312,000	City of Avondale
Assumed units of condos for sale		\$49,300,000	City of Avondale
Average /unit construction cost (hard and soft costs)	2 years to absorb	90	Avalon Commercial
Average /unit value of condos for sale		547,778	Avalon Commercial
Building permit and plan review fees		\$650,000	City of Avondale
Impact fees		\$648,135	City of Avondale
		\$54,720	City of Avondale
Retail: (1st floor of Hotel Tower)			
Square feet	Construction 2011		
Construction cost	Operational 2013	8,000	City of Avondale
Average /SF construction cost of retail		\$500,000	City of Avondale
Average /SF value of retail		\$63	Avalon Commercial
Lease rate per square foot		\$350	Avalon Commercial
Sales per square foot		\$37.00	Avalon Commercial
Building permit and plan review fees		\$300.00	Avalon Commercial
Impact fees		\$9,547.00	City of Avondale
		\$39,106.00	City of Avondale

EXHIBIT 1: INPUTS TO IMPACT MODEL (CONTINUED)

Project Element	Timing		Source of Data
Phase III: Product Mix (Continued)			
Office:			
Square feet	Construction 2010	120,000	City of Avondale
Construction cost	Operational 2011	\$13,200,000	City of Avondale
Average /SF construction cost of commercial office		\$110	Avalon Commercial
Average /SF value of office		\$260	Avalon Commercial
Lease rate per square foot		\$30	Avalon Commercial
Building permit and plan review fees		\$118,170	City of Avondale
Impact fees		\$236,040	City of Avondale
Garage:			
Number of spaces	Construction 2010	700	City of Avondale
Square feet	Operational 2011	238,000	City of Avondale
Construction cost		\$8,100,000	City of Avondale
Average construction cost per space		\$11,571	Avalon Commercial
Building permit and plan review fees		\$58,575.00	City of Avondale
Impact fees		\$0	City of Avondale
Total Infrastructure Cost			
Infrastructure		\$3,470,000.0	Avalon Commercial
Developer only. Construction takes place in one phase.			
Property Tax Factors			
Assessor's Valuation Discount		80%	Maricopa County Assessor Estimate based on authors' data files
Property Tax Due Lag Factor of 1 year			
Estimated Property Taxes for Tax Area			
Property Tax Rates /\$100 of Assessed Value			
City of Avondale Tax Rate		1.1692	Arizona Tax Research Association, 2006 Property Tax Rates
Sales Tax Factors			
Avondale Sales Tax (Retail)		2.5%	City of Avondale
Avondale Sales Tax (Amusements, Restaurant & Bar)		2.5%	City of Avondale
Avondale Sales Tax (Commercial Lease)		2.5%	City of Avondale
Avondale Bed Tax		4.5%	City of Avondale
Restricted tax (except bed tax)		1%	City of Avondale
State Sales Tax subject to distribution		5.0%	AZ Dept. of Revenue
State Share of State Sales Taxes		0.3226861	AZ Dept. of Revenue data
Avondale share of the revenue sharing		0.0142698	AZ Dept. of Revenue data (Nov 2006)
Distribution base for construction		0.2	AZ Dept. of Revenue
Distribution base for retail		0.4	AZ Dept. of Revenue
Distribution base for hotel		0.55	AZ Dept. of Revenue
Distribution base for restaurants		0.4	AZ Dept. of Revenue
Escalation Factors:			
Annual Escalation Factor - Rent		2%	Estimate based on ESI data files
Annual Escalation Factor - Prices		2%	Estimate based on ESI data files
Discount rate		5%	ESI Corp
Rental Rate and Sales Factors:			
Rent Per Square Foot for Commercial Office		\$30.00	Avalon Commercial
Rent Per Square Foot for Retail		\$37.00	Avalon Commercial
Sales Per Square Foot for Retail		\$300.00	Avalon
Sales Per Square Foot for Restaurant		\$800.00	Avalon
Other Assumptions:			
Absorption lags construction by 1 year			
Office and Retail Vacancy Factor		5%	Estimate based on ESI data files

Note: All dollar values in \$2006

Exhibit 2: Absorption / Construction Scenario

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 2: ABSORPTION/CONSTRUCTION SCENARIO

YEAR #	NPV TOTAL 5%	Nominal Total	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Infrastructure												
Total Spending	\$3,370,857	\$3,539,400	\$3,539,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hotel Sheraton												
Total Units Constructed		250	250	0	0	0	0	0	0	0	0	0
Units Absorbed (period)			0	250	0	0	0	0	0	0	0	0
Total Units Absorbed (cum)			0	250	250	250	250	250	250	250	250	250
Total Units in Place			250	250	250	250	250	250	250	250	250	250
Hotel Choice												
Total Units Constructed		115	0	0	0	115	0	0	0	0	0	0
Units Absorbed (period)			0	0	0	0	115	0	0	0	0	0
Total Units Absorbed (cum)			0	0	0	0	115	115	115	115	115	115
Total Units in Place			0	0	0	115	115	115	115	115	115	115
Hotel Tower (condos for sale)												
Total Units Constructed		90	0	0	0	0	45	45	0	0	0	0
Units Absorbed (period)			0	0	0	0	0	45	45	0	0	0
Total Units Absorbed (cum)			0	0	0	0	0	45	90	90	90	90
Total Units in Place			0	0	0	0	45	90	90	90	90	90
Commercial Office												
Total Square Feet Constructed		322,000	75,000	75,000	0	172,000	0	0	0	0	0	0
Square Feet Absorbed (period)			0	75,000	75,000	0	172,000	0	0	0	0	0
Total Square Feet Absorbed (cum)			0	75,000	150,000	150,000	322,000	322,000	322,000	322,000	322,000	322,000
Total Square Feet in Place			75,000	150,000	150,000	322,000	322,000	322,000	322,000	322,000	322,000	322,000
Retail												
Total Square Feet Constructed		62,600	14,600	0	0	20,000	8,000	20,000	0	0	0	0
Square Feet Absorbed (period)			0	14,600	0	0	20,000	8,000	20,000	0	0	0
Total Square Feet Absorbed (cum)			0	14,600	14,600	14,600	34,600	42,600	62,600	62,600	62,600	62,600
Total Square Feet in Place			14,600	14,600	14,600	34,600	42,600	62,600	62,600	62,600	62,600	62,600
Restaurant												
Total Square Feet Constructed		7,500	0	7,500	0	0	0	0	0	0	0	0
Square Feet Absorbed (period)			0	0	7,500	0	0	0	0	0	0	0
Total Square Feet Absorbed (cum)			0	0	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Total Square Feet in Place			0	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Parking Garage												
Total Square Feet Constructed		310,250	310,250	0	0	0	0	0	0	0	0	0
Square Feet Absorbed (period)			0	310,250	0	0	0	0	0	0	0	0
Total Square Feet Absorbed (cum)			0	310,250	310,250	310,250	310,250	310,250	310,250	310,250	310,250	310,250
Total Square Feet in Place			310,250	310,250	310,250	310,250	310,250	310,250	310,250	310,250	310,250	310,250
Parking Garage for Condos												
Total Square Feet Constructed		238,000	0	0	0	238,000	0	0	0	0	0	0
Square Feet Absorbed (period)			0	0	0	0	238,000	0	0	0	0	0
Total Square Feet Absorbed (cum)			0	0	0	0	238,000	238,000	238,000	238,000	238,000	238,000
Total Square Feet in Place			0	0	0	238,000	238,000	238,000	238,000	238,000	238,000	238,000

Exhibit 3: Sales Taxes From Construction

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 3: SALES TAXES FROM CONSTRUCTION

