CITY COUNCIL AGENDA

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

REGULAR MEETING
July 2, 2007
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

a. Work Session of June 11, 2007
b. Work Session of June 18, 2007
c. Special Meeting of June 18, 2007
d. Regular Meeting of June 18, 2007

b. PURCHASE ORDER- 3D/ INTERNATIONAL, INC,- RECONSTRUCTION OF VIANNY APARTMENT DRIVEWAY

Staff is requesting that the City Council authorize a purchase order to 3D/International, Inc., through the Mohave Educational Services Cooperative in the amount of $96,075 for the reconstruction of three (3) driveways at Vianny Apartments, authorize the transfer of $32,195 from Street Fund Line Item No. 304-1129-00-8420, Van Buren at Dysart - Dual Left Design, to Street Fund Line Item No. 304-1007-00-8420, Street Drainage Projects, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE AND ASSOCIATES FOR THE ON-SITE SODIUM HYPOCHLORITE GENERATION

Staff is requesting that the City Council approve Amendment No. 2 to the Professional Services Agreement with Dibble and Associates Consulting Engineering, Inc. for additional engineering and construction management services associated with the On-Site Sodium Hypochlorite Generation Systems in an amount not to exceed $19,680 for a revised total contract amount of $144,590, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ANNEXATION AUTHORIZATION - WEST OF 107TH AVENUE NORTH AND SOUTH OF BROADWAY ROAD

Staff is requesting Council authorization to proceed with the annexation of 269.4 acres of land generally located at the southwest corner of 107th Avenue and Broadway Road.

e. CONTRIBUTIONS ASSISTANCE PROGRAM

Staff is requesting that the City Council approve the agency funding recommendations made by the Council Sub-committee for distribution of the $110,000 allocated to the Contributions Assistance Fund. The Council will take appropriate action.

f. PURCHASE OF AMCO WATER METERS FROM MOUNTAIN STATES PIPE AND SUPPLY

Staff is requesting that the City Council approve the purchase of AMCO water meters and Itron electronic meter reading equipment from Mountain States Pipe & Supply in an amount not to exceed $399,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 RESOLUTION 2661-707 - INTERGOVERNMENTAL AGREEMENT - REGIONAL FAMILY ADVOCACY CENTER

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 (FAC) to serve crime victims in these three cities. The Council will take appropriate action.

5 RESOLUTION 2659-707 - IMPLEMENTING MEASURES FOR THE MAG 2007 PM-10 PLAN

The Council will consider a resolution implementing nine measures in the MAG 2007 Five Percent Plan for PM-10 for the Maricopa nonattainment area. The Council will take appropriate action.

6 RESOLUTION 2660-707 - SETTING THE PROPERTY TAX LEVY - FISCAL YEAR 2007-2008

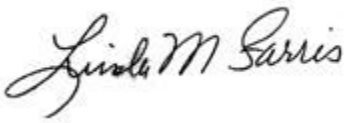
The Council will consider a resolution setting the Property Tax Levy for fiscal year 2007-2008 in the amount of $5,883,430. The Council will take appropriate action.

7 PUBLIC HEARING - DEL RIO RANCH 2 ANNEXATION

The Council will hold a public hearing regarding the proposed annexation of Assessor Parcel Numbers 500-40-007D, 500-40-007F, 500-40-005L and 500-40-004B located west of El Mirage Road between Buckeye and Lower Buckeye Roads.

8 ADJOURNMENT

Respectfully submitted,



Linda Farris, CMC
City Clerk

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

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

a. Work Session of June 11, 2007
b. Work Session of June 18, 2007
c. Special Meeting of June 18, 2007
d. Regular Meeting of June 18, 2007

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Purchase Order- 3D/ International, Inc,- Reconstruction of Vianny Apartment Driveway

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E.,Interim City Engineer (623)333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize a purchase order to 3D/International, Inc., through the Mohave Educational Services Cooperative in the amount of $96,075 for the reconstruction of three (3) driveways at Vianny Apartments, authorize the transfer of $32,195 from Street Fund Line Item No. 304-1129-00-8420, Van Buren at Dysart - Dual Left Design, to Street Fund Line Item No. 304-1007-00-8420, Street Drainage Projects, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The owners of the Vianny Apartments located between Third and Fourth Streets south of Harrison, notified the Engineering Department that their property was subject to flooding subsequent to the completion of the Sidewalk Improvement Project. Staff reviewed their complaint and determined that the driveways for the apartments were not constructed properly allowing the street drainage to enter the property. Staff consulted with Wood Patel and who provided design services and plans, at no cost to the City, to reconstruct these driveways preventing street drainage from entering the parking lot.

DISCUSSION:

Staff coordinated the selection of a general contractor via the Mohave Educational Services Cooperative with the Finance Department Procurement Office. The selected contractor, 3D/International, Inc., provided a scope of work and fee proposal to remove and replace the three (3) driveways at Vianny Apartments (attached).

BUDGETARY IMPACT:

The total cost of this project is $96,075, which includes a $4,575 owner's contingency to cover any unforeseen work items that were not summarized in the scope of work. Funding for this work is budgeted in Street Fund Line Item No. 304-1007-00-8420, Street Drainage Projects, in the amount of $63,880. Additional funds in the amount of $32,195 must be transferred from Street Fund Line Item No. 304-1129-00-8420, Van Buren at Dysart – Dual Left Design, to balance the project construction budget; resulting in a project construction budget of $96,075.

RECOMENDATION:

Staff recommends that the City Council authorize a purchase order to 3D/International, Inc., through the Mohave Educational Services Cooperative, in the amount of $96,075 for the reconstruction of three (3) driveways at Vianny Apartments, authorize the transfer of $32,195 from Street Fund Line Item No. 304-1129-00-8420, Van Buren at Dysart - Dual Left Design, to Street Fund Line Item No. 304-1007-00-8420, Street Drainage Projects, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Scope of Work
- Fee Proposal

"Scope of Work"
City of Avondale
(3) Driveways Replacement
750 S. 3rd Street
Avondale, AZ 85323

A. This scope of work includes:

Generally:

1. Generally the scope includes:
    a. The ROM budget and Scope of Work is based on the Wood/Patel drawing for South Avondale Driveway Improvement Plan & Profiles, dated 2/5/07.
    b. Removal and replacement of 3 driveways at the Vianney Villas Apartments located at 750 S. Third Street, Avondale, AZ 85323.
    c. It is anticipated that permits will be required for this project.

Specifically:

1. Provide traffic control barricades. No traffic control plan is included.
2. Dust Control Permits will be obtained, if required.
3. Water meter and construction water is included.
4. Saw cut and remove asphalt concrete per drawings.
5. Remove concrete driveway entrances and adjacent curbs and sidewalks.
6. Remove portion of existing chain link fence.
7. Install new chain link fence at re-graded sidewalks.
8. Haul off removed concrete, asphalt, and chain link material.
9. Provide layout and staking services.
10. Provide rough grading per drawings.
11. Compaction testing of the sub-grade and aggregate base course is not included.
12. Provide fine grading and compaction for concrete sidewalks, approaches, and asphalt pavement areas.
13. Aggregate base will be imported for the new grades.
14. Provide (3) concrete return type driveways with attached sidewalk per City of Phoenix Standard Detail P1243.

15. Install new concrete vertical curbs per MAG Standard Detail 222 Type “A.”
16. Install new concrete vertical curb terminations per MAG Standard Detail 222.
17. Concrete compressive strength testing is not included.
18. Install 2” asphalt concrete over 6” ABC per MAG Standard Specifications 710 and 702.
19. Existing decomposed granite will be removed and reinstalled at the new grade.
20. Repaint fire lane and parking striping that was removed.
21. All work will be performed during normal business hours.
22. Work will be completed in 2 mobilizations. The north driveway and half of the south driveway will be completed in one mobilization. The middle driveway and the other half of south driveway will be completed in a second mobilization.

B. SUPPLEMENTARY CONDITIONS PROPOSED TO APPLY WHEN CONTRACTED.

1. Performance and payment bonds will be provided for this project, unless specifically waived by your organization. In order to be waived, the total project cost must be lower than the current Arizona competitive bidding threshold.
2. All County, State taxes, Contractor’s liability and builders’ risk insurance is included. (Verification of applicable taxes is required).
3. Project billing includes progress payments.
4. There shall be no liquidated damages for schedule overruns. Once the work commences, the work shall proceed to completion in a continuous fashion of performance as the project and weather permit.
5. OWNER is responsible for paying all permit fees including sign permit fees if applicable.
6. This Scope of Work **excludes** the testing, removal and disposal of any hazardous materials contained on site. It will be assumed that OWNER has remediated all hazardous materials prior to the start of this Scope of Work. Costs for stopping work once commenced due to the presence and removal of any hazardous material will constitute a Change to this Scope of Work.
7. OWNER has not determined a project schedule at this time.
8. OWNER is responsible for all materials testing and code inspections.
9. OWNER is responsible to provide temporary electric service for construction purposes from the beginning of the site work and up to substantial completion.
10. 3D/I will receive from OWNER any “as-built” drawings representing the site utilities and buildings that are relevant to the work. These “as-built” drawings shall provide the appropriate and complete information for 3D/I to establish proper baseline layout of the elements as described in the description of the work.
11. Submittals: 3D/I shall coordinate with OWNER and in agreement with a pre-determined schedule, submit minimum materials, product data and samples for OWNER review and acceptance. Any submittals requiring OWNER review and acceptance shall be returned to 3D/I within 7 days of submittal. Failure to return reviewed submittals within 7 days may constitute additional delays and cost impacts to be paid by OWNER.

12. RFIs: 3D/I may from time to time, submit requests for information to perform the contract work. OWNER review and response shall be within 3 days. Failure to respond to the RFI within the 3 day period may constitute additional delays and cost impacts to be paid by OWNER.

OWNER Comments:

_____

_____

_____

OWNER Approval:

_____

NAME, TITLE

_____

Date

Please fax or return to Mitchell Mastrin, AIA

Fax: (602) 778-4444

Email: mitchell.mastrin@parsons.com

3D/International, Inc.

2111 East Highland Avenue, Suite 402B • Phoenix, AZ 85016 • (602) 778-4400 • Fax (602) 778-4444 • www.parsons.com
B-01 ROC145813 • A ROC167500 • B ROC198465

June 15, 2007

Chris Hamilton

Project Manager

City of Avondale

11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

Re: Driveways Replacement

750 S. 3rd Street

Avondale, AZ 85323

Dear Chris:

Per your request, 3D/I is pleased to present its Rough Order of Magnitude (ROM) budget verification for providing all labor, materials, and equipment necessary to complete the aforementioned project.

Our ROM for this scope of work will be:

Ninety-one Thousand Five Hundred Dollars and 00/100 ($91,500.00) +/- 5%.

Please find our attached Scope of Work which details the scope included in our ROM budget. If this scope and ROM is acceptable to you we will move forward with a formal proposal and detailed estimate.

This ROM budget includes all applicable sales taxes, Mohave Administration fee and performance and payment bonds.

This ROM budget does not include design, plans, permits or any work not specifically stated in the Scope of Work.

We look forward to working with you and are prepared to proceed on this project immediately.

This pricing quotation is valid for 30 calendar days from the date it is authored.

Thank you for the opportunity.