YEAR #	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	NPV TOTAL	Nominal Total								
Infrastructure Value	\$3,370,857	\$3,539,400	\$3,539,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Based on 65% of Value	\$2,191,057	\$2,300,610	\$2,300,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Share of State Sales Taxes (5%)	\$109,553	\$115,031	\$115,031	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Distribution Base @ 20%	\$21,911	\$23,006	\$23,006	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City distribution @ 25%	\$5,478	\$5,752	\$5,752	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Share of State Sales Taxes	\$78	\$82	\$82	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Sales Tax	\$54,776	\$57,515	\$57,515	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sheraton Hotel Value	\$40,800,000	\$42,840,000	\$42,840,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Based on 65% of Value	\$26,520,000	\$27,846,000	\$27,846,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Share of State Sales Taxes (5%)	\$1,326,000	\$1,392,300	\$1,392,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Distribution Base @ 20%	\$265,200	\$278,460	\$278,460	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City distribution @ 25%	\$66,300	\$69,615	\$69,615	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Share of State Sales Taxes	\$946	\$993	\$993	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Sales Tax	\$663,000	\$696,150	\$696,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Choice Hotel Tower	\$9,617,612	\$11,690,267	\$0	\$0	\$0	\$11,690,267	\$0	\$0	\$0	\$0
Taxes Based on 65% of Value	\$6,251,448	\$7,598,674	\$0	\$0	\$0	\$7,598,674	\$0	\$0	\$0	\$0
State Share of State Sales Taxes (5%)	\$312,572	\$379,934	\$0	\$0	\$0	\$379,934	\$0	\$0	\$0	\$0
Distribution Base @ 20%	\$62,514	\$75,987	\$0	\$0	\$0	\$75,987	\$0	\$0	\$0	\$0
City distribution @ 25%	\$15,629	\$18,997	\$0	\$0	\$0	\$18,997	\$0	\$0	\$0	\$0
Avondale Share of State Sales Taxes	\$223	\$271	\$0	\$0	\$0	\$271	\$0	\$0	\$0	\$0
Avondale Sales Tax	\$156,286	\$189,967	\$0	\$0	\$0	\$189,967	\$0	\$0	\$0	\$0
Hotel Tower (Condos for sale)	\$42,038,996	\$54,975,495	\$0	\$0	\$0	\$0	\$27,215,592	\$27,759,904	\$0	\$0
Taxes Based on 65% of Value	\$27,325,347	\$35,734,072	\$0	\$0	\$0	\$0	\$17,690,135	\$18,043,937	\$0	\$0
State Share of State Sales Taxes (5%)	\$1,366,267	\$1,786,704	\$0	\$0	\$0	\$0	\$884,507	\$902,197	\$0	\$0
Distribution Base @ 20%	\$273,253	\$357,341	\$0	\$0	\$0	\$0	\$176,901	\$180,439	\$0	\$0
City distribution @ 25%	\$68,313	\$89,335	\$0	\$0	\$0	\$0	\$44,225	\$45,110	\$0	\$0
Avondale Share of State Sales Taxes	\$975	\$1,275	\$0	\$0	\$0	\$0	\$631	\$644	\$0	\$0
Avondale Sales Tax	\$683,134	\$893,352	\$0	\$0	\$0	\$0	\$442,253	\$451,098	\$0	\$0
Commercial Office Value	\$29,680,203	\$34,070,833	\$7,650,000	\$7,803,000	\$0	\$18,617,833	\$0	\$0	\$0	\$0
Taxes Based on 65% of Value	\$19,292,132	\$22,146,042	\$4,972,500	\$5,071,950	\$0	\$12,101,592	\$0	\$0	\$0	\$0
State Share of State Sales Taxes (5%)	\$964,607	\$1,107,302	\$248,625	\$253,598	\$0	\$605,080	\$0	\$0	\$0	\$0
Distribution Base @ 20%	\$192,921	\$221,460	\$49,725	\$50,720	\$0	\$121,016	\$0	\$0	\$0	\$0
City distribution @ 25%	\$48,230	\$55,365	\$12,431	\$12,680	\$0	\$30,254	\$0	\$0	\$0	\$0
Avondale Share of State Sales Taxes	\$688	\$790	\$177	\$181	\$0	\$432	\$0	\$0	\$0	\$0
Avondale Sales Tax	\$482,303	\$553,651	\$124,313	\$126,799	\$0	\$302,540	\$0	\$0	\$0	\$0
Retail Value	\$5,258,236	\$6,385,200	\$1,489,200	\$0	\$0	\$2,040,000	\$816,000	\$2,040,000	\$0	\$0
Taxes Based on 65% of Value	\$3,417,853	\$4,150,380	\$967,980	\$0	\$0	\$1,326,000	\$530,400	\$1,326,000	\$0	\$0
State Share of State Sales Taxes (5%)	\$170,893	\$207,519	\$48,399	\$0	\$0	\$66,300	\$26,520	\$66,300	\$0	\$0
Distribution Base @ 20%	\$34,179	\$41,504	\$9,680	\$0	\$0	\$13,260	\$5,304	\$13,260	\$0	\$0
City distribution @ 25%	\$8,545	\$10,376	\$2,420	\$0	\$0	\$3,315	\$1,326	\$3,315	\$0	\$0
Avondale Share of State Sales Taxes	\$122	\$148	\$35	\$0	\$0	\$47	\$19	\$47	\$0	\$0
Avondale Sales Tax	\$85,446	\$103,760	\$24,200	\$0	\$0	\$33,150	\$13,260	\$33,150	\$0	\$0
	\$0	\$0								
Restaurant	\$707,755	\$780,300	\$0	\$780,300	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Based on 65% of Value	\$460,041	\$507,195	\$0	\$507,195	\$0	\$0	\$0	\$0	\$0	\$0
State Share of State Sales Taxes (5%)	\$23,002	\$25,360	\$0	\$25,360	\$0	\$0	\$0	\$0	\$0	\$0
Distribution Base @ 20%	\$4,600	\$5,072	\$0	\$5,072	\$0	\$0	\$0	\$0	\$0	\$0
City distribution @ 25%	\$1,150	\$1,268	\$0	\$1,268	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Share of State Sales Taxes	\$16	\$18	\$0	\$18	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Sales Tax	\$11,501	\$12,680	\$0	\$12,680	\$0	\$0	\$0	\$0	\$0	\$0

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 3: SALES TAXES FROM CONSTRUCTION (CONTINUED)

YEAR #	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	NPV TOTAL	Nominal Total								
Parking Garage	\$10,418,571	\$10,939,500	\$10,939,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Based on 65% of Value	\$6,772,071	\$7,110,675	\$7,110,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Share of State Sales Taxes (5%)	\$338,604	\$355,534	\$355,534	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Distribution Base @ 20%	\$67,721	\$71,107	\$71,107	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City distribution @ 25%	\$16,930	\$17,777	\$17,777	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Share of State Sales Taxes	\$242	\$254	\$254	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Avondale Sales Tax	\$169,302	\$177,767	\$177,767	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parking Garage for Condos	\$7,213,209	\$8,767,700	\$0	\$0	\$0	\$8,767,700	\$0	\$0	\$0	\$0
Taxes Based on 65% of Value	\$4,688,586	\$5,699,005	\$0	\$0	\$0	\$5,699,005	\$0	\$0	\$0	\$0
State Share of State Sales Taxes (5%)	\$234,429	\$284,950	\$0	\$0	\$0	\$284,950	\$0	\$0	\$0	\$0
Distribution Base @ 20%	\$46,886	\$56,990	\$0	\$0	\$0	\$56,990	\$0	\$0	\$0	\$0
City distribution @ 25%	\$11,721	\$14,248	\$0	\$0	\$0	\$14,248	\$0	\$0	\$0	\$0
Avondale Share of State Sales Taxes	\$167	\$203	\$0	\$0	\$0	\$203	\$0	\$0	\$0	\$0
Avondale Sales Tax	\$117,215	\$142,475	\$0	\$0	\$0	\$142,475	\$0	\$0	\$0	\$0
TOTAL TAX RECEIPTS ON CONSTRUCTION										
Avondale Share of State Sales Taxes	\$3,458	\$4,035	\$1,541	\$199	\$0	\$953	\$650	\$691	\$0	\$0
Avondale Sales Tax	\$2,422,963	\$2,827,316	\$1,079,944	\$139,479	\$0	\$668,132	\$455,513	\$484,248	\$0	\$0

Exhibit 4: Property Taxes

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 4: PROPERTY TAXES

YEAR #	NPV TOTAL	Nominal Total	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Sheraton Hotel												
Property Value			\$0	\$42,840,000	\$43,696,800	\$44,570,736	\$45,462,151	\$46,371,394	\$47,298,822	\$48,244,798	\$49,209,694	\$50,193,888
Assessor's Valuation			\$0	\$34,272,000	\$34,957,440	\$35,656,589	\$36,369,721	\$37,097,115	\$37,839,057	\$38,595,838	\$39,367,755	\$40,155,110
Assessment Ratio			0	25%	25%	25%	25%	25%	25%	25%	25%	25%
Assessed Value			\$0	\$8,568,000	\$8,739,360	\$8,914,147	\$9,092,430	\$9,274,279	\$9,459,764	\$9,648,960	\$9,841,939	\$10,038,778
Choice Hotel												
Property Value			\$0	\$0	\$0	\$0	\$11,924,073	\$12,162,554	\$12,405,805	\$12,653,921	\$12,907,000	\$13,165,140
Assessor's Valuation			\$0	\$0	\$0	\$0	\$9,539,258	\$9,730,043	\$9,924,644	\$10,123,137	\$10,325,600	\$10,532,112
Assessment Ratio			0	0	0	0	25%	25%	25%	25%	25%	25%
Assessed Value			\$0	\$0	\$0	\$0	\$2,384,815	\$2,432,511	\$2,481,161	\$2,530,784	\$2,581,400	\$2,633,028
Hotel Tower (Condos for sale)												
Cumulative Units with Tax Liability Due			0	0	0	0	0	0	45	90	90	90
Average/Unit Value			\$0	\$0	\$0	\$0	\$0	\$0	\$732,006	\$746,646	\$761,579	\$776,810
Assessor's Value			\$0	\$0	\$0	\$0	\$0	\$0	\$585,604	\$597,317	\$609,263	\$621,448
Residential Tax Base			\$0	\$0	\$0	\$0	\$0	\$0	\$26,352,201	\$53,758,489	\$54,833,659	\$55,930,332
Assessment Ratio			0	0	0	0	0	0	10%	10%	10%	10%
Assessed Value			\$0	\$0	\$0	\$0	\$0	\$0	\$2,635,220	\$5,375,849	\$5,483,366	\$5,593,033
Commercial Office Value												
Cumul. Sq.Ft. of Properties w\ Tax Liability Due			\$0	\$75,000	\$150,000	\$150,000	\$322,000	\$322,000	\$322,000	\$322,000	\$322,000	\$322,000
Average /SF Value			\$0	\$265	\$271	\$276	\$281	\$287	\$293	\$299	\$305	\$311
Assessor's Valuation			\$0	\$212	\$216	\$221	\$225	\$230	\$234	\$239	\$244	\$249
Commercial Tax Base			\$0	\$15,912,000	\$32,460,480	\$33,109,690	\$72,496,976	\$73,946,916	\$75,425,854	\$76,934,371	\$78,473,059	\$80,042,520
Assessment Ratio			0	25%	25%	25%	25%	25%	25%	25%	25%	25%
Assessed Value			\$0	\$3,978,000	\$8,115,120	\$8,277,422	\$18,124,244	\$18,486,729	\$18,856,464	\$19,233,593	\$19,618,265	\$20,010,630
Retail Value												
Cumul. Sq.Ft. of Properties w\ Tax Liability Due			\$0	\$14,600	\$14,600	\$14,600	\$34,600	\$42,600	\$62,600	\$62,600	\$62,600	\$62,600
Average /SF Value			\$0	\$364	\$371	\$379	\$386	\$394	\$402	\$410	\$418	\$427
Assessor's Valuation			\$0	\$291	\$297	\$303	\$309	\$315	\$322	\$328	\$335	\$341
Commercial Tax Base			\$0	\$4,253,155	\$4,338,218	\$4,424,983	\$10,696,335	\$13,432,865	\$20,134,162	\$20,536,846	\$20,947,583	\$21,366,534
Assessment Ratio			0	25%	25%	25%	25%	25%	25%	25%	25%	25%
Assessed Value			\$0	\$1,063,289	\$1,084,555	\$1,106,246	\$2,674,084	\$3,358,216	\$5,033,541	\$5,134,211	\$5,236,896	\$5,341,634
Restaurant												
Cumul. Sq.Ft. of Properties w\ Tax Liability Due			\$0	\$0	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Average /SF Value			\$0	\$0	\$233	\$238	\$243	\$248	\$253	\$258	\$263	\$268
Assessor's Valuation			\$0	\$0	\$187	\$191	\$194	\$198	\$202	\$206	\$210	\$215
Commercial Tax Base			\$0	\$0	\$1,400,795	\$1,428,810	\$1,457,387	\$1,486,534	\$1,516,265	\$1,546,590	\$1,577,522	\$1,609,073
Assessment Ratio			0	0	25%	25%	25%	25%	25%	25%	25%	25%
Assessed Value			\$0	\$0	\$350,199	\$357,203	\$364,347	\$371,634	\$379,066	\$386,648	\$394,381	\$402,268