Sincerely,

Mitchell D. Mastrin, AIA

JOC Program Manager

602.778.4427

mitchell.mastrin@parsons.com

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 2 to the Professional Services agreement with Dibble and Associates for the On-Site Sodium Hypochlorite Generation

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Daniel Davis, Acting Water Resources Director (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 2 to the Professional Services Agreement with Dibble and Associates Consulting Engineering, Inc. for additional engineering and construction management services associated with the On-Site Sodium Hypochlorite Generation Systems in an amount not to exceed $19,680 for a revised total contract amount of $144,590, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On May 3, 2004 the City Council awarded a contract to Dibble and Associates (Dibble) to provide design and construction management services to replace the existing Calcium Hypochlorite tablet disinfection systems with On-site Sodium Hypochlorite Generation Systems at the Rancho Santa Fe Booster Station.
City Council approved amendment No. 1 to this agreement on December 19, 2005. This amendment addressed stipulations provided by Maricopa County Environmental Services Division (MCESD) in the Approval to Construct (ATC) permit, which required a Reservoir Management System (RMS) at each facility. A RMS directly monitors residual chlorine levels within the storage reservoir. It introduces chlorine solution directly into the reservoir to maintain a consistent residual throughout the storage reservoir. Although the installation of a RMS is not required by Federal or State regulations, MCESD believes future rule modifications will require the installation of RMS as part of the Groundwater Disinfection Rule. MCESD's requirement was not anticipated by either City or the Consultant.

DISCUSSION:

During the course of construction of the on-site Sodium Hypochlorite Generation System, staff discovered extensive corrosion in the vicinity of the roof vent on the west storage reservoir at the Rancho Santa Fe Booster Station. The inspection also revealed that portions of the west reservoir's interior protective coating were in the early stages of breakdown. It was necessary to repair the corrosion damage and coating now to prevent greater damage to the steel reservoir.
During the plan review process the Building Department required modifications to the building cooling system and the addition of an emergency eyewash/shower. These additional items are outside of the original scope of services of the Professional Services Agreement. Amendment #2 to the Professional Service Agreement for Dibble and Associates in the amount of $19,680.00 provides engineering and construction management services for these additional scope items.

BUDGETARY IMPACT:

Funding for Amendment No. 2 is available in the Capital Improvement Budget (514-1086-00-8520 – Well Head Treatment).

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Dibble and Associates Consulting Engineering, Inc. for additional engineering and construction management services associated with the On-Site Sodium Hypochlorite Generation Systems in an amount not to exceed $19,680 for a revised total contract amount of $144,590, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of July 2, 2007, between the City of Avondale, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and Consultant entered into that certain Professional Services Agreement dated May 3, 2004, as amended by that certain First Amendment to Professional Services Agreement dated as of December 12, 2005 (as amended, the "Agreement") to provide professional services in connection with the City's On-site Sodium Hypochlorite Generation – Reservoir Management System Project (the "Project").

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

C. The City and the Consultant desire to enter into this Second Amendment to provide for the Additional 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 to amend the Agreement as follows:

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

2. Compensation. The City shall pay the Consultant an amount not to exceed $19,680.00 for the Additional Services.

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona 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 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
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Scope of Work]

See following pages.

DIBBLE & ASSOCIATES
CONSULTING ENGINEERS
Since 1962

7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4660
Tel. (602) 957-1155
Fax (602) 957-2838
www.dibblecorp.com

CIVIL ENGINEERING ■ Transportation ■ Airports ■ Drainage/Flood Control ■ Water Resources ■ Land Development ■ Surveying

January 2, 2007

Steve Ruppenthal
Water Resources Department
City of Avondale
399 E. Lower Buckeye Road
Avondale, AZ 85323

Re: Onsite Sodium Hypochlorite Generation System - Rancho Santa Fe Booster Pump Station
Proposed Contract Amendment No. 2

Dear Mr. Ruppenthal:

As you are aware, construction activities associated with the reservoir rehabilitation and Onsite Sodium Hypochlorite Generation System have extended beyond the contract completion date and have included multiple revisions to the construction scope. Dibble & Associates and Oridian Construction Services have continued with comprehensive construction support tasks for the City as construction has continued and currently nears completion. We are aware of construction delays and scope additions that include the following:

- Contractor's schedule delays (currently greater than 120 days beyond the original completion date)
- Revision from interior coating system repair to full coating system replacement on west reservoir
- Coordination of plan revision from evaporative cooling system to air conditioning system (including coordination of support system fabrication by City forces and structural design of support system as required by City Building Department)
- Addition of an emergency eyewash and shower

Based on the additional efforts associated with the scope additions contractor's delays, we respectfully request a contract amendment in the amount of $19,680. The tasks and manhours associated with this fee are derived on the attached Staff – Task / Hour Matrix. You will note that the fee has been divided based on services in support of the extended schedule and services in support of changes in project scope. The schedule changes are based on substantial completion being issued December 27, 2006.

Summary of contract to date:

Design Phase Fee:	$ 44,285
Construction Phase Fee:	$ 24,270
Contract Amendment No. 1:	$ 56,355
Proposed Contract Amendment No. 2:	$ 19,680
Total	$144,590

We appreciate you consideration of this matter, should you have any questions regarding this information, please don't hesitate to contact me.

Sincerely,

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC

Jason R. Fort, PE
Project Engineer

CITY OF AVONDALE, ARIZONA
ONSITE CHLORINE GENERATION SYSTEMS
DIBBLE PROJECT NO. 10-0423

CONTRACT AMENDMENT No. 2

January 2, 2007

STAFF-TASK/HOUR MATRIX

		TASK	PROJ MGR	ORIDIAN PROJ MGR	PROJ ENGR	ASST ENGR	CAD TECH	ORIDIAN FLD INSP	ADMIN ASST	MH TOTAL	COST
A.		ADDITIONAL CONSTRUCTION SERVICES - CONTRACTOR SCHEDULE	0	56	12	0	0	76	0	144	$12,460.00
	1	Construction Progress Meetings (Bi-Weekly)		24	8			24		56	$5,040.00
	2	Construction Inspection		16				36		52	$4,200.00
	3	Contractor Schedule Coordination		16	4			16		36	$3,220.00
B.		ADDITIONAL CONSTRUCTION SERVICES - SCOPE CHANGES	0	28	10	0	2	44	0	84	$7,220.00
	1	Coating System Revisions		16	4			24		44	$3,780.00
	2	Air Conditioning System Revision		8	4			12		24	$2,100.00
	2	Emergency Eyewash / Shower		4	2		2	8		16	$1,340.00
		TOTAL	0	84	22	0	2	120	0	228	$19,680.00
		Staff Utilization	0.00%	36.84%	9.65%	0.00%	0.88%	52.63%	0.00%		
		Billable Rates	@ $115.00	@ $105.00	@ $105.00	@ $85.00	@ $75.00	@ $70.00	@ $45.00	$86.32	

OUTSIDE SERVICES

TOTAL OUTSIDE SERVICES = $0

TOTAL OUTSIDE SERVICES $0

TOTAL FEES $19,680

CITY COUNCIL REPORT

SUBJECT:
Annexation Authorization - West of 107th Avenue north and south of Broadway Road

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Carmen Martinez, Deputy City Clerk (623)333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting Council authorization to proceed with the annexation of 269.4 acres of land generally located at the southwest corner of 107th Avenue and Broadway Road.

BACKGROUND:

Staff has received a request from Matt Butcher of Evergreen Communities, LLC for the annexation of 269.4 acres of land generally located at the southwest corner of 107th Avneue and Broadway Road.

The property is contiguous to existing city limits on three sides, is currently zoned Rural-43 by Maricopa County and will be designated AG (Agriculture) upon annexation. However, following the annexation, staff will process an application to rezone the property to PAD (Planned Area Development) for development of the Hillcrest Development, a master planned community. The annexation will reduce a county island.

Upon Council approval to proceed with the annexation and receipt of utility information from the Department of Revenue, staff will initiate the annexation process which will include the filing of a blank annexation petition at the county recorder's office, scheduling, posting and holding a public hearing within 30 days of filing the blank petition to discuss the annexation proposal, filing the completed annexation petition at the county recorder's office, and adoption by the City Council of the annexation ordinance. The annexation process will take approximately 90 to 120 days.

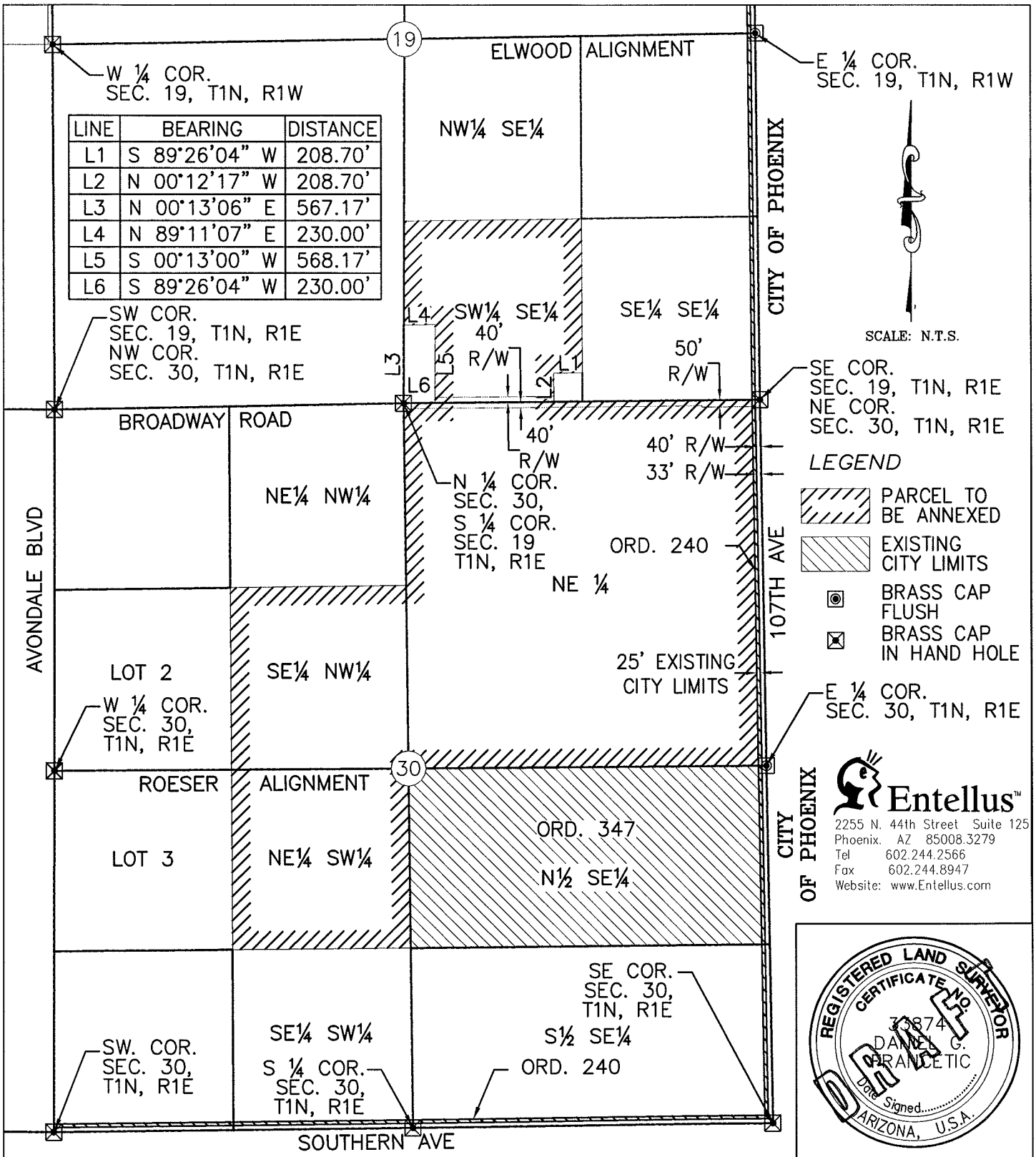
RECOMENDATION:

Staff recommends that the City Council authorize the City Clerk to proceed with the annexation process.

ATTACHMENTS:

Click to download

- Map and legal description
- Annexation request



LINE	BEARING	DISTANCE
L1	S 89°26'04" W	208.70'
L2	N 00°12'17" W	208.70'
L3	N 00°13'06" E	567.17'
L4	N 89°11'07" E	230.00'
L5	S 00°13'00" W	568.17'
L6	S 89°26'04" W	230.00'

Entellus™
2255 N. 44th Street Suite 125
Phoenix, AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33874
DANIEL G. FRANCETIC
Date Signed.....
ARIZONA, U.S.A.