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 4: PROPERTY TAXES (CONTINUED)

YEAR #	NPV TOTAL	Nominal Total	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Parking Garage												
Property Value			\$0	\$11,158,290	\$11,381,456	\$11,609,085	\$11,841,267	\$12,078,092	\$12,319,654	\$12,566,047	\$12,817,368	\$13,073,715
Assessor's Valuation			\$0	\$8,926,632	\$9,105,165	\$9,287,268	\$9,473,013	\$9,662,474	\$9,855,723	\$10,052,837	\$10,253,894	\$10,458,972
Assessment Ratio			0	25%	25%	25%	25%	25%	25%	25%	25%	25%
Assessed Value			\$0	\$2,231,658	\$2,276,291	\$2,321,817	\$2,368,253	\$2,415,618	\$2,463,931	\$2,513,209	\$2,563,474	\$2,614,743
Parking Garage for Condos												
Property Value			\$0	\$0	\$0	\$0	\$8,943,055	\$9,121,916	\$9,304,354	\$9,490,441	\$9,680,250	\$9,873,855
Assessor's Valuation			\$0	\$0	\$0	\$0	\$7,154,444	\$7,297,532	\$7,443,483	\$7,592,353	\$7,744,200	\$7,899,084
Assessment Ratio			0	0	0	0	10%	10%	10%	10%	10%	10%
Assessed Value			\$0	\$0	\$0	\$0	\$715,444	\$729,753	\$744,348	\$759,235	\$774,420	\$789,908
TOTAL ASSESSED VALUE			\$0	\$15,840,947	\$20,565,524	\$20,976,835	\$35,723,617	\$37,068,740	\$42,053,495	\$45,582,489	\$46,494,139	\$47,424,022
ESTIMATED PROPERTY TAXES FOR TAX AREA												
City Property Tax Rates /\$100 of Assessed Value			1.1692	1.1692	1.1692	1.1692	1.1692	1.1692	1.1692	1.1692	1.1692	1.1692
TOTAL CITY PROPERTY TAX RECEIPTS	\$2,629,136	\$3,644,745	0	185,212	240,452	245,261	417,681	433,408	491,689	532,950	543,609	554,482

Exhibit 5: Sales and Commercial Lease Taxes

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 5: SALES AND COMMERCIAL LEASE TAXES

YEAR #	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	NPV TOTAL	Nominal Total								
HOTEL SHERATON (ROOMS)										
Units in Place / Use			0	250	250	250	250	250	250	250
Room Nights (Including Vacancy Factor)			0	67,525	67,525	67,525	67,525	67,525	67,525	67,525
Average Room Night Rate			179	182	186	189	193	197	201	213
Total Room \$	\$89,624,370	\$119,926,102	\$0	\$12,294,277	\$12,540,162	\$12,790,966	\$13,046,785	\$13,307,721	\$13,573,875	\$14,122,259
Avondale Transient Lodging Tax (4.5%)	\$4,033,097	\$5,396,675	\$0	\$553,242	\$564,307	\$575,593	\$587,105	\$598,847	\$610,824	\$635,502
Food and Beverage Sales	\$48,653,229	\$65,102,741	\$0	\$6,674,036	\$6,807,517	\$6,943,667	\$7,082,540	\$7,224,191	\$7,368,675	\$7,819,697
Food and Beverage Sales Tax (2.5%)	\$1,216,331	\$1,627,569	\$0	\$166,851	\$170,188	\$173,592	\$177,064	\$180,605	\$184,217	\$191,659
HOTEL CHOICE (ROOMS)										
Units in Place / Use			0	0	0	115	115	115	115	115
Room Nights (Including Vacancy Factor)			0	0	0	31,062	31,062	31,062	31,062	31,062
Average Room Night Rate			107	109	111	114	116	118	121	123
Total Room \$	\$15,764,368	\$22,714,992	\$0	\$0	\$0	\$3,600,913	\$3,672,931	\$3,746,389	\$3,821,317	\$3,897,744
Avondale Transient Lodging Tax (4.5%)	\$709,397	\$1,022,175	\$0	\$0	\$0	\$162,041	\$165,282	\$168,588	\$171,959	\$175,398
Food and Beverage Sales	\$4,353,968	\$6,273,665	\$0	\$0	\$0	\$994,538	\$1,014,429	\$1,034,717	\$1,055,411	\$1,098,050
Food and Beverage Sales Tax (2.5%)	\$108,849	\$156,842	\$0	\$0	\$0	\$24,863	\$25,361	\$25,868	\$26,385	\$26,913
COMMERCIAL OFFICE (SQ FT)										
Absorption		322,000	0	75,000	75,000	0	172,000	0	0	0
Square Feet (Including Vacancy Factor)			0	71,250	71,250	0	163,400	0	0	0
Square Feet in Use at Each Time Period			0	71,250	142,500	142,500	305,900	305,900	305,900	305,900
Rent Per Square Foot			\$31	\$31	\$32	\$32	\$33	\$34	\$35	\$36
Total Rent	\$54,100,363	\$75,302,742	\$0	\$2,223,855	\$4,536,664	\$4,627,397	\$10,132,150	\$10,334,793	\$10,541,488	\$10,967,365
Avondale Commercial Lease Tax (2.5%)	\$1,352,509	\$1,882,569	\$0	\$55,596	\$113,417	\$115,685	\$253,304	\$258,370	\$263,537	\$274,184
RETAIL (Sq. Ft.)										
Absorption		62,600	0	14,600	0	0	20,000	8,000	20,000	0
Square Feet (Including Vacancy Factor)			0	13,870	0	0	19,000	7,600	19,000	0
Square Feet in Use at Each Time Period			0	13,870	13,870	13,870	32,870	40,470	59,470	59,470
Sales Per Square Foot			\$306	\$312	\$318	\$325	\$331	\$338	\$345	\$351
Total Sales	\$85,988,248	\$122,275,872	\$0	\$4,329,104	\$4,415,686	\$4,504,000	\$10,887,341	\$13,672,738	\$20,493,701	\$21,321,647
Avondale Retail Sales Tax	\$2,149,706	\$3,056,897	\$0	\$108,228	\$110,392	\$112,600	\$272,184	\$341,818	\$512,343	\$522,589
Rent Per Square Foot			\$38	\$38	\$39	\$40	\$41	\$42	\$43	\$43
Total Rent	\$10,605,217	\$15,080,691	\$0	\$533,923	\$544,601	\$555,493	\$1,342,772	\$1,686,304	\$2,527,556	\$2,578,108
Avondale Commercial Lease Tax (2.5%)	\$265,130	\$377,017	\$0	\$13,348	\$13,615	\$13,887	\$33,569	\$42,158	\$63,189	\$64,453
RESTAURANT (Sq.Ft.)										
Absorption			0	0	7,500	0	0	0	0	0
Square Feet (Including Vacancy Factor)			0	0	7,125	0	0	0	0	0
Square Feet in Use at Each Time Period			0	0	7,125	7,125	7,125	7,125	7,125	7,125
Rent Per Square Foot			\$36	\$36	\$37	\$38	\$39	\$39	\$40	\$41
Total Rent	\$1,656,041	\$2,271,386	\$0	\$0	\$264,639	\$269,932	\$275,330	\$280,837	\$286,453	\$292,183
Avondale Commercial Lease Tax (2.5%)	\$41,401	\$56,785	\$0	\$0	\$6,616	\$6,748	\$6,883	\$7,021	\$7,161	\$7,305
Food and Beverage Sales per Square Foot	\$6,845	\$8,935	\$816	\$832	\$849	\$866	\$883	\$901	\$919	\$937
Total Sales	\$37,852,365	\$51,917,398	\$0	\$0	\$6,048,886	\$6,169,863	\$6,293,261	\$6,419,126	\$6,547,508	\$6,678,458
Food and Beverage Sales Tax (2.5%)	\$946,309	\$1,297,935	\$0	\$0	\$151,222	\$154,247	\$157,332	\$160,478	\$163,688	\$166,961

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 5: SALES AND COMMERCIAL LEASE TAXES (CONTINUED)

YEAR #	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016		
	NPV TOTAL	Nominal Total										
GARAGE (Spaces)												
Office Allocation	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%		
Parking Space Available	0	486	486	486	486	486	486	486	486	486		
Monthly Parking Fee	\$15	\$16	\$16	\$16	\$17	\$17	\$17	\$18	\$18	\$18		
Office Parking Revenue (Including Vacancy Factor)	\$630,312	\$843,419	\$0	\$86,463	\$88,193	\$89,957	\$91,756	\$93,591	\$95,463	\$97,372	\$99,319	\$101,306
Avondale Commercial Lease Tax (2.5%)	\$15,758	\$21,085	\$0	\$2,162	\$2,205	\$2,249	\$2,294	\$2,340	\$2,387	\$2,434	\$2,483	\$2,533
Hotel Allocation	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
Parking Spaces Available	0	594	594	594	594	594	594	594	594	594	594	594
Room Nights of Parking (Including Vacancy Factor)	0	160,439	160,439	160,439	160,439	160,439	160,439	160,439	160,439	160,439	160,439	160,439
Hotel Parking Fee	\$5	\$5	\$5	\$5	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
Hotel Parking Revenue	\$6,084,214	\$8,141,269	\$0	\$834,606	\$851,298	\$868,324	\$885,690	\$903,404	\$921,472	\$939,902	\$958,700	\$977,874
Avondale Transient Lodging Tax (4.5%)	\$273,790	\$366,357	\$0	\$37,557	\$38,308	\$39,075	\$39,856	\$40,653	\$41,466	\$42,296	\$43,141	\$44,004
TOTALS												
Commercial Lease Tax	\$1,674,798	\$2,337,456	\$0	\$71,106	\$135,852	\$138,569	\$296,050	\$309,888	\$336,274	\$343,000	\$349,859	\$356,857
Transient Lodging Sales Tax	\$5,016,283	\$6,785,206	\$0	\$590,800	\$602,616	\$614,668	\$789,002	\$804,782	\$820,878	\$837,296	\$854,042	\$871,122
Retail Sales Tax	\$2,149,706	\$3,056,897	\$0	\$108,228	\$110,392	\$112,600	\$272,184	\$341,818	\$512,343	\$522,589	\$533,041	\$543,702
Food and Beverage Tax	\$2,271,489	\$3,082,345	\$0	\$166,851	\$321,410	\$327,838	\$359,258	\$366,444	\$373,773	\$381,248	\$388,873	\$396,650
STATE SHARED REVENUE												
HOTEL												
State Share of State Sales Taxes (5%)	\$0	\$12,294,277	\$12,540,162	\$12,790,966	\$13,226,830	\$13,491,367	\$13,761,194	\$14,036,418	\$14,317,147	\$14,603,490	\$14,889,839	\$15,177,291
Distribution Base @ 55%	\$0	\$6,761,852	\$6,897,089	\$7,035,031	\$7,274,757	\$7,420,252	\$7,568,657	\$7,720,030	\$7,874,431	\$8,031,919	\$8,191,516	\$8,354,247
City distribution @ 25%	\$0	\$1,690,463	\$1,724,272	\$1,758,758	\$1,818,689	\$1,855,063	\$1,892,164	\$1,930,008	\$1,968,608	\$2,007,980	\$2,048,147	\$2,089,044
Avondale Share of State Sales Taxes	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698
Avondale Sales Tax (Retail)	\$177,398	\$237,535	\$0	\$24,123	\$24,605	\$25,097	\$25,952	\$26,471	\$27,001	\$27,541	\$28,092	\$28,653
RETAIL												
State Share of State Sales Taxes (5%)	\$0	\$216,455	\$220,784	\$225,200	\$544,367	\$683,637	\$1,024,685	\$1,045,179	\$1,066,082	\$1,087,404	\$1,109,147	\$1,131,311
Distribution Base @ 40%	\$0	\$86,582	\$88,314	\$90,080	\$217,747	\$273,455	\$409,874	\$418,072	\$426,433	\$434,962	\$443,617	\$452,391
City distribution @ 25%	\$0	\$21,646	\$22,078	\$22,520	\$54,437	\$68,364	\$102,469	\$104,518	\$106,608	\$108,740	\$110,917	\$113,131
Avondale Share of State Sales Taxes	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698
Avondale Sales Tax (Retail)	\$6,135	\$8,724	\$0	\$309	\$315	\$321	\$777	\$976	\$1,462	\$1,491	\$1,521	\$1,552
AMUSEMENTS, RESTAURANT AND BARS												
State Share of State Sales Taxes (5%)	\$0	\$6,674,036	\$7,109,961	\$7,252,160	\$8,391,741	\$8,559,576	\$8,730,767	\$8,905,383	\$9,083,490	\$9,265,160	\$9,450,616	\$9,639,981
Distribution Base @ 40%	\$0	\$2,669,614	\$2,843,984	\$2,900,864	\$3,356,696	\$3,423,830	\$3,492,307	\$3,562,153	\$3,633,396	\$3,706,064	\$3,781,349	\$3,859,216
City distribution @ 25%	\$0	\$667,404	\$710,996	\$725,216	\$839,174	\$855,958	\$873,077	\$890,538	\$908,349	\$926,516	\$945,147	\$964,273
Avondale Share of State Sales Taxes	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698	0.0142698
Avondale Sales Tax (Retail)	\$78,341	\$105,557	\$0	\$9,524	\$10,146	\$10,349	\$11,975	\$12,214	\$12,459	\$12,708	\$12,962	\$13,221

Exhibit 6: Permit and Development Impact Fees

THE SUMMIT AT AVONDALE - FISCAL IMPACT ANALYSIS
January 2, 2007

EXHIBIT 6: PERMIT AND DEVELOPMENT IMPACT FEES

YEAR #	NPV TOTAL	Nominal Total	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Hotel Sheraton												
			\$351,135	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$152,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hotel Choice												
			\$0	\$0	\$0	\$299,670	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$69,920	\$0	\$0	\$0	\$0	\$0	\$0
Hotel Tower (condos for sale)												
			\$0	\$0	\$0	\$0	\$648,135	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$54,720	\$0	\$0	\$0	\$0	\$0
Commercial Office												
			\$128,385	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$295,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retail												
			\$16,680	\$0	\$0	\$22,785	\$9,547	\$22,785	\$0	\$0	\$0	\$0
			\$72,422	\$0	\$0	\$103,460	\$39,106	\$103,460	\$0	\$0	\$0	\$0
Restaurant												
			\$0	\$10,317	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$36,112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parking Garage												
			\$93,117	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parking Garage for Condos												
			\$0	\$0	\$0	\$58,575	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL FEES:												
			\$1,416,400	\$1,661,131	\$589,317	\$10,317	\$0	\$381,030	\$657,682	\$22,785	\$0	\$0
			\$820,849	\$926,250	\$519,472	\$36,112	\$0	\$173,380	\$93,826	\$103,460	\$0	\$0
			\$2,237,249	\$2,587,381	\$1,108,789	\$46,429	\$0	\$554,410	\$751,508	\$126,245	\$0	\$0

**EXHIBIT D
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE BOULEVARD, L.L.C.**

[Site Plan]

See following pages.

INTERSTATE 10 (ADOT)

30' L.S. SETBACK

N84°09'56"E
910.15'

N77°57'19"E
344.66' (C)
356.80' (R)

30' L.S. SETBACK (TYP.)

30' L.S. SETBACK

6' R/W

40' L.S. SETBACK (TYP.)

65.00' R/W

22.00' ADOT R/W

300'± 0.00'±

573.63'

15' P.U.E. (EX.)

S/W EASEMENT

EX 12" WATER CONNECTION

65.00' R/W

PARKING STRUCTURE

OFFICE BUILDING

RETAIL

RESORT HOTEL

COURTYARD

RESTAURANT

FIRE ACCESS

SWIMMING POOL

SPA/FITNESS

PAD 1

ROOSEVELT ST.

(NOT A PART)

TEMPORARY IRRIGATION DITCH

SIDEWALK EASEMENT

EXISTING POWER POLE TO BE REMOVED. ELECTRIC LINES TO BE RELOCATED UNDERGROUND. (TYP.)

DRAINAGE EASEMENT AGREEMENT

TEMPORARY CONSTRUCTION EASEMENT

EXISTING RETENTION AREA

AVONDALE BLVD.

GARFIELD STREET

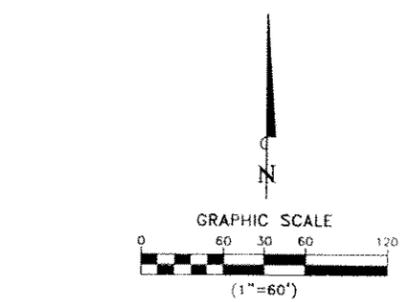
S89°53'10"W 1309.03' (C)
1316.66' (R)

SITE NOTES

- 1 CONCRETE CURB
- 2 AC PAVEMENT
- 3 MOUNTABLE 6" CURB
- 4 CONCRETE SIDEWALK
- 5 DECORATIVE PAVEMENT
- 6 PROPOSED CONCRETE PAD & TRASH ENCLOSURE PER COA GARBAGE ENCLOSURE SPECIFICATION
- 7 SIGHT VISIBILITY TRIANGLE PER AASHTO GUIDELINES
- 8 ADA PARKING STALL
- 9 LOADING DOCK
- 10 SCREEN WALL STAGGERED IN SEGMENTS
- 11 PROPOSED SANITARY SEWER
- 12 PROPOSED WATER LINE
- 13 PROPOSED SIGN LOCATION
- 14 PROPOSED RETENTION
- 15 PROPOSED BUS STOP
- 16 HVAC/MECHANICAL PLATFORM

LEGEND

- ⊙ SURVEY MONUMENT
- ⊕ FIRE HYDRANT
- ▨ DECORATIVE PAVEMENT
- W — WATER LINE
- S — SEWER LINE
- ⊙ PROPOSED SEWER MANHOLE
- ⊙ EXISTING SEWER MANHOLE
- ⊙ PROPOSED DRYWELL
- ⊙ PROPOSED DRYFLOW PREVENTION
- S — STORM DRAIN
- — RIGHT OF WAY, PROPERTY LINE
- — EASEMENT
- — SETBACK
- ⊙ EXISTING SIGNALIZED INTERSECTION
- — EXISTING STORM DRAIN
- — EXISTING 6" CHAIN LINK FENCE
- — EXISTING OVERHEAD ELECTRIC
- — EXISTING UNDERGROUND TELEPHONE LINE
- — EXISTING WATER LINE
- — EXISTING SANITARY SEWER LINE
- ⊙ EXISTING WATER METER
- ⊙ EXISTING SRP MANHOLE
- ⊙ EXISTING SIGN
- ⊙ EXISTING POWER POLE
- ⊙ EXISTING GUY
- ⊙ EXISTING FIRE HYDRANT
- ⊙ EXISTING TRAFFIC STREET LIGHT
- ⊙ EXISTING STREET LIGHT
- ⊙ EXISTING DOUBLE STREET LIGHT
- ⊙ TRUCK/FIRE TURNING PATH



NO.	REVISION	BY	DATE	APPR.