HILLCREST ANNEXATION

CITY OF AVONDALE, ARIZONA

WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO.

MAYOR _____, DATE _____.

CLERK _____, DATE _____.

CITY OF AVONDALE, ARIZONA	
SECTIONS 19 & 30	
T1N, R1E, G. & S.R.B. & M.	
ANNEXATION EXHIBIT	
DATE: 6/15/07	REV'D: __/__/__
DRAWN BY: DG CHK'D: DF	PG: 1 OF 1
FILE: P\SS\APROJ\435011 PH3 HILLCREST	

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

Those portions of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The Southeast Quarter of the Northwest Quarter of said Section 30.

The Northeast Quarter of the Southwest Quarter of said Section 30.

The Northeast Quarter of said Section 30;

EXCEPT the East 58.00 feet of said Northeast Quarter.

DRAFT
6/14/07

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

That portion of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

The Southwest Quarter of the Southeast Quarter of said Section;

EXCEPT the South 208.70 feet of the East 208.70 feet of said Southwest Quarter of the Southeast Quarter;

And also EXCEPT the following described parcel:

> BEGINNING at the Maricopa County Engineering Department brass cap found in a hand hole at the South Quarter Corner of said Section, from which the Maricopa County Engineering Department brass cap found in a hand hole at the Southeast Corner of said Section bears North 89 degrees 26 minutes 04 seconds East a distance of 2599.39 feet as shown on "Record of PLSS Subdivision" as found in Book 686 of Maps, Page 43 of the Maricopa County Recorder;
>
> Thence along the West line of said Southeast Quarter, North 00 degrees 13 minutes 06 seconds East a distance of 567.174 feet to a rebar found with cap (RLS 28739) at the Northwest Corner of property as shown on survey recorded in Book 885 of Maps, Page 23 of the Maricopa County Recorder;
>
> Thence along the North line of said property, North 89 degrees 11 minutes 07 seconds East a distance of 230.00 feet to a rebar found with cap (RLS 15336) at the Northeast Corner of said property;
>
> Thence South 00 degrees 13 minutes 00 seconds West a distance of 568.174 feet to a point on the South line of said Southeast Quarter;
>
> Thence along said South line, South 89 degrees 26 minutes 04 seconds West a distance of 230.00 feet to the POINT OF BEGINNING.

DRAFT
6/14/07

EVERGREEN
REAL ESTATE DEVELOPMENT

2390 E Camelback Rd. Suite 410 - Phoenix, Arizona 85016 - P 602.808.8600 - F 602.808.9100
200 N Maryland Ave. Suite 201 - Glendale, California 91206 - P 818.240.8727 - F: 818.240.1823

August 11, 2006

Via Hand Delivery

Ms. Linda Farris
Avondale City Clerk
11465 W Civic Center Drive
Avondale, AZ 85323

Re: Request to Annex Property – Proposed Hillcrest Development Project Parcels: 101-24-009A, 101-24-007, 101-24-001C, 101-42-006D, 101-42-006C, 101-43-001, 101-42-005C, 101-42-003J, 101-42-003U, 101-42-003K, 101-42-003Q, 101-42-002B, 101-42-002A, 101-42-004B, 101-42-004H, 101-42-004G

Dear Ms. Farris:

Please accept this letter as our formal request to initiate annexation proceedings for the property described in the legal descriptions included with this letter. Also included with this letter is an aerial map indicating the parcel numbers and location of this property, letters from all of the property owners authorizing Evergreen to pursue the annexation of this property into the City of Avondale, and the submittal fee of $4,000.

We would like to conclude the annexation of this property at the earliest possible time in order to be able to proceed with our rezoning application. In the event that this application is incomplete or you require any additional information please contact me immediately.

Thank you for your time and consideration and we look forward to working with you during this process.

Sincerely,

Matt Butcher

Matt Butcher
Evergreen Communities, LLC

Enclosure: As stated
cc: Edwin C. Bull
Ricki L. Horowitz

TOBIN REMAINING 80 ACRES
ANNEXATION LEGAL DESCRIPTION

Parcel A:

That portion GLO Lot 1 in the Northwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole accepted as the northwest corner of said section, from which a brass cap in hand hole accepted as the west quarter corner thereof bears South 00 degrees 08 minutes 28 seconds East, a distance of 2620.21 feet;

Thence South 00 degrees 08 minutes 28 seconds East, along the west line of said Northwest quarter, a distance of 1310.31 feet to the south line of the Northwest quarter of the Northwest quarter also being the southwest corner of GLO Lot 1 in said section;

Thence along said south line North 89 degrees 01 minutes 54 seconds East, a distance of 99.01 feet to the **POINT OF BEGINNING:**

Thence North 00 degrees 08 minutes 28 seconds West a distance of 16.50 feet;

Thence North 89 degrees 01 minutes 54 seconds East a distance of 1159.84 feet to the east line of the Northwest quarter of the Northwest quarter, also being the east line of said lot;

Thence South 00 degrees 35 minutes 16 seconds East along said east line, a distance of 16.50 feet to the southeast corner of the Northwest quarter of the Northwest quarter and the southeast corner of said lot;

Thence along the south line of said Northwest quarter of the Northwest quarter and said lot, South 89 degrees 01 minutes 54 seconds West, a distance of 1159.97 feet to the **POINT OF BEGINNING.**

Parcel B:

That portion of the Southeast quarter of the Northwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole accepted as the northwest corner of said section from which a brass cap in hand hole accepted as the west quarter corner thereof bears South 00 degrees 08 minutes 28 seconds East a distance of 2620.61 feet;

Thence along the west line of said Northwest quarter, South 00 degrees 08 minutes 28 seconds East, a distance of 1310.31 feet to the south line of the Northwest quarter of the Northwest quarter;

Thence along the south line of said Northwest quarter of the Northwest quarter North 89 degrees 01 minutes 54 seconds East, a distance of 1258.98 feet to the southeast corner thereof and the **POINT OF BEGINNING**.

Thence along the north line of the Southeast quarter of the Northwest quarter, North 89 degrees 01 minutes 54 seconds East, a distance of 1303.45 feet to the north-south mid-section line of said Section 30;

Thence along said north-south mid-section line South 00 degrees 56 minutes 08 seconds East, a distance of 1174.60 feet to the north line of the south 150.00 feet of the Southeast quarter of the Northwest quarter;

Thence along said north line South 89 degrees 21 minutes 06 seconds West, a distance of 1310.55 feet to the west line of said Southeast quarter of the Northwest quarter;

Thence along said west line, North 00 degrees 35 minutes 16 seconds West, a distance of 1167.29 feet to the northwest corner of said Southeast quarter of the Northwest quarter to the **POINT OF BEGINNING**.

Parcel C:

The Northeast quarter of the Southwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a brass cap in hand hole accepted as the west quarter corner of said section, from which a brass cap in hand hole for the northwest corner thereof bears North 00 degrees 08 minutes 28 seconds West a distance of 2620.61 feet;

Thence North 89 degrees 21 minutes 06 seconds East, along the east-west mid-section line of said section, a distance of 1269.17 feet to the northeast corner of GLO Lot 3, also known as the Northwest quarter of the Southwest quarter of said section, and the **POINT OF BEGINNING**;

Thence continuing along said east-west mid-section line, North 89 degrees 21 minutes 06 seconds East a distance of 1311.46 feet to the east line of the Northeast quarter of the Southwest quarter;

Thence along said east line South 00 degrees 56 minutes 08 seconds East, a distance of 1304.33 feet to the south line of said Northeast quarter of the Southwest quarter;

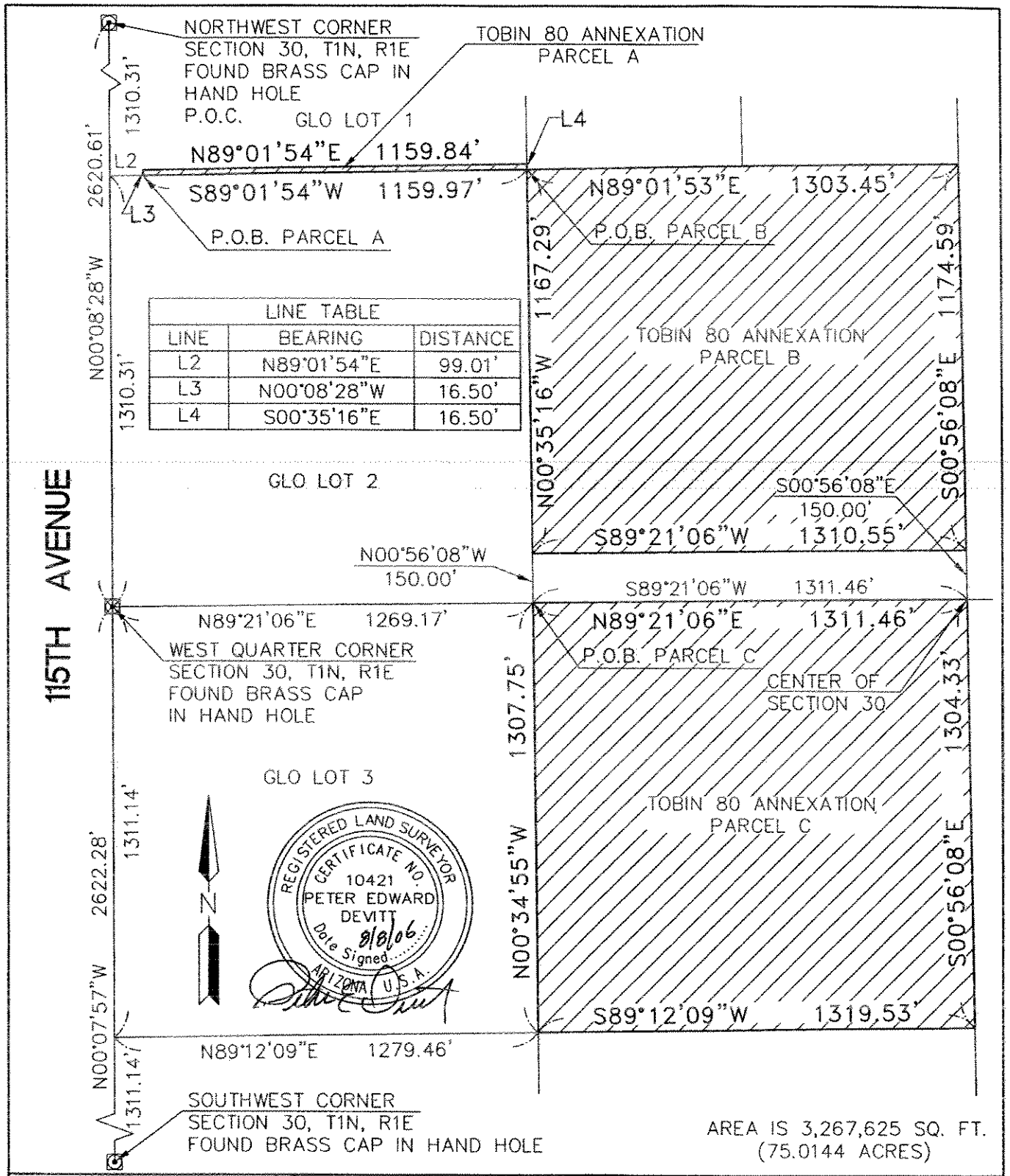
Thence South 89 degrees 12 minutes 09 seconds West, along said south line, a distance of 1319.53 feet to the east line of said GLO Lot 3 and the west line of said Northeast quarter of the Southwest quarter;

Thence North 00 degrees 34 minutes 55 seconds West, along said west line, a distance of 1307.75 feet to the **POINT OF BEGINNING**.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division restrictions.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, Arizona 85020
Project No. 6966
July 28, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/1/06
ARIZONA U.S.A.