Kimley-Horn and Associates, Inc.
 2005 KIMLEY-HORN AND ASSOCIATES, INC.
 7678 North 16th Street, Suite 300
 Phoenix, Arizona 85020 (602) 944-5500

SCALE (H): 1"=60'
 SCALE (V): 1"=10'
 DESIGNED BY: JCS
 DRAWN BY: LTF
 CHECKED BY: PL
 DATE: 2-09-07

**THE SUMMIT AT AVONDALE
 PRELIMINARY SITE PLAN
 & SCHEMATIC UTILITIES
 AVONDALE, ARIZONA**



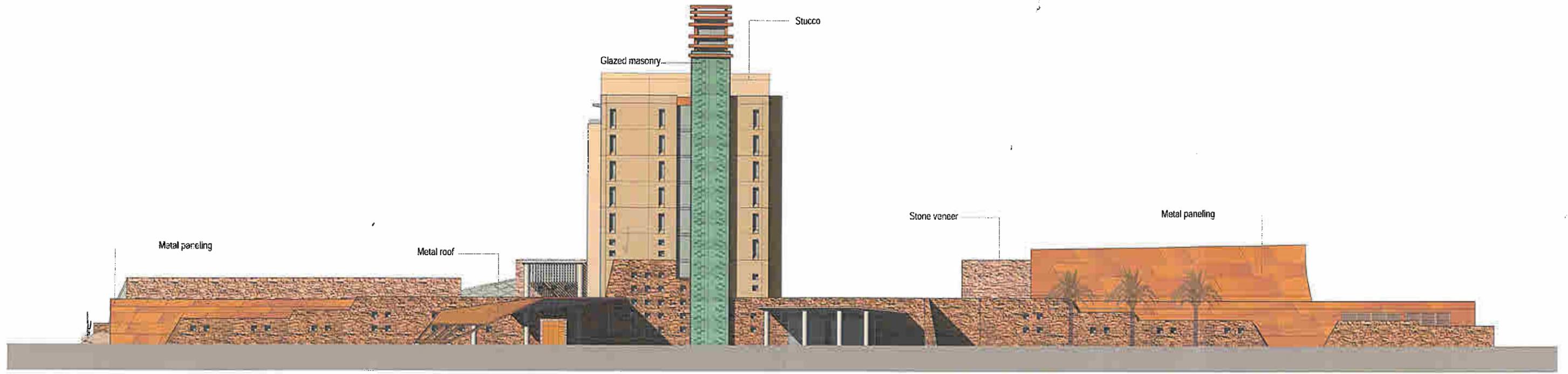
PROJECT NO. 191065000
 DRAWING NAME 06500SP02
 2 OF 3

KIMLEY-HORN AND ASSOCIATES, INC. (KHA) IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER. MINORITY AND FEMALE OWNERSHIP AND CONTROL IS ENCOURAGED. KHA IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER. MINORITY AND FEMALE OWNERSHIP AND CONTROL IS ENCOURAGED. KHA IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER. MINORITY AND FEMALE OWNERSHIP AND CONTROL IS ENCOURAGED.

**EXHIBIT E
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE BOULEVARD, L.L.C.**

[Architectural Plan]

See following pages.



EAST ELEVATION



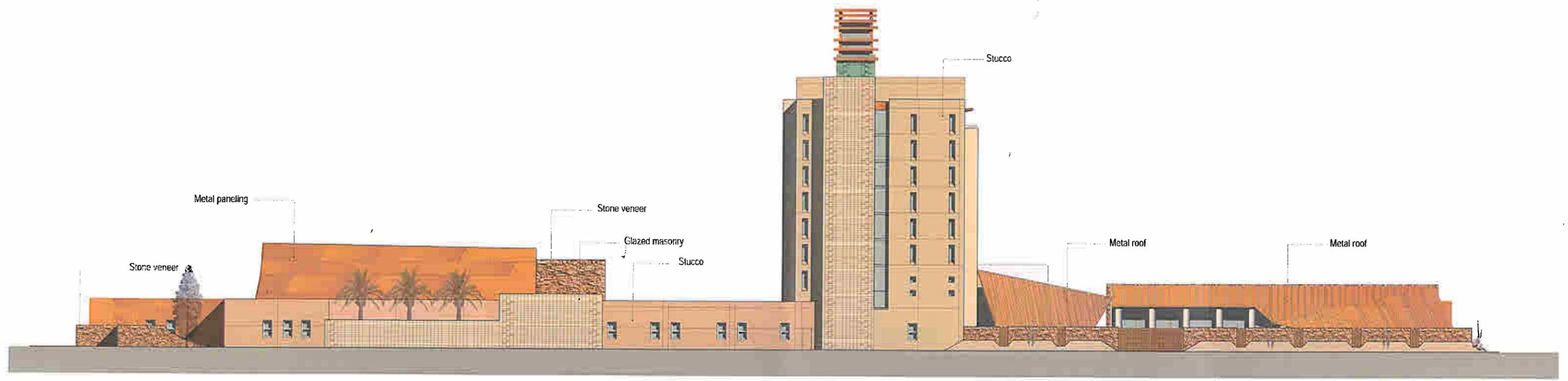
SOUTH ELEVATION

Sand-blasted concrete

Sheraton Hotel at Avondale



3D/International
PARSONS ARCHITECTURE DIVISION



WEST ELEVATION



NORTH ELEVATION

Sheraton Hotel at Avondale



3D/International
PARSONS ARCHITECTURE DIVISION



East Elevation



North Elevation



West Elevation



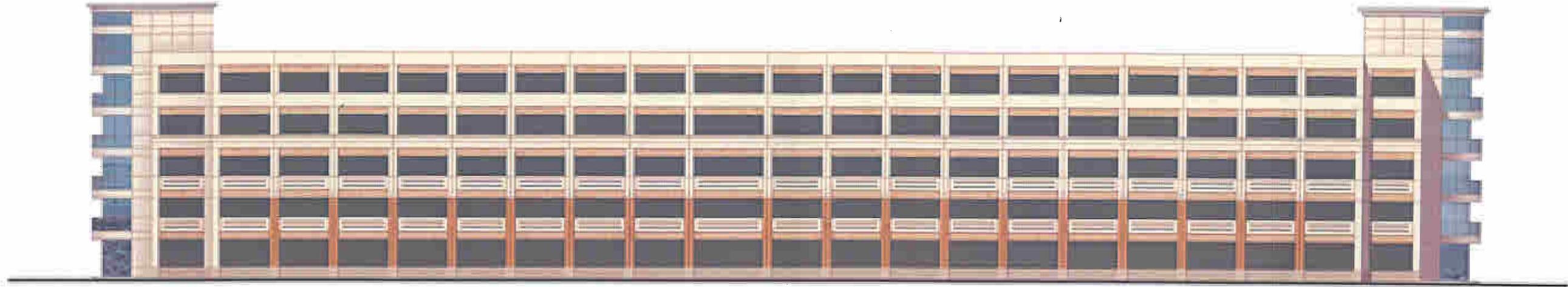
South Elevation



West Elevation



East Elevation



North Elevation



South Elevation

**EXHIBIT F
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE BOULEVARD, L.L.C.**

[Landscape Plan]

See following pages.

GENERAL LANDSCAPING NOTES

- The Landscape Architect, or his representative, reserve the right to refuse any plant materials he deems unacceptable. (See specifications)
- For clarification of discrepancies between the drawings and the site, it should be brought to the attention of the Landscape Architect prior to beginning work.
- Substitutions in type, and/or deviations in size or quantity from the approved landscape or irrigation plans shall not be permitted without prior written approval from the City of Phoenix.
- Plant quantities provided for contractor's convenience only. Plans take precedence.
- Double stake all 15 gallon, 24", and 36" box trees as required.
- Sprinkler Contractor must guarantee 100% coverage in all landscape areas.
- Exposed soil in planters shall be raked and free from rocks, roots, weeds, etc.
- Finished grade in groundcover, granite and lawn areas shall be 1" below adjacent header, paving, curbing, etc.
- Plants shall be quality material having a growth habit which is normal for the species and be sound, vigorous, healthy, and free from insects and injury.
- Groundcover and/or decomposed granite shall extend under shrubs unless noted.
- After all work is completed, the contractor shall remove all materials not incorporated in the Scope of Work from the job site.
- Grading shall include all excavation, settlement, handling, import, distribution, transportation, and disposal necessary to bring ground to finish grade as shown on the plan. (once general contractor has provided finish grade within 1/10 of 1")
- All earthwork is to be done so that all water drains away from all structures.
- A pre-emergent herbicide is to be applied to all granite areas after the granite has been laid. Include all nver rock areas, if applicable.
- All underground conduits are to be located before digging. If doubt exists call Blue Stake at (602) 263-1100.
- All material to be guaranteed for a period of one (1) year after final acceptance.
- Landscape contractor shall provide arbor guards to all trees located in turf areas.
- Contractor is responsible for all required sleeving whether it is shown on the plans or not.
- Landscape Architect to approve all mounding and grades prior to planting.
- Landscape Architect to approve placement of all trees, salvaged material and boulders prior to installation.
- Site verify all conditions prior to bidding and start of construction. Any discrepancies are to be brought to the attention of the L.A. in writing immediately.
- General contractor is to provide all rough grades for berms and mounds. The Landscape contractor shall be responsible for all finished grading of berms, per the Landscape Architects direction.