LINE TABLE

LINE	BEARING	DISTANCE
L2	N89°01'54"E	99.01'
L3	N00°08'28"W	16.50'
L4	S00°35'16"E	16.50'

CMX PROJ.	6966
DATE:	08/02/06
SCALE:	N.T.S.
DRAWN BY:	CJP
CHECKED BY:	PED

TOBIN 80 PROPERTY ANNEXATION
BROADWAY ROAD & 115TH AVENUE
MARICOPA COUNTY, ARIZONA

EXHIBIT "A"

7740 N. 16TH ST. STE.100
PHOENIX, AZ 85020
PH (602) 567-1900
FAX (602) 567-1901
www.cmxinc.com
CMX

X:\6900\6966\Exhibits\Legals\TOBIN-80-ANNEX-WITH-ACCESS-ROAD.dwg 08-08-2006 - 10:52am

EVERGREEN COMMUNITIES
SOUMAN PROPERTY
LEGAL DESCRIPTION

That portion of GLO Lot 2 also known as the Southwest Quarter of the Northwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap in hand hole accepted as the west quarter corner of said section, from which a brass cap in hand hole accepted as the northwest corner thereof bears North 00 degrees 08 minutes 28 seconds West, a distance of 2620.61 feet;

Thence along the west Line of said section, North 00 degrees 08 minutes 28 seconds West, a distance of 304.31 feet to the north line of the south 304.30 feet of said Southwest quarter of the Northwest quarter;

Thence along said north line, North 89 degrees 21 minutes 06 seconds East a distance of 99.00 feet to the east line of the west 99.00 feet of said Southwest quarter of the Northwest quarter, said point being the **POINT OF BEGINNING**;

Thence along said east line, North 00 degrees 08 minutes 28 seconds West, a distance of 330.01;

Thence leaving said east line, North 89 degrees 21 minutes 06 seconds East a distance of 660.03 feet to the east line of the west 759.00 feet of said Southwest quarter of the Northwest quarter;

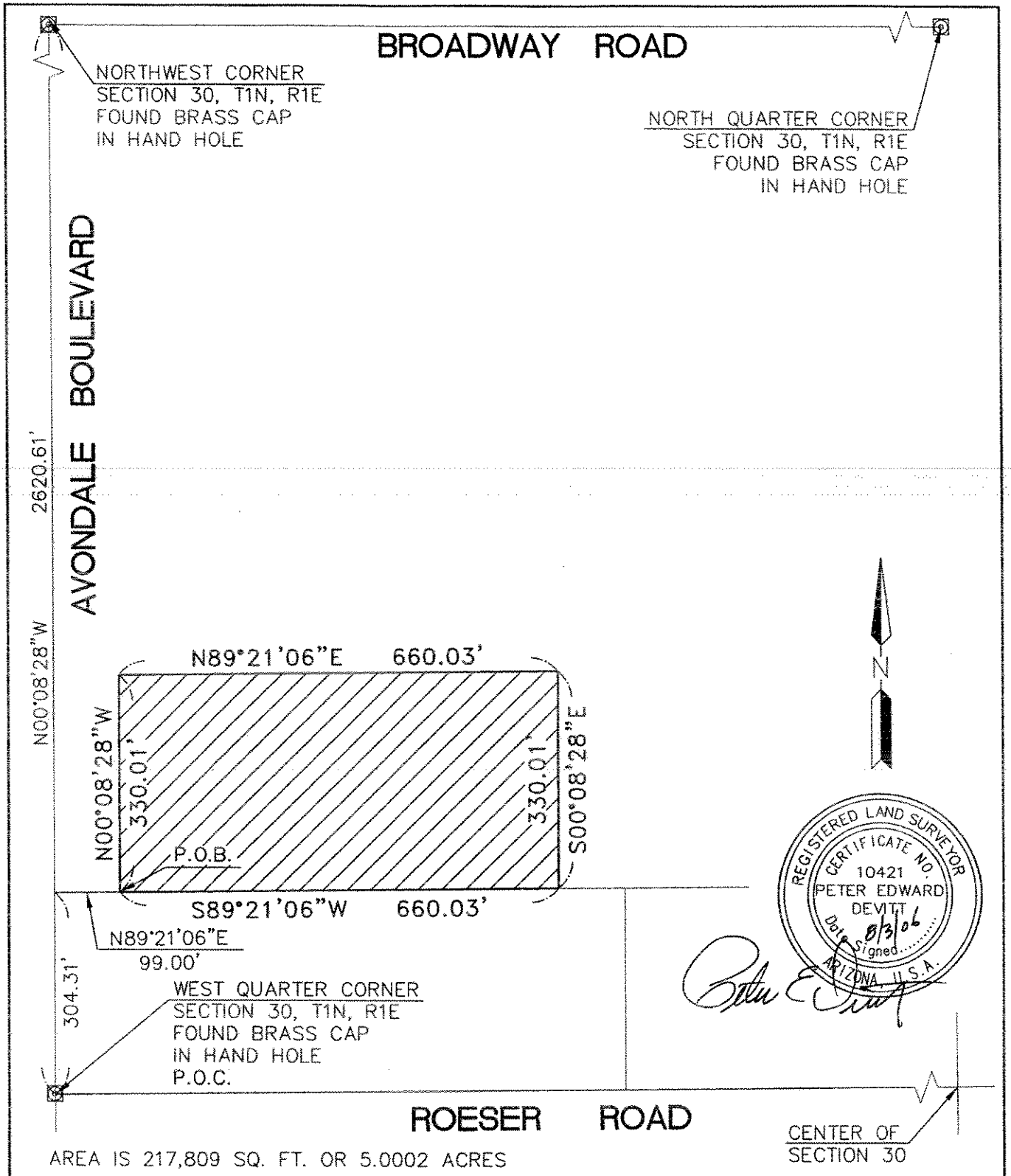
Thence along said east line, South 00 degrees 08 minutes 28 seconds East a distance of 330.01 feet to the north line of the south 304.30 feet of said Southwest quarter of the Northwest quarter;

Thence along said north line, South 89 degrees 21 minutes 06 seconds West a distance of 660.03 feet to **POINT OF BEGINNING**.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6976
July 26, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/1/06
ARIZONA, U.S.A.



AREA IS 217,809 SQ. FT. OR 5.0002 ACRES

CMX PROJ.	6976	SOUMAN ANNEXATION	7740 N. 16TH ST. STE.100
DATE:	08/02/06	AVONDALE BLVD. AND ROESER RD	PHOENIX, AZ 85020
SCALE:	NTS	MARICOPA COUNTY, ARIZONA	PH (602) 567-1900
DRAWN BY:	CJP	EXHIBIT "A"	FAX (602) 567-1901
CHECKED BY:	PED		www.cmxinc.com

U:\6900\6976\Exhibits\Legals\6976 SOUMAN PROPERTY REV1.dwg 08-03-2006 - 9:32am

CMX

ROGERS PROPERTY ANNEXATION
LEGAL DESCRIPTION

A portion of the Southeast quarter of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in hand hole accepted as the south quarter corner of said section from which a brass cap in hand hole accepted as the southeast corner thereof bears North 89 degrees 12 minutes 39 seconds East, a distance of 2599.41 feet;

Thence along the south line of said Southeast quarter, North 89 degrees 12 minutes 39 seconds East, a distance of 230.00 feet to the **POINT OF BEGINNING**;

Thence North 00 degrees 00 minutes 28 seconds West a distance of 568.17 feet;

Thence South 88 degrees 57 minutes 42 seconds West a distance of 230.00 feet to the west line of said Southeast quarter;

Thence North 00 degrees 00 minutes 22 seconds West, along said west line, a distance of 29.20 feet;

Thence, leaving said west line, North 89 degrees 59 minutes 38 seconds East a distance of 4.41 feet;

Thence North 00 degrees 30 minutes 04 seconds East a distance of 387.66 feet;

Thence South 87 degrees 12 minutes 10 seconds West a distance of 7.86 feet to the west line of said Southeast quarter;

Thence North 00 degrees 00 minutes 22 seconds West, along said west line, a distance of 335.02 feet to the north line of the Southwest quarter of the Southeast quarter of said section;

Thence along said north line, North 89 degrees 01 minutes 43 seconds East a distance of 1289.98 feet to the northeast corner of said Southwest quarter of the Southeast quarter;

Thence along the easterly line thereof, South 00 degrees 25 minutes 49 seconds East a distance of 1113.96 feet;

Thence South 89 degrees 12 minutes 39 seconds West a distance of 22.20 feet;

Thence North 01 degrees 05 minutes 00 seconds West a distance of 51.20 feet;

Thence South 87 degrees 21 minutes 04 seconds West a distance of 207.28 feet;

Thence South 00 degrees 41 minutes 27 minutes East a distance of 213.17 feet;

Thence North 88 degrees 59 minutes 29 seconds East a distance of 20.23 feet;

Thence South 00 degrees 25 minutes 49 seconds East a distance of 40.00 feet to the south line of said Southeast quarter;

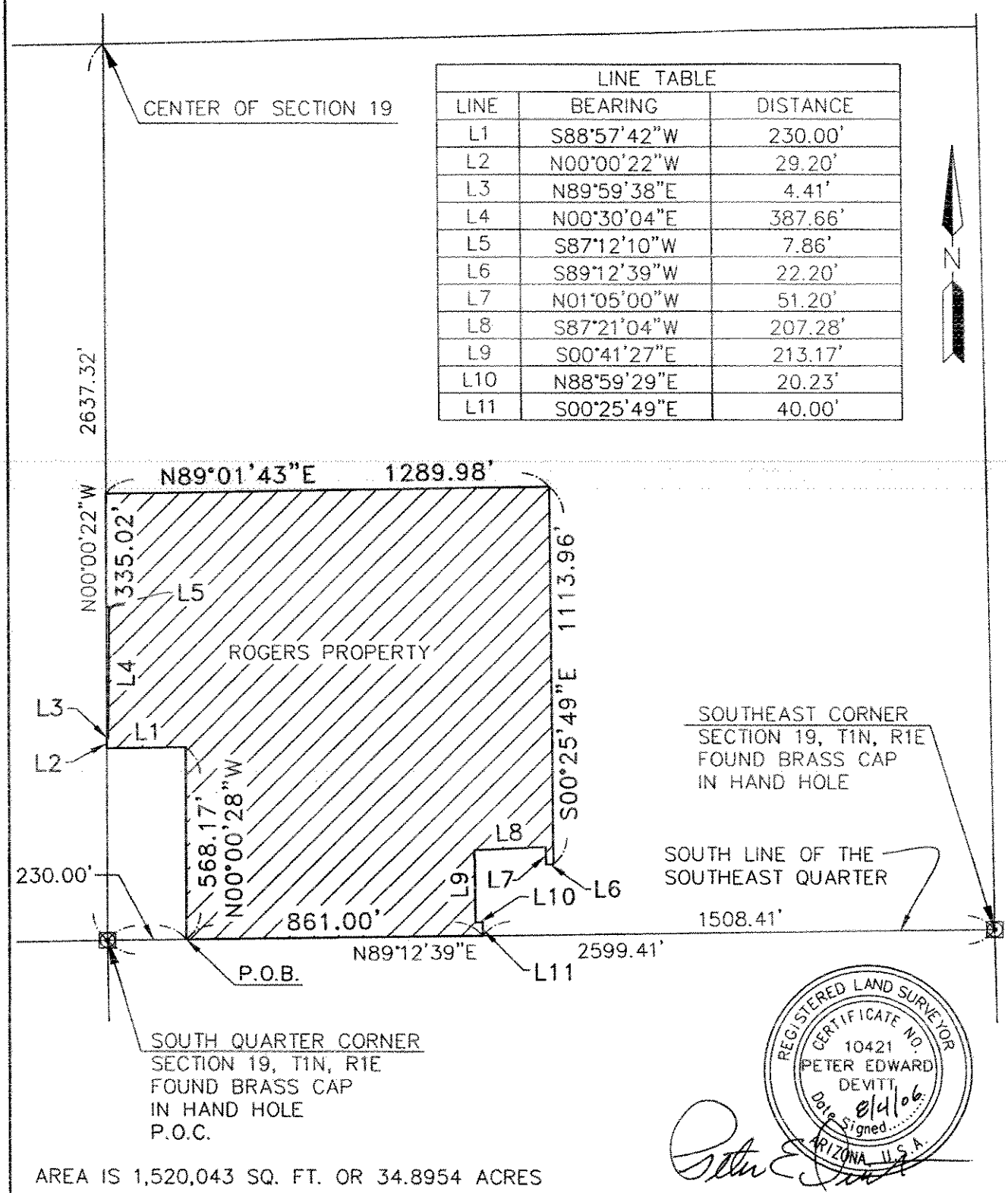
Thence along said south line, South 89 degrees 12 minutes 39 seconds West, a distance of 861.00 feet to the **POINT OF BEGINNING**.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, Arizona 85020
Project No. 6966
August 1, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/1/06
ARIZONA U.S.A.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°57'42"W	230.00'
L2	N00°00'22"W	29.20'
L3	N89°59'38"E	4.41'
L4	N00°30'04"E	387.66'
L5	S87°12'10"W	7.86'
L6	S89°12'39"W	22.20'
L7	N01°05'00"W	51.20'
L8	S87°21'04"W	207.28'
L9	S00°41'27"E	213.17'
L10	N88°59'29"E	20.23'
L11	S00°25'49"E	40.00'



AREA IS 1,520,043 SQ. FT. OR 34.8954 ACRES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/4/06
ARIZONA, U.S.A.