GRADING AND MOUNDING NOTES:

- Landscape Architect to approve all mounding and grades prior to planting.
- Elevations and locations of mounding are approximate and may be adjusted in the field at the Landscape Architect's request prior to installation.
- Grading shall include all excavation, settlement, handling, import, distribution, transportation, and disposal necessary to bring ground to finish grade as shown on the plan. (once general contractor has provided finish grade within 1/10 of 1")
- Finished grade in groundcover, granite and lawn areas shall be 1" below adjacent header, paving, curbing, etc.
- General contractor is to provide all rough grades for berms and mounds. The Landscape contractor shall be responsible for all finished grading of berms, to establish variations in elevations and convey a natural aesthetic appearance.

SOIL PREPARATION NOTES FOR TURF AREAS

- Uniformly mix to top 8 inches an application of finely ground gypsum at a rate of fifty pounds per 1000 square feet and commercial fertilizer at a rate of thirty-three pounds per 1000 square feet, and elemental sulfur at a rate of 30 pounds per 1000, 1 inch layer of clean sand.
- After topsoil has been prepared, the area shall be raked to remove additional stones, roots, lumps or any other foreign material. The finished surface shall be loose, smooth and pulverized, and shall conform to lines and grades designated.
- Bring lawn areas to finish grade after soil prepping which shall be 1" minimum below paving, curbs and lawn areas shall slope from walk, curb or buildings at 1 inch in 10 feet. Special attention shall be given to maintaining continuous and even flow lines, drainage away from structures, and providing positive drainage to inlets and outlets.

SITE DATA

Landscaping Areas Commercial Only	Required	Provided
A. On-Site landscape area Commercial: 10% of net site area industrial: 5% of net site area	76,230 sq. ft.	268,114 sq. ft.
B. Residential buffer landscape area 10 ft. from all residential boundaries	148 sq. ft.	184 sq. ft.
C. Paving landscape area maximum 5%	7,038 sq. ft.	11,386 sq. ft. - 6%
D. Parking/landscaping per 12 consecutive parking spaces minimum 5 ft. wide maximum 50 sq. ft.	1,650 sq. ft.	11,386 sq. ft.
E. Foundation planting 33% of building footage for buildings fronting on public streets	35%	75%

Landscaping Plantings	Required	Provided
Height of water landscape plantings	180 Trees	160 Trees
F. Trees: 1 per 20 ft. of street footage	265 Shrubs	402 Shrubs
G. Shrubs: 2 per 20 ft. of street footage	19,057 sq. ft.	67,028 sq. ft.
H. Shrub and Groundcover area 25%		
Parking space plantings	50 Trees	69 Trees
I. Trees: 1 per 9 parking spaces		
J. Trees: 1 per 20 feet of residential boundaries	184 Trees	184 Trees

Special planting requirements (FAD, Zoning, etc.)	Required	Provided
Trees:		
Total landscape areas (A-E)	76,230 sq. ft.	268,114 sq. ft.
Total usable open space percent (P&G only)	NA %	NA %
Total Trees (F+I+J)	410 Trees	469 Trees
Total 24" box trees (25% of total trees)	102 Trees	147 Trees
Total shrubs (G)	360 Shrubs	1,308 Shrubs
Total Grounds over 60'	13,057 sq. ft.	67,028 sq. ft.

** Remainder of street trees to be added when bids are developed

General Notes:

- The Property Owner and/or Licensee shall be responsible to install/maintain all landscape materials right-of-way.
- A 3-foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach when mature.
- The City approves these plans for concept only and accepts no liability for errors or omissions.

Note:
All construction shall be in accordance with the City of Avondale Construction Specifications currently on file and available at the City of Avondale Engineering Department.

LANDSCAPE LEGEND

All plant material to meet or exceed A.N.A. Recommended Standards

TREES

	Cercidium 'Hybrid'	48" box		Quercus virginiana	
	Desert Museum			Southern Live Oak	36" box
	Multi trunk			Acacia stenophylla	
	Dalbergia sissoo	36" box		Shoestring Acacia	24" box
	Sissoo			Thevetia peruviana	
	Specimen tree			Lucky Nut	36" box
	Ironwood	54-72" box		Std. trunk	
	Ulmus parvifolia			Ulmus parvifolia	
	Evergreen Elm	24" box		Evergreen Elm	36" box
	Quercus virginiana			Pyrus "Bradford Pear"	
	Southern Live Oak	36" box		Evergreen Pear	36" box
	Pinus eldaraica	24" box		Phoenix dactylifera	30' t.h.
	Mondel Pine			Date Palm	35' t.h. @ office
				Washingtonia filifera	12', 14', 16" and 20' t.h.
				California Fan Palm	Matching, height & skinned

ACCENTS/VINES

1, 5 & 15 gallon

	Bougainvillea Sp. 'Barbara Karst'		Muhlenbergia capillaris 'Regal Mist'
	Barbara Karst Bougainvillea		Regal Mist Deer Grass
	Bougainvillea Sp. 'Crimson Jewel'		Dasylium longissimum
	Crimson Jewel Bougainvillea		Mexican Grass Tree
	Hesperaloe parviflora		Dasylium wheeleri
	Res Yucca		Desert Spoon
	Agave Sp.		Chamaerops humilis
	Agave		Mediterranean Fan Palm
	Yucca Sp.		Phoenix roebellinii
	Yucca		Pygmy Date Palm

SHRUBS

1 & 5 gallon

	Canissa grandiflora		Cassia Sp.
	Natal Plum		Cassia
	Leucophyllum Sp.		Diates vegata
	Texas Sage		Fortnight Lilly
	Ruellia Sp.		Nandina domestica
	Ruellia		Heavenly Bamboo
	Nerium oleander 'Petite Pink'		Myrtus communis 'compacta'
	Petite Pink Oleander		Compact Myrtle
	Eremophila 'Valentine'		Hibiscus Sp.
	Valentine Bush		Hibiscus
	Asparagus densiflorus 'Myers'		Euphorbia rigida
	Xylosma congestum		Myrtus communis 'compacta'
	Foxtail Asparagus		Shiny Xylosma
	Buxus microphylla japonica		Golfher Plant
	Japanese Boxwood		Compact Myrtle
	Nandina domestica		
	Heavenly Bamboo		

GROUNDCOVERS

1 gallon

	Rosmarinus officinalis 'prostratum'		Lantana sp. 'Gold Mound'
	Prostrate Rosemary		Yellow Lantana
	Wedelia trilobata		Acacia redolens 'Desert Carpet'
	Yellow Dot		Desert Carpet
	Convolvulus cheorum		Ruellia brittoniana 'Katie'
	Bush Morning Glory		Katie Ruellia
	Lantana montevidensis		
	Purple Trailing Lantana		
	Lantana sp. 'White Lighnin'		
	White Lantana		
	Decomposed Granite 1/2" select "Express Rose"		
	2" Minimum Thickness All Landscape Areas		
	Granite rip rap 3" to 6" color to match D.G.		
	Granite Boulder - Pit Run		
	Turf - Cynodon dactylon 'Midiron' - Midiron Bermuda Grass		
	4" x 4" concrete header (color to match screen wall)		
	Lush landscaping to be determined during cd's		

Exhibit G



LASKIN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
5112 N. 40th Street
Suite 202
Phoenix, Arizona 85018
P (602) 440-7771
F (602) 440-6021



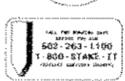
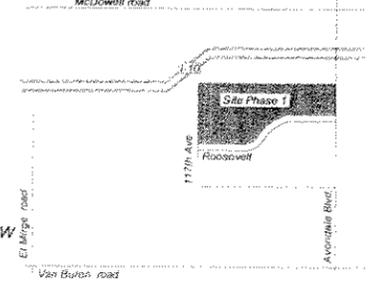
The Summit at Avondale Phase 1
NWC of Roosevelt Street and Avondale Blvd.
Avondale, Arizona
COVERSHEET