CMX PROJ. 6966	ROGERS PROPERTY ANNEXATION	7740 N. 16TH ST. STE.100
DATE: 08/02/06	107TH AVENUE & BROADWAY ROAD	PHOENIX, AZ 85020
SCALE: N.T.S.	MARICOPA COUNTY, ARIZONA	PH (602) 567-1900
DRAWN BY: CJP	EXHIBIT "A"	FAX (602) 567-1901
CHECKED BY: PED		www.cmxinc.com

X:\6900\6966\Exhibits\Legals\ROGERS-ANNEX.dwg 08-04-2006 - 9:19am

CMX

ODLE PROPERTY ANNEXATION
LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a brass cap in hand hole accepted as the northeast corner of said section, from which a brass cap in hand hole accepted as the north quarter corner thereof bears South 89 degrees 12 minutes 39 seconds West, a distance 2599.41 feet;

Thence along the east line of said Northeast quarter, South 01 degrees 08 minutes 51 seconds East, a distance of 2505.66 feet to the north line of the south 150.00 feet of said Northeast quarter;

Thence along said north line, South 89 degrees 21 minutes 06 seconds West, a distance of 2608.70 feet to the west line of said Northeast quarter;

Thence along said west line, North 00 degrees 56 minutes 08 seconds West, a distance of 2499.20 feet to the north line of said Northeast quarter;

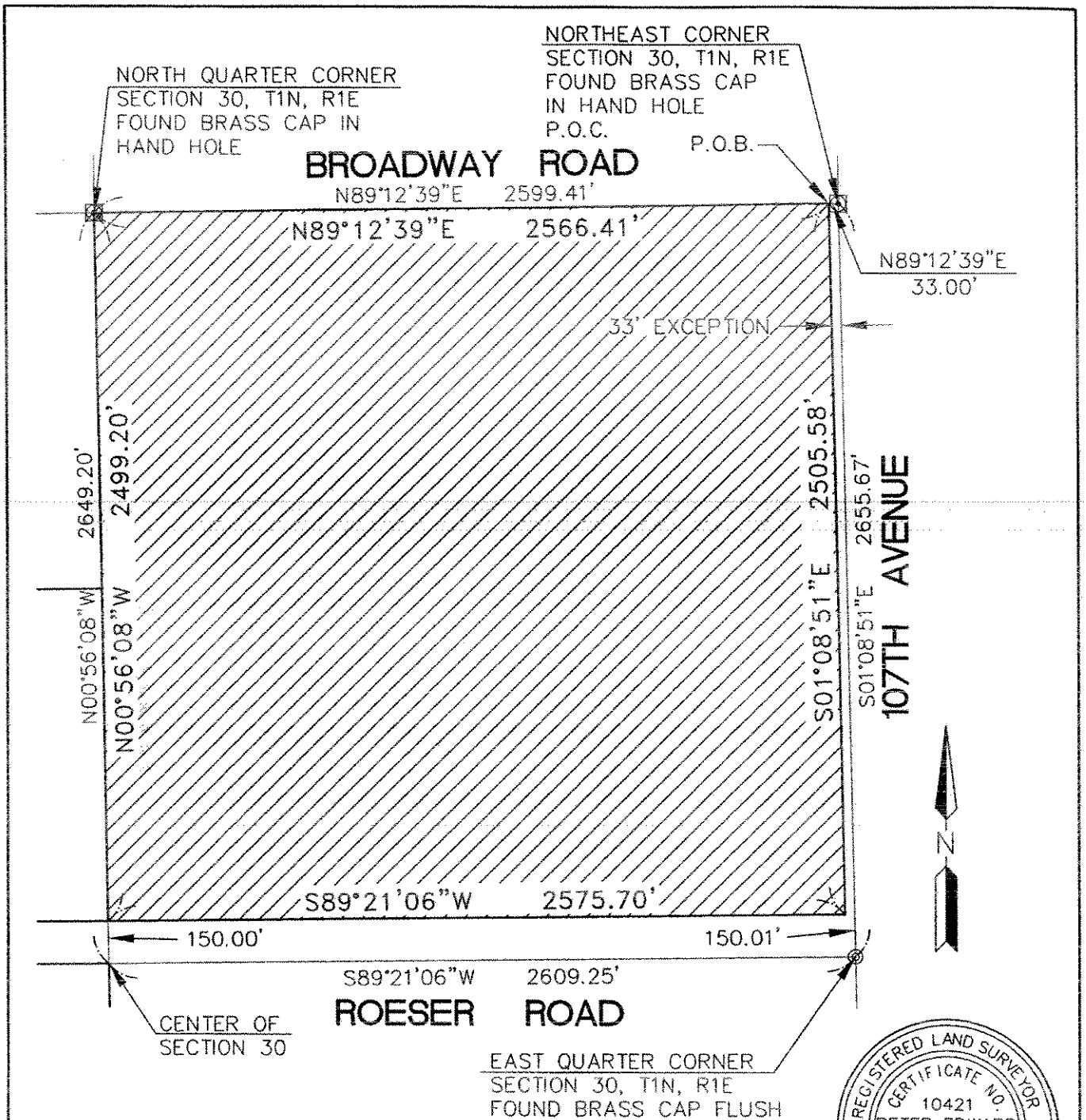
Thence along said north line, North 89 degrees 12 minutes 39 seconds East, a distance of 2599.41 feet to the **POINT OF BEGINNING**.

EXCEPT the east 33.00 feet thereof.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, Arizona 85020
Project No. 6966
July 26, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/1/06
ARIZONA, U.S.A.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/4/06
ARIZONA, U.S.A.

AREA IS 6,433,663 SQ. FT. OR 147.6966 ACRES

CMX PROJ.	6966	ODLE PROPERTY ANNEXATION BROADWAY ROAD & 115TH AVENUE MARICOPA COUNTY, ARIZONA	7740 N. 16TH ST. STE.100 PHOENIX, AZ 85020 PH (602) 567-1900 FAX (602) 567-1901 www.cmxinc.com
DATE:	08/02/06		
SCALE:	N.T.S.		
DRAWN BY:	CJP	EXHIBIT "A"	
CHECKED BY:	PED		

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EVERGREEN COMMUNITIES
JENSEN PROPERTY
ANNEXATION LEGAL DESCRIPTION

That portion of GLO Lot 2, also known as the Southwest Quarter of the Northwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap in hand hole accepted as the west quarter corner of said Section 30, from which a brass cap in hand hole accepted as the northwest corner thereof bears North 00 degrees 08 minutes 28 seconds West, a distance of 2620.61 feet;

Thence along the west line of said northwest quarter, North 00 degrees 08 minutes 28 seconds West a distance of 150.01 feet to the north line of the south 150.00 feet of said Southwest quarter of the Northwest quarter;

Thence along said north line, North 89 degrees 21 minutes 06 seconds East, a distance of 99.00 feet to the east line of the west 99.00 feet of said Southwest quarter of the Northwest quarter and the **POINT OF BEGINNING**;

Thence along said east line, North 00 degrees 08 minutes 28 seconds West a distance of 154.31 feet to the north line of the south 304.30 feet of said Southwest quarter of the Northwest quarter;

Thence along said north line, North 89 degrees 21 minutes 06 seconds East a distance of 660.03 feet to the east line of the west 759.00 feet of said Southwest quarter of the Northwest quarter;

Thence along said east line, North 00 degrees 08 minutes 28 seconds West a distance of 330.01 feet;

Thence South 89 degrees 21 minutes 06 seconds West a distance of 660.03 feet to the east line of the west 99.00 feet of the Southwest quarter of the Northwest quarter;

Thence along said east line, North 00 degrees 08 minutes 28 seconds West a distance of 330.50 feet;

Thence, North 89 degrees 01 minutes 54 seconds East a distance of 1162.67 feet to the east line of said Southwest quarter of the Northwest quarter;

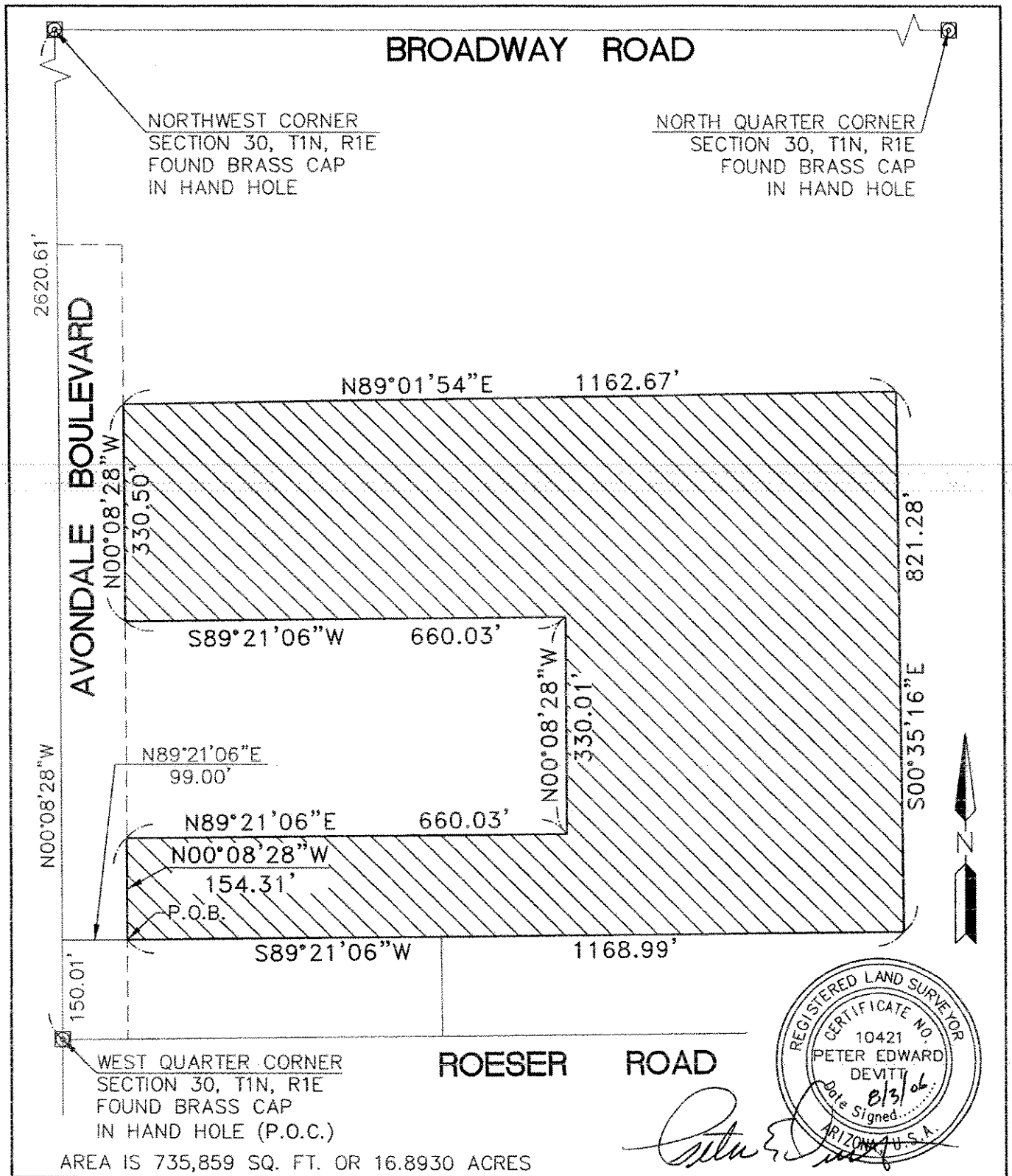
Thence along said east line, South 00 degrees 35 minutes 16 seconds East a distance of 821.28 feet to the north line of the south 150.00 feet of the Southwest quarter of the Northwest quarter;

Thence along said north line, South 89 degrees 21 minutes 06 seconds West a distance of 1168.99 feet to the **POINT OF BEGINNING**.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6976
July 26, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/1/06
ARIZONA, U.S.A.



AREA IS 735,859 SQ. FT. OR 16.8930 ACRES

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 10421
PETER EDWARD DEVITT
Date Signed 8/3/06
ARIZONA, U.S.A.

CMX PROJ.	6976	JENSEN ANNEXATION AVONDALE BLVD. AND ROESER RD MARICOPA COUNTY, ARIZONA	7740 N. 16TH ST. STE.100 PHOENIX, AZ 85020 PH (602) 567-1900 FAX (602) 567-1901 www.cmxinc.com
DATE:	08/02/06		
SCALE:	NTS		
DRAWN BY:	CJP		
CHECKED BY:	PED	EXHIBIT "A"	

U:\6900\6976\Exhibits\Legals\6976 JENSEN PROPERTY-1 REV1.dwg 08-03-2006 - 9:24am

CMX

EVERGREEN PROPERTY
ANNEXATION LEGAL DESCRIPTION

That portion of GLO Lot 1 also known as the Northwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole accepted as the northwest corner of said section, from which a brass cap in hand hole accepted as the west quarter corner thereof bears South 00 degrees 08 minutes 28 seconds East a distance of 2620.61 feet;

Thence North 88 degrees 42 minutes 23 seconds east a distance of 99.02 feet along the north line of said section to the **POINT OF BEGINNING;**

Thence North 88 degrees 42 minutes 23 seconds East, along the north line of said Northwest quarter, a distance of 1049.81 feet;

Thence South 02 degrees 08 minutes 08 seconds East a distance of 184.84 feet;

Thence South 02 degrees 08 minutes 09 seconds East a distance of 185.07 feet;

Thence South 01 degrees 56 minutes 37 seconds East a distance of 169.05 feet;

Thence South 00 degrees 56 minutes 45 seconds East a distance of 160.00 feet;

Thence South 03 degrees 34 minutes 09 seconds East a distance of 192.26 feet;

Thence South 02 degrees 02 minutes 39 seconds East a distance of 118.04 feet;

Thence South 11 degrees 20 minutes 19 seconds East a distance of 80.41 feet;

Thence South 23 degrees 10 minutes 40 seconds East a distance of 148.38 feet to the easterly line of said lot;

Thence along said easterly line, South 00 degrees 35 minutes 16 seconds East a distance of 74.78 feet;

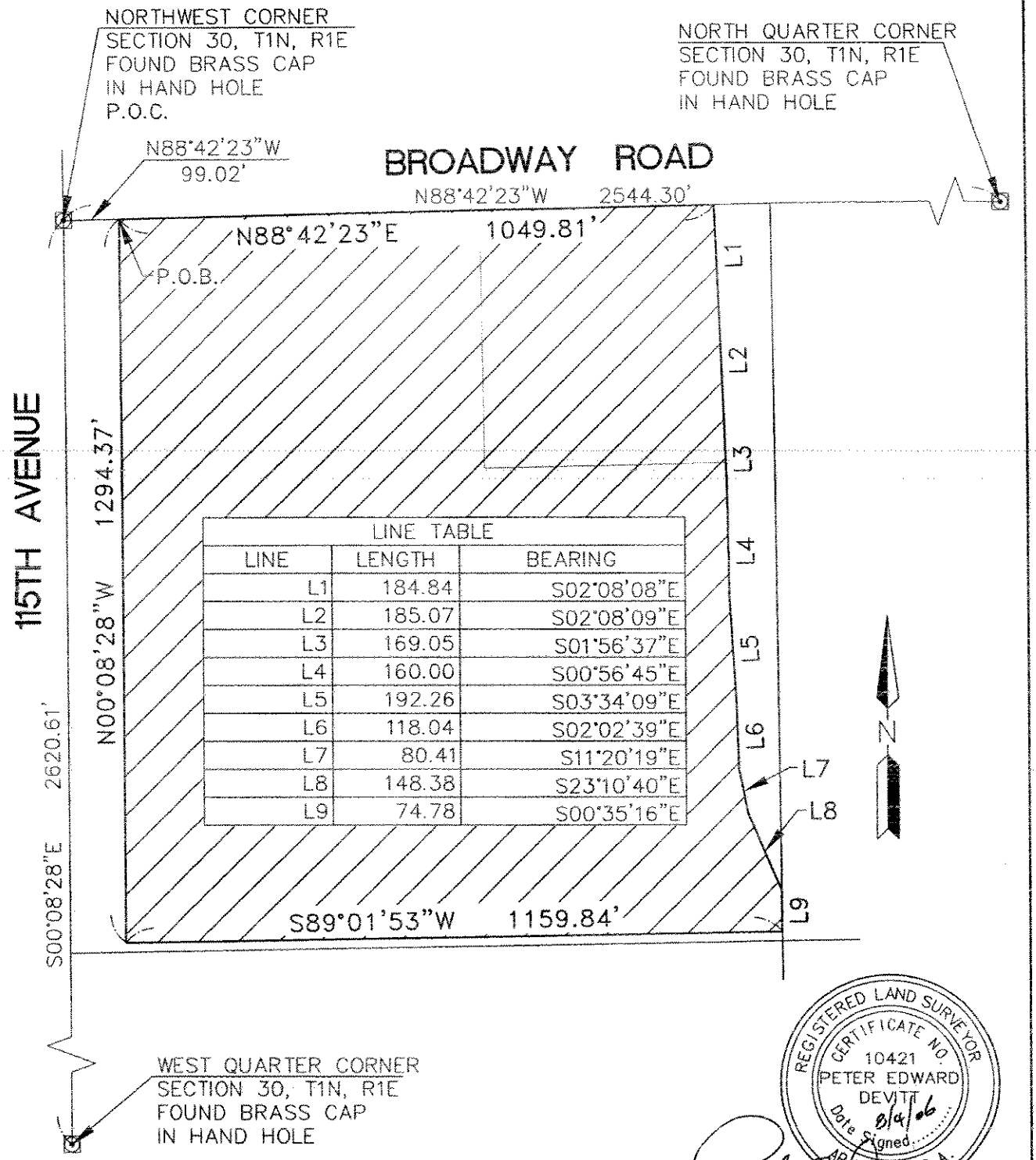
Thence South 89 degrees 01 minutes 53 seconds West a distance of 1159.84 feet;

Thence North 00 degrees 08 minutes 28 seconds West a distance of 1294.37 feet to the **POINT OF BEGINNING**.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, Arizona 85020
Project No. 6976
August 4, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/4/06
ARIZONA U.S.A.



LINE TABLE		
LINE	LENGTH	BEARING
L1	184.84	S02°08'08"E
L2	185.07	S02°08'09"E
L3	169.05	S01°56'37"E
L4	160.00	S00°56'45"E
L5	192.26	S03°34'09"E
L6	118.04	S02°02'39"E
L7	80.41	S11°20'19"E
L8	148.38	S23°10'40"E
L9	74.78	S00°35'16"E

WEST QUARTER CORNER
SECTION 30, T1N, R1E
FOUND BRASS CAP
IN HAND HOLE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/4/06
ARIZONA, U.S.A.

AREA IS 1,401,549 SQ. FT. OR 32.1751 ACRES

CMX PROJ.	6976
DATE:	08/02/06
SCALE:	N.T.S.
DRAWN BY:	CJP
CHECKED BY:	PED

U:\6900\6976\Exhibits\Legals\6976 MARWEST PROPERTY UPDATE.dwg 08-04-2006 - 9:17am

EVERGREEN ANNEXATION
AVONDALE BLVD & BROADWAY RD
MARICOPA COUNTY, ARIZONA

EXHIBIT "A"

7740 N. 16TH ST. STE.100
PHOENIX, AZ 85020
PH (602) 567-1900
FAX (602) 567-1901
www.cmxinc.com
CMX

EVERGREEN COMMUNITIES
CASHION PROPERTY
ANNEXATION LEGAL DESCRIPTION

That portion of GLO Lot 2 also known as the Southwest Quarter of the Northwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap in hand hole accepted as the west quarter corner of said section from which a brass cap in hand hole accepted as the northwest corner thereof bears North 00 degrees 08 minutes 28 seconds West a distance of 2620.61 feet;

Thence along the east-west mid-section line of said section North 89 degrees 21 minutes 06 seconds East a distance of 33.00 feet to the east line of the west 33.00 feet of said Southwest quarter of the Northwest quarter, also being the **POINT OF BEGINNING**;

Thence along said east line, North 00 degrees 08 minutes 28 seconds West a distance of 1310.49 feet to the north line of said Southwest quarter of the Northwest quarter;

Thence along said north line, North 89 degrees 01 minutes 54 seconds East a distance of 66.01 feet to the east line of the west 99.00 feet of said Southwest quarter of the Northwest quarter;