PLANNING RECEIVED
FEB 2007
REVISION

SHEET INDEX

SHEET	LA.01	COVER SHEET
SHEET	LA.02	PLANTING PLANS
SHEET	LA.03	PEDESTRIAN AREAS
SHEET	LA.04	DETAILS

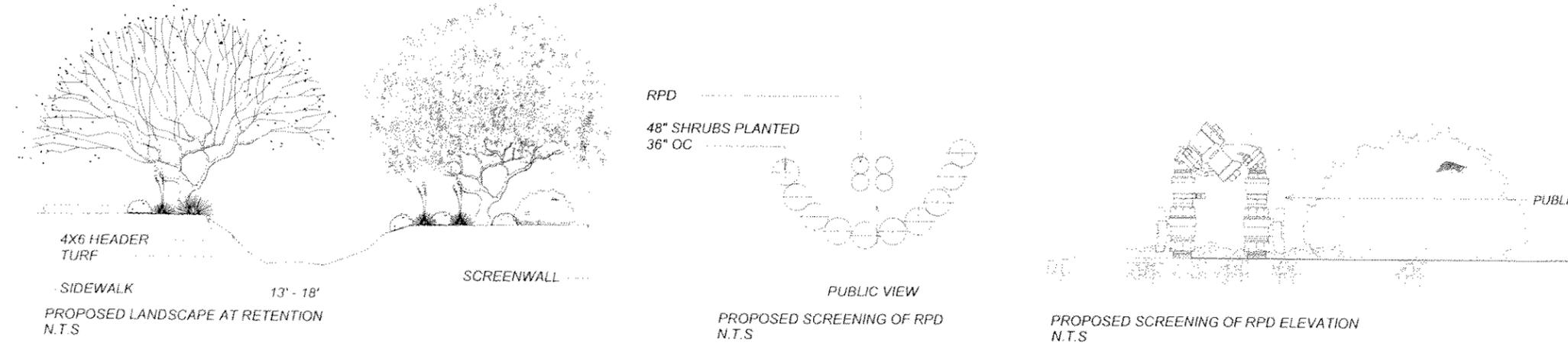
VICINITY MAP

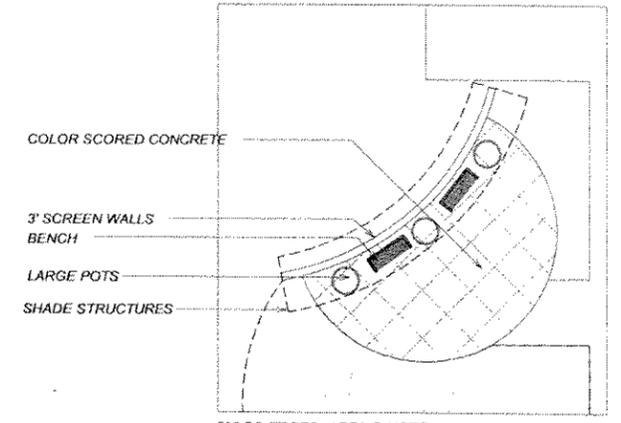


Kimley-Horn and Associates, Inc.
1625 West 16th Street, Suite 100
Phoenix, Arizona 85019
P (602) 998-8800
F (602) 998-8801

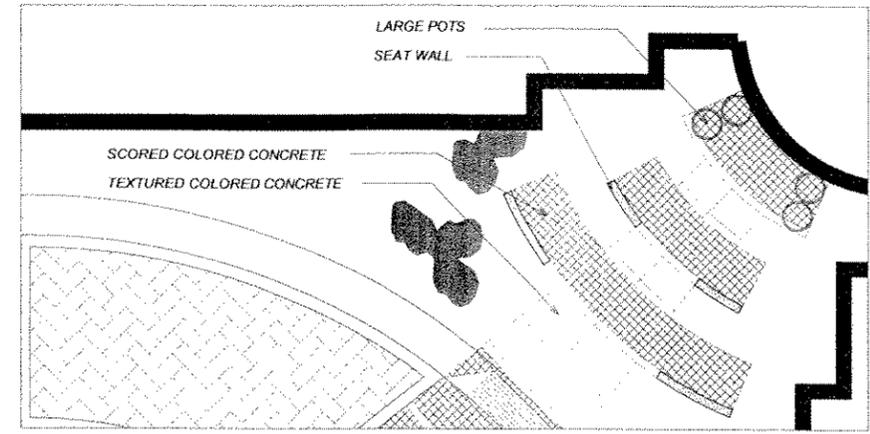
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DESIGN: HAL
CHECK: J.S.W.
As Noted
01-19-07

LA.01

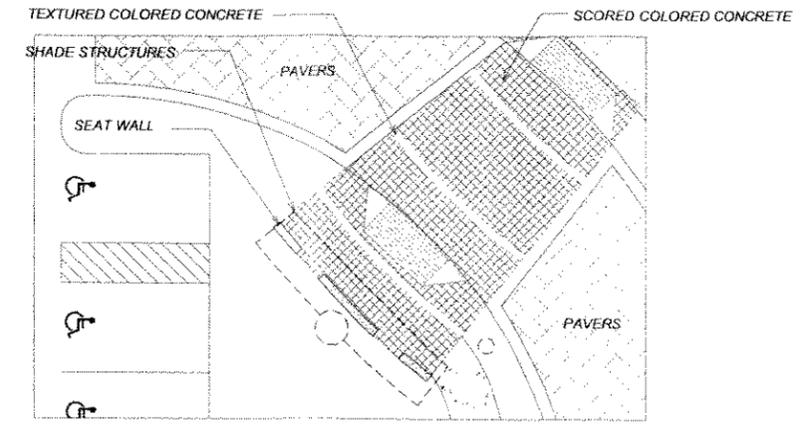




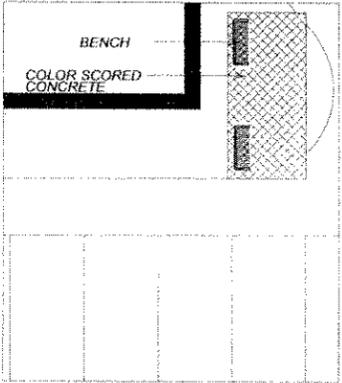
500 SQ FT PED. AREA @ HOTEL
 SCALE: 1"-10'-0"



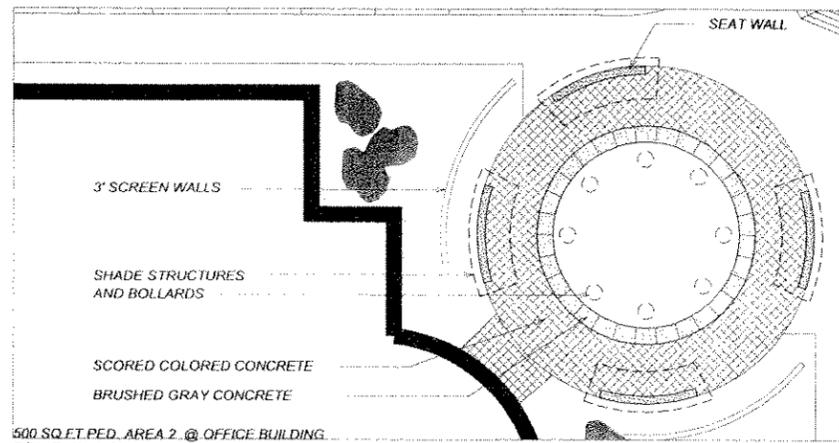
500 SQ FT PED. AREA 1 @ OFFICE BUILDING
 SCALE: 1"-10'-0"



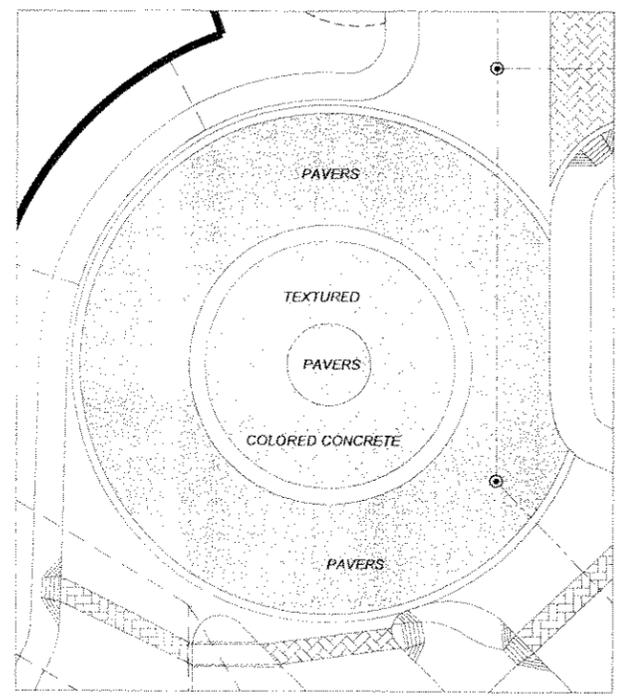
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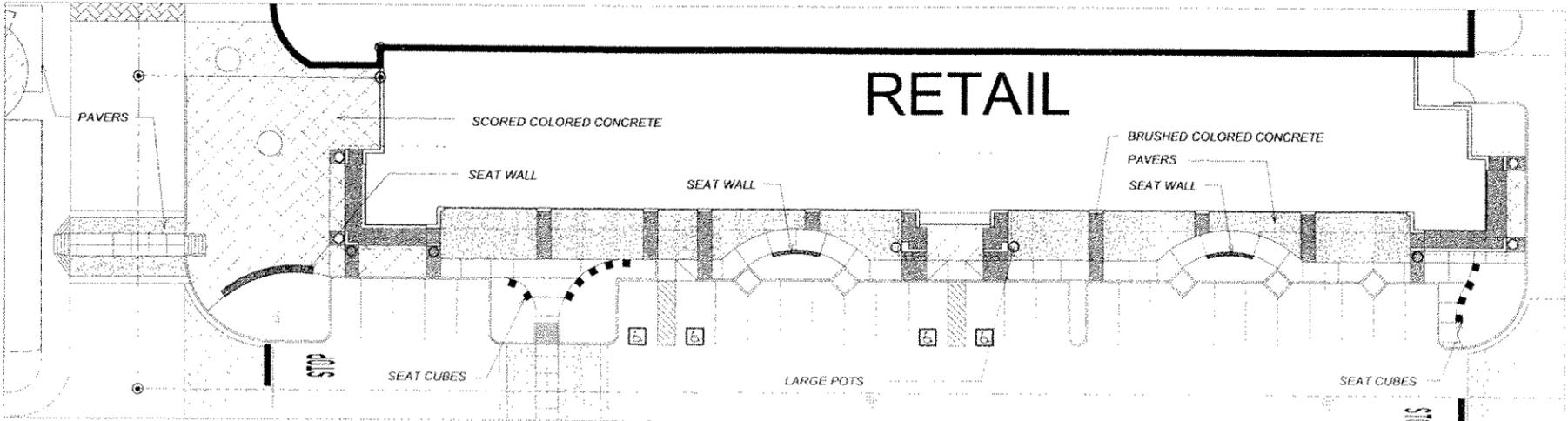
50 SQ FT PED. AREA @ HOTEL
 SCALE: 1"-10'-0"