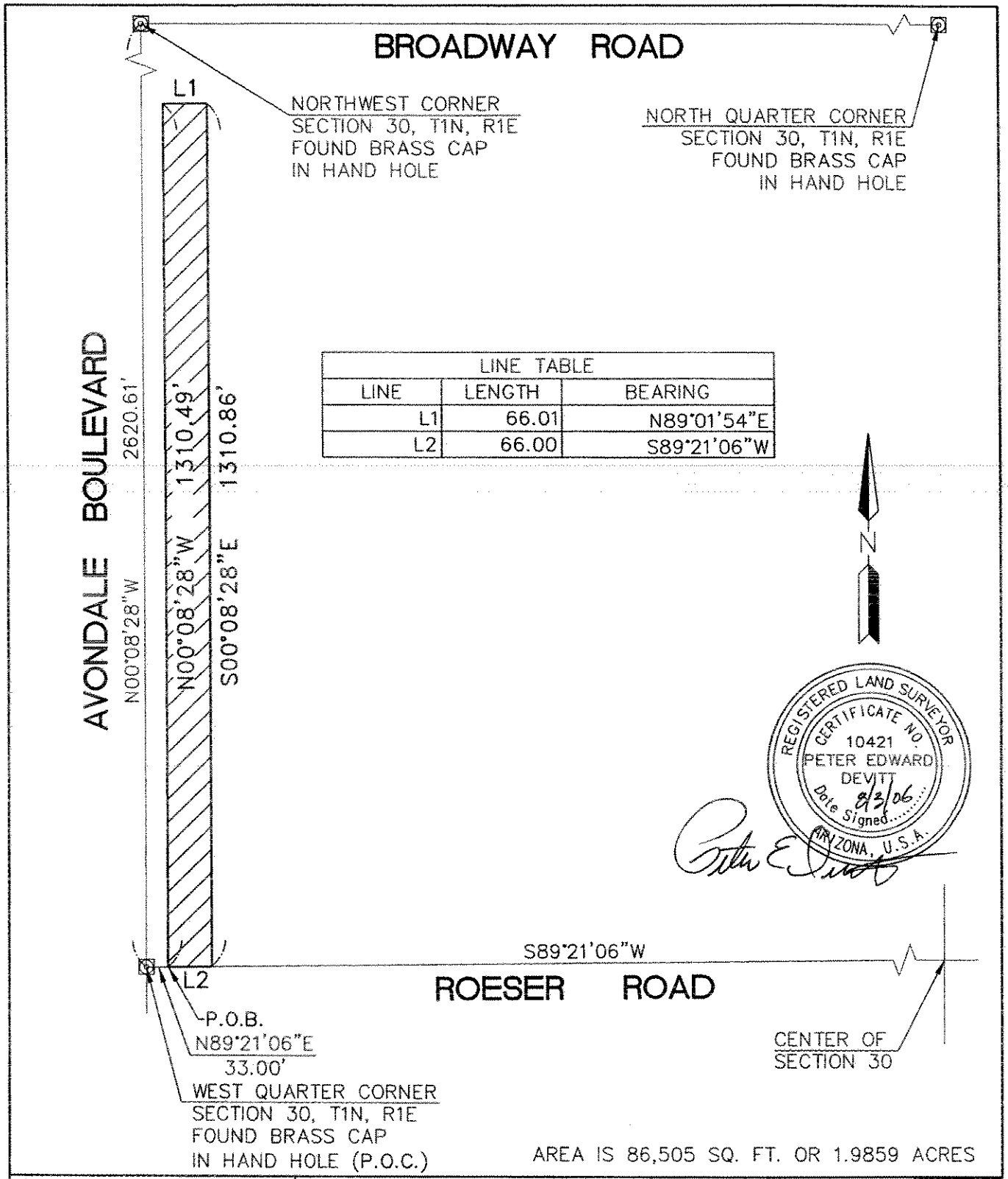
Thence along said east line, South 00 degrees 08 minutes 28 seconds East a distance of 1310.86 feet to the east-west mid-section line of said section;

Thence along said mid-section line, South 89 degrees 21 minutes 06 seconds West a distance of 66.00 feet to the **POINT OF BEGINNING.**

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6976
July 26, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/1/06
ARIZONA, U.S.A.



LINE TABLE		
LINE	LENGTH	BEARING
L1	66.01	N89°01'54"E
L2	66.00	S89°21'06"W

AREA IS 86,505 SQ. FT. OR 1.9859 ACRES

CMX PROJ.	6976	CASHION ANNEXATION AVONDALE BLVD AND ROESER RD. MARICOPA COUNT, ARIZONA	7740 N. 16TH ST. STE.100 PHOENIX, AZ 85020 PH (602) 567-1900 FAX (602) 567-1901 www.cmxinc.com
DATE:	08/02/06		
SCALE:	NTS		
DRAWN BY:	CJP		
CHECKED BY:	PED	EXHIBIT "A"	

U:\6900\6976\Exhibits\Legals\CASHION PROPERTY REV1.dwg 08-03-2006 - 9:44am

CMX

February 19, 2004

Mr. Dean Svoboda
Planning & Development Director
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ

Re: SWC 107th Avenue and Broadway Road
Odle Property: APN: 101-42-001C & 101-42-001F

Dear Mr. Svoboda:

As an owner of property located in the area of the SWC of 107th Avenue and Broadway Road, I hereby authorize Stephen C. Earl and members of the law firm Earl, Curley and Lagarde, and Evergreen Devco, Inc. to submit applications to annex the unincorporated portion of our property, obtain an amendment of the property's General Plan designation, rezone the property as described in the attached legal dcscription to PADD and obtain all other related entitlements as may be necessary to develop the property.

Sincerely,

William E. Odle
WILLIAM E. ODLE, AS TRUSTEE OF THE EZRA ODLE, JR. FAMILY TRUST DATED MAY 1, 1995

William E. Odle
WILLIAM E. ODLE

Martha Beidler
MARTHA BEIDLER

Larry D. Odle
LARRY D. ODLE

James Odle by Dorothy Odle POA
JAMES ODLE

February 19, 2004

Mr. Dean Svoboda
Planning & Development Director
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ

Re: West of 107th Ave and Broadway Road
Rogers Property: APN: 101-24-007 & 101-24-009A

Dear Mr. Svoboda:

As an owner of property located in the area of the 107th Avenue and Broadway Road, I hereby authorize Stephen C. Earl and members of the law firm Earl, Curley and Lagarde, and Evergreen Devco, Inc. to submit applications to annex the unincorporated portion of our property, obtain an amendment of the property's General Plan designation, rezone the property as described in the attached legal description to PADD and obtain all other related entitlements as may be necessary to develop the property.

Sincerely,

RICHARD GENE ROGERS
Richard G Rogers

ALICE FAYE ROGERS
Alice Faye Rogers

July 26, 2006

Mr. Dean Svoboda
Planning & Development Director
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ

Re: West of 107th Ave and Broadway Road
Tobin Property: APN: 101-42-005C, 101-42-006D, 101-42-006C and 101-43-001

Dear Mr. Svoboda:

As an owner of property located in the area of the 107th Avenue and Broadway Road, I hereby authorize Ed Bull and members of the law firm Burch & Cracchiolo, P.A, and Evergreen Communities, LLC to submit applications to annex the unincorporated portion of our property, rezone the property as described in the attached legal description to PAD and obtain all other related entitlements as may be necessary to develop the property.

Sincerely,

ARTHUR C. TOBIN, a married man sole and separate property

Arthur C. Tobin

ART TOBIN FAMILY LIMITED LIABILITY
LIMITED PARTNERSHIP, an Arizona limited
Liability partnership

By: Arthur C. Tobin
Arthur Tobin

Its: General Partner

Sent By: ; 4809880242; Nov-16-04 6:06PM; Page 1/1

October 25, 2004

Mr. Dean Svoboda
Planning & Development Director
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ

Re: Avondale Blvd and Roeser Road
Jensen Property: APN: 101-42-002J, 101-42-003Q, 101-42-003U

Dear Mr. Svoboda:

As an owner of property located in the area of the Avondale Blvd and Roeser Road, I hereby authorize Stephen C. Earl and members of the law firm Earl, Curley and Lagarde, The Lead Group, LLC and Evergreen Devco, Inc. to submit applications to annex the unincorporated portion of our property, obtain an amendment of the property's General Plan designation, rezone the property as described in the attached legal description to PADD, and obtain all necessary approvals from Arizona Department of Water Resources.

Sincerely,

CRAIG I. JENSEN, TRUSTEE OF THE JENSEN
FAMILY TRUST DATED JUNE 25, 1996

CECELIA J. JENSEN, TRUSTEE OF THE JENSEN
FAMILY TRUST DATED JUNE 25, 1996

June 28, 2006

Mr. Dean Svoboda
Planning & Development Director
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ

Re: Avondale Blvd and Roeser Road
Cashion Property: APN # 101-42-002A and 101-42-002B

Dear Mr. Svoboda:

As an owner of property located in the area of the Avondale Blvd and Roeser Road, I hereby authorize Ed Bull and members of the law firm Burch & Cracchiolo, P.A, and Evergreen Communities to submit applications to annex the unincorporated portion of our property, rezone the property as described in the attached legal description to PADD, and obtain all necessary approvals from Arizona Department of Water Resources.

Sincerely,

CASHION AVONDALE BLVD L.L.C., an Arizona limited liability company

By: _____
Its: Managing Member CHARLES SPENCE

October 25, 2004

Mr. Dean Svoboda
Planning & Development Director
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ

Re: **Avondale Blvd and Roeser Road**
Souman Property: APN: 101-42-003K

Dear Mr. Svoboda:

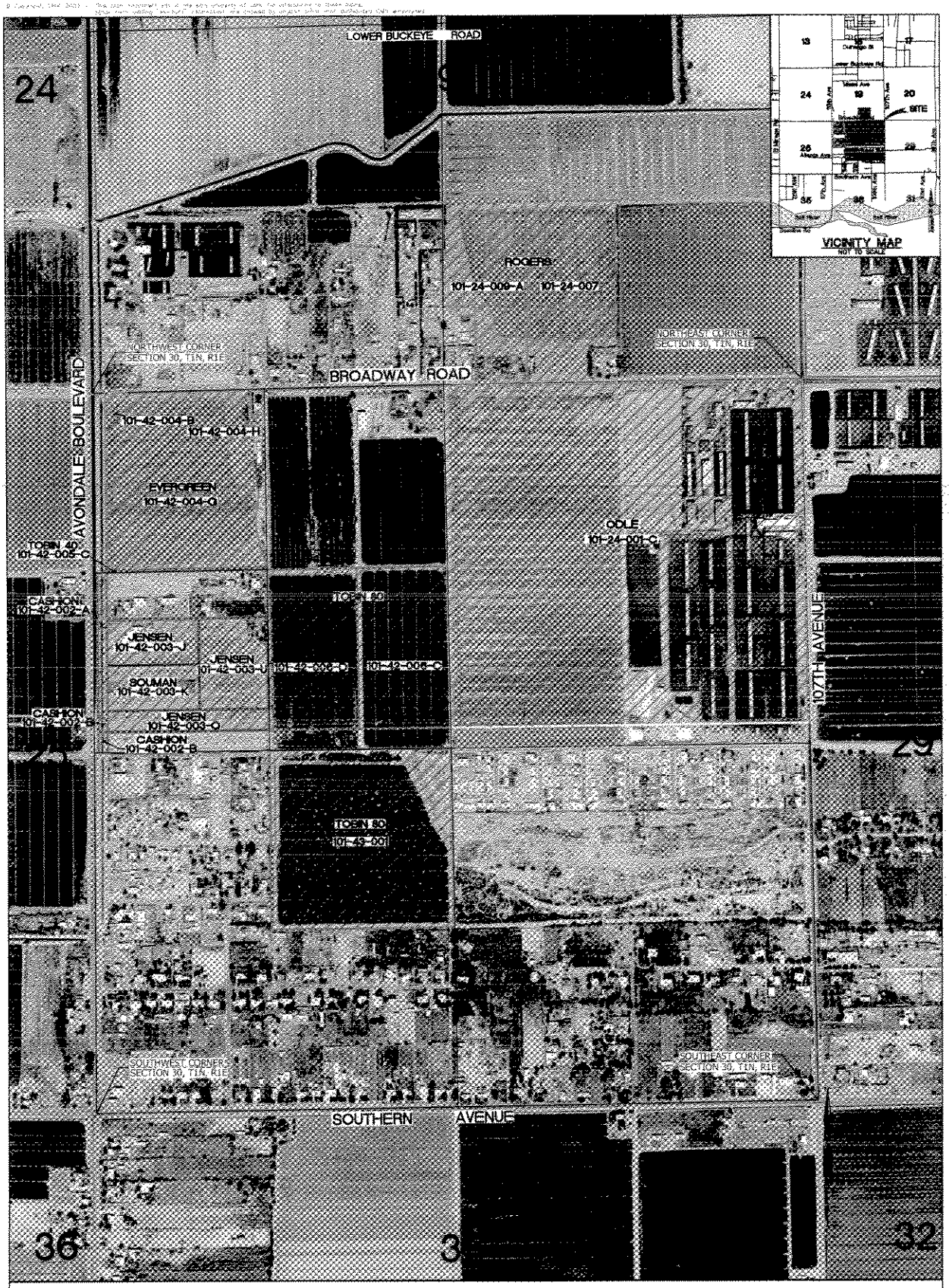
As an owner of property located in the area of the Avondale Blvd and Roeser Road, I hereby authorize Stephen C. Earl and members of the law firm Earl, Curley and Lagarde, The Lead Group, LLC and Evergreen Devco, Inc. to submit applications to annex the unincorporated portion of our property, obtain an amendment of the property's General Plan designation, rezone the property as described in the attached legal description to PADD, and obtain all necessary approvals from Arizona Department of Water Resources.