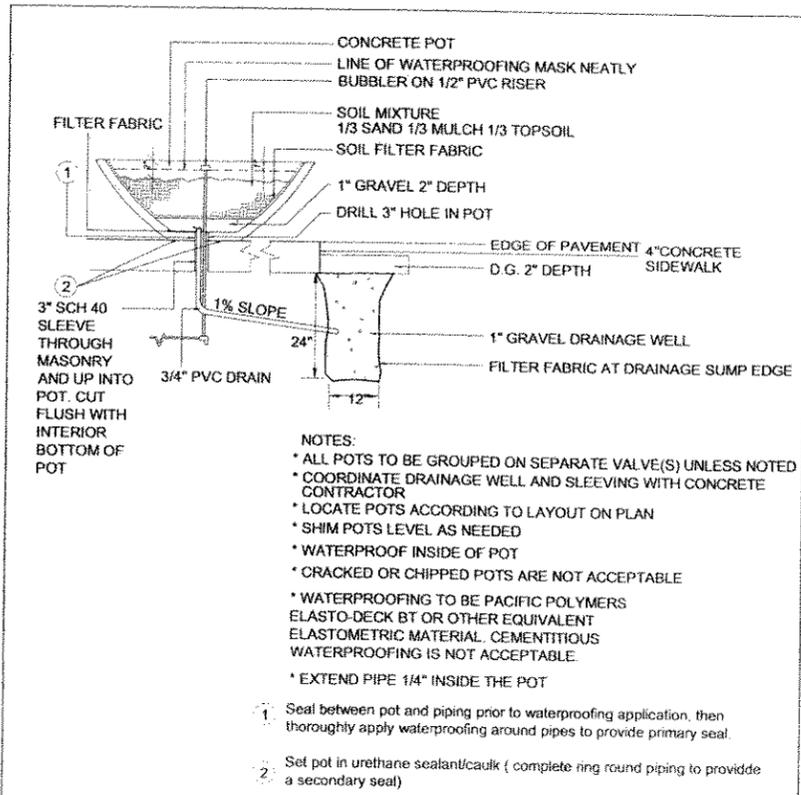
500 SQ FT PED. AREA 2 @ OFFICE BUILDING
 SCALE: 1"-10'-0"



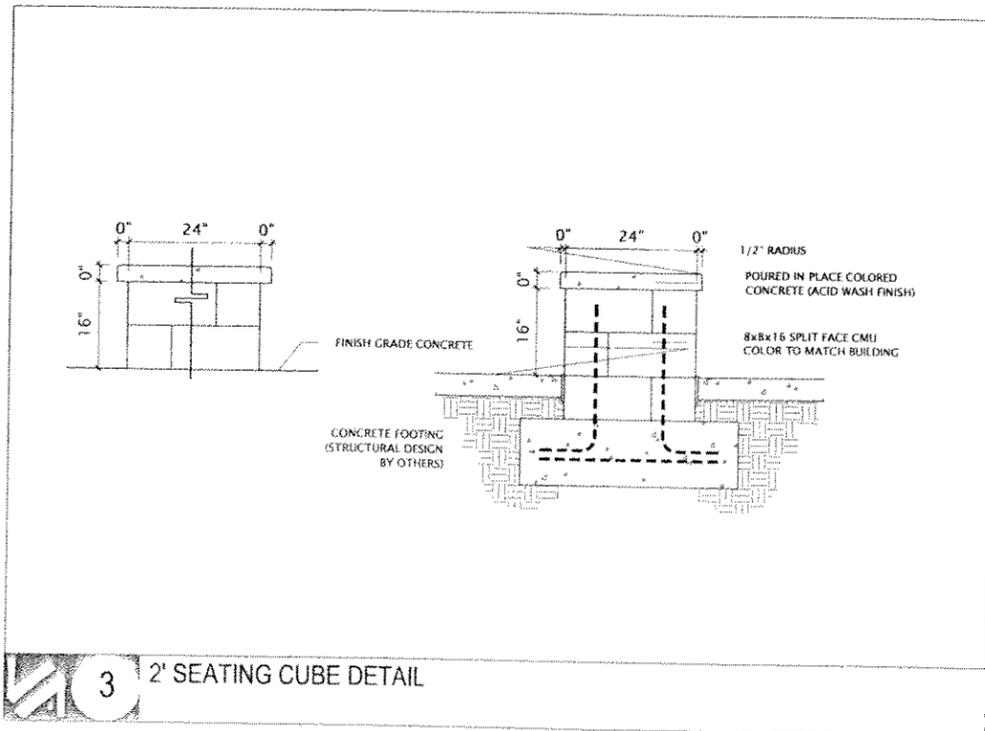
DRIVE ISLE HARDSCAPE FEATURE
 SCALE: 1"-20'-0"



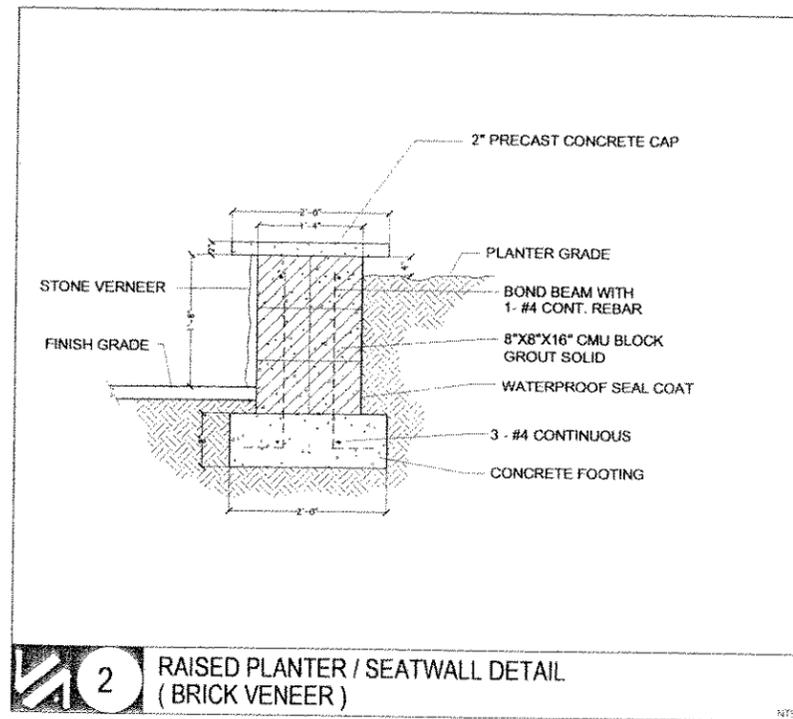
RETAIL PROVIDED PED. AREA
 SCALE: 1"-20'-0"



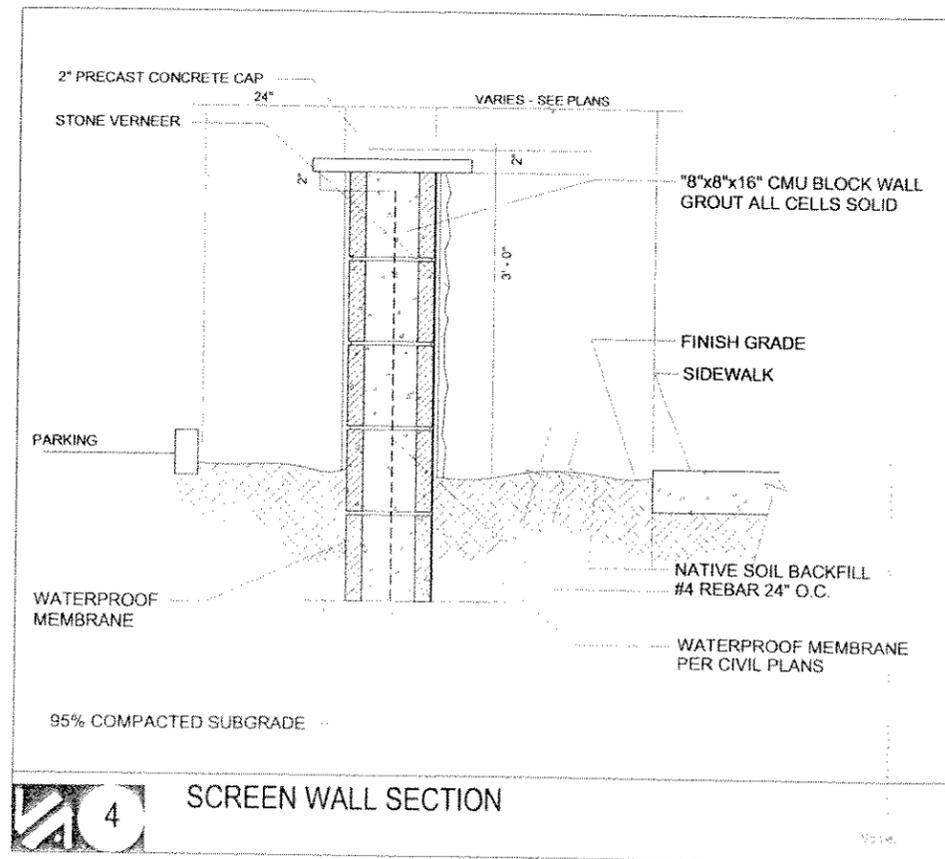
1 PLANTER POT PLANTING DETAIL (AT GRADE POT - DRAIN TO BUBBLER BOX OR DAYLIGHT)



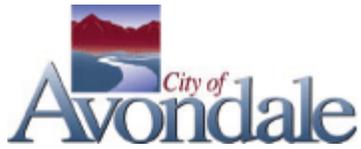
3 2' SEATING CUBE DETAIL



2 RAISED PLANTER / SEATWALL DETAIL (BRICK VENEER)



4 SCREEN WALL SECTION



CITY COUNCIL REPORT

SUBJECT:
Executive Session

MEETING DATE:
March 5, 2007

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

ATTACHMENTS:

[Click to download](#)

No Attachments Available