Sincerely,

SOUMAN ENTERPRISES, INC., an
Arizona corporation

By: M. SOUMAN

Its: President



Ownership Legend

Odle	Jensen	County	
Martin	Soumon		
Rogers	Cashion		
Tobin			

DWG. NO. B	CMX PROJ: 8976	DATE: 12.17.03	SCALE: N.T.S.
	DESIGNED: CMX	DRAWN: AJS	APPROVED: SMJB
	REV.		
SHT. 1 OF 1			

HILLCREST

107TH AVENUE AND BROADWAY ROAD
AVONDALE, ARIZONA

EXHIBIT B – OWNERSHIP MAP

CMX
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • CONSTRUCTION MANAGERS
7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 567-1900
FAX: (602) 567-1901
www.cmxinc.com

CITY COUNCIL REPORT

SUBJECT:
Contributions Assistance Program

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Sylvia Sheffield, Social Services Manager (623)333-2722

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the funding recommendations made by the Council Sub-committee for distribution of the $110,000 allocated to the Contributions Assistance Fund.

BACKGROUND:

The budget for fiscal year 2007-08 authorized $110,000 for the Contributions Assistance Program. Council appointed a review sub-committee on March 19, 2007. The program staff committee met on March 21, 2007 to review and score applications and make recommendations for allocation of the fiscal year 2007-08 Contributions Assistance Program. On March 29, 2007 the Council sub-committee met and accepted two applications but determined that the remaining applications were not adequate for approval and requested that the grant process be reissued.

The grant process for the Contributions Assistance Program was re-opened between April 16 and May 16, 2007. Notification of this grant opportunity occurred through email, newspaper, mailings, and on the Avondale website. A proposers meeting was held on April 16 to ensure that grant applicants understood the intent of the grant program. Twenty applications were submitted. Six of these were re-submittals from the first process. Including the two applications approved during the first process this resulted in a total of twenty-two applications. A total of $254,117 was requested.

DISCUSSION:

The staff commitee met with the Council sub-committee on June 14 to review applications and make funding recommendations to the full City Council. The Council sub-committee members used the following criteria for recommending funding:

1. Health and human service agencies
2. Agencies that request funding for specific projects
3. No ongoing administrative cost considered
4. Previously funded applicants have met reporting requirements
5. Ability to generate other revenue sources
6. Benefit to be gained from Avondale residents

This criteria was not weighted and was used as a guide toward consensus decision making. Funding recommendations are based on a composite of staff's technical evaluation of a project and the selection by each sub-committee member of the projects they believe best exemplify local community interests.

A total of fourteen agencies are being recommended for funding with an average award of $7800. The Council sub-committee recommendations are included in the attached chart.

BUDGETARY IMPACT:

A preliminary allocation of $110,000 was recommended during the budget process for funding non-profit agencies through the Contributions Assistance Program. If approved by City Council the sub-committee funding recommendations will become part of the fiscal year 2007-08 budget.

RECOMENDATION:

Staff recommends that the City Council approve the fiscal year 2007-08 Contributions Assistance Program funding plan as recommended by the Council sub-committee.

ATTACHMENTS:

Click to download

- Contributions Assistance Recommendations

Contributions Assistance Program FY 2007-2008
Council Sub-committee Recommendations

	Agency	Funding Request	Recommended Funding
1	Advocates for the Disabled	$9,653	$6,500
2	All Faith Community Services	$7,500	$0
3	Altered Tails	$10,000	$7,500
4	Alzheimer's Association	$9,000	$9,000
5	Boys and Girls Club	$15,000	$0
6	Casa Center	$7,650	$3,500
7	Central Arizona Shelter Services (CASS)	$4,000	$0
8	Civitan Foundation	$10,564	$6,000
9	Clinica Adelante	$50,400	$20,000
10	Foundation for Senior Living	$3,000	$0
11	Girl Scouts	$3,500	$3,500
12	New Life Center	$20,000	$10,000
13	Planned Parenthood	$7,500	$5,000
14	Relay for Life	$5,000	$0
15	Southwest Lending Closet	$8,000	$4,000
16	Southwest Literacy Association	$6,250	$0
17	St. Mary's Food Bank	$10,000	$0
18	Survivors on Our OwN (SOON)	$11,100	$5,000
19	Teen Outreach Pregnancy Services	$20,000	$15,000
20	Southwest Community Network - KEYS	$10,000	$5,000
21	Southwest Community Network - SOS	$16,000	$0
22	West Valley Child Crisis Center	$10,000	$10,000
	TOTAL	$254,117	$110,000

CITY COUNCIL REPORT

SUBJECT:
Purchase of AMCO water meters from Mountain States Pipe and Supply

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Daniel Davis, Acting Water Resources Director (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the purchase of AMCO water meters and Itron electronic meter reading equipment from Mountain States Pipe & Supply in an amount not to exceed $399,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale uses water meters compatible with Itron radio meter reading equipment. The department began converting from a touch read meter reading system, to a radio read system approximately three years ago. By using radio reading technology, staff has been able to improve the efficiency of meter reading times from approximately 5 reads per minute, using touch read, to approximately 45 reads per minute using radio reading technology. Presently, over half of the meters installed in the City employ radio read technology.

DISCUSSION:

The City Council previously authorized staff to purchase water meters and Itron electronic radio read meter reading equipment from Mountain States Pipe and Supply, through a cooperative purchasing agreement with the City of Peoria, which recently expired. Staff identified another cooperative purchase agreement with the City of Flagstaff and Mountain States Pipe & Supply to purchase water meters and Itron radio read equipment.

BUDGETARY IMPACT:

Funds to purchase the water meters and radio read meter reading equipment is budgeted in the Water Operations Fund (501-9100-00-7940 water system supplies)

RECOMENDATION:

Staff recommends that the City Council approve the purchase of AMCO water meters and Itron electronic meter reading equipment from Mountain States Pipe & Supply in an amount not to exceed $399,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PA

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MOUNTAIN STATES PIPE & SUPPLY CO.

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of June 18, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Mountain States Pipe & Supply Co., a Colorado corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Flagstaff ("Flagstaff") entered into Contract No. 25062 with the Contractor for the purchase of AMCO Meter and Itron products (the "Flagstaff Contract"). The Flagstaff Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase AMCO Meter and Itron products under the Flagstaff Contract without further public bidding, and the Flagstaff Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase AMCO Meter and Itron products under the Flagstaff Contract for a lower cost than would otherwise be available.

AGREEMENT

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

1. Contractor shall deliver AMCO Meter and Itron products under the terms and conditions of the Flagstaff Contract in the quantities as set forth in purchase orders not to exceed in aggregate a total of $399,000.00.

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

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**"

MOUNTAIN STATES PIPE & SUPPLY CO., a Colorado 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of MOUNTAIN STATES PIPE & SUPPLY CO., a Colorado 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
MOUNTAIN STATES PIPE & SUPPLY CO.

[Flagstaff Contract]

See following pages.

City of Flagstaff

March 21, 2007

Mr. Joe Payne
Mountain States Pipe & Supply
23510 N. 20th Drive, Suite 8
Phoenix, AZ 85027

RE: CITY OF FLAGSTAFF BID #25062 – RADIO READ METERS

Dear Mr. Payne:

Please be advised, the City of Flagstaff is amending the Agreement for Radio Read Meters as follows:

1. The 50W-2 ERT will be replaced with the new upgraded 60W ERT series, at the prices listed on the attached document.

All other terms and conditions of this bid remain the same.

Should you have any questions in regards to this contract, please do not hesitate to contact me at (928) 779-7601.

Sincerely,

Ann Marie Fisher
Senior Buyer

I hereby agree to the amendment of City of Flagstaff Bid #25062.

Authorized Signature

Vice President
Title

3-23-07
Date

Arizona Relay Service 7-1-1
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main & TDD (928) 774-5281 • Fax (928) 779-7696

Bid 25082 Revised Pricing
City of Flagstaff AMR Radio Read Meter

	NEW 60W ERT	OLD 50W-2 ERT
5/8x3/4" AMCO C700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 132.00	$ 139.60
3/4x3/4" 7.5" AMCO C700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 142.50	$ 150.00
1" AMCO C700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 175.00	$ 184.27
1.5" AMCO C700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 336.00	$ 349.00
2" AMCO C700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 417.00	$ 428.00
Itron 50W-2 ERT with In Line Connector		$ 86.00
Itron 60W ERT with In Line Connector	$ 79.00	

Multi-jet for Residential fire service

Meters used for residential fire service require a higher flow rate than standard positive displacement meters.

3/4x3/4" 7.5" AMCO M700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 182.50
1" AMCO M700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 221.90
1.5" AMCO M700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 370.00
2" AMCO M700 meter w/ Invision encoder, ILC and Itron 60W ERT	$ 460.00

Radio Read Meters
Bid 22022

Item	Description	Quantity		
1	5/8 x ¾ inch Meter	1700 each	Unit Price	$ 139.60 ea
			Tax ( )%	$ –
			Freight	$ –
			Total Unit Bid Price	$ 139.60
2	1 inch Meter	40 each	Unit Price	$ 184.27 ea
			Tax ( )%	$ –
			Freight	$ –
			Total Unit Bid Price	$ 184.27
3	1-1/2inch meter	10 each	Unit Price	$ 349.00 ea
			Tax ( )%	$ –
			Freight	$ –
			Total Unit Bid Price	$ 349.00
4	2 inch meter	2 each	Unit Price	$ 428.00 ea
			Tax ( )%	$ –
			Freight	$
			Total Unit Bid Price	$ 428.00

AWARD: The City will award this bid in total to the lowest "overall" bidder, based on estimated annual quantity.

OFFER AND CONTRACT AWARD

City Purchasing Office
211 W. Aspen Ave,
Flagstaff, AZ. 86001
(928) 779-7619

Invitation for Bid: 25062
Submit the original of this form to the City.

OFFER

TO THE CITY OF FLAGSTAFF:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies by signing and submitting this offer that they have the legal authority to enter into a contract with the City.

For clarification of this offer, contact:

Name: Joe Payne

Phone: 623-363-9250

E-Mail Address: jpayne@msps.com

Federal ID Number: 84-1436712

Fax No.: 623-939-7100

Mountain States Pipe + Supply
Company Name

23610 N. 20th Dr Suite 8
Address

Phoenix AZ 85027
City State Zip

Joe Payne
Signature of Person Authorized to Sign Offer

Joe Payne
Printed Name

Regional Manager
Title

Date: 4-8-05

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City of Flagstaff.

This contract shall henceforth be referred to as Contract No. 25062. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order.

Awarded this 13 day of July 2005.

Ernest Negroni

Ernest Negroni, C.P.M.
Purchasing Director

OFFER AND CONTRACT AWARD

City Purchasing Office
211 W. Aspen Ave,
Flagstaff, AZ. 86001
(928) 779-7619

Invitation for Bid: 25062
Submit the original of this form to the City.

OFFER

TO THE CITY OF FLAGSTAFF:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies by signing and submitting this offer that they have the legal authority to enter into a contract with the City.

For clarification of this offer, contact:

Name: Joe Payne

Phone: 623-363-9250

E-Mail Address: jpayne@msps.com

Federal ID Number: 84-1436712

Fax No.: 623-939-7100

Mountain States Pipe + Supply
Company Name

23610 N. 20th Dr Suit 8
Address

Phoenix AZ 85027
City State Zip

Joe Payne
Signature of Person Authorized to Sign Offer

Joe Payne
Printed Name

Regional Manager
Title

Date: 4-8-05

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City of Flagstaff.

This contract shall henceforth be referred to as Contract No. 25062. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order.

Awarded this 13 day of July 2005.

Ernest Negroni

Ernest Negroni, C.~~P.M.~~
Purchasing Director

July 24, 2005

Mr. Ernest Negroni
Purchasing Director
City of Flagstaff
211 West Aspen Ave.
Flagstaff, Arizona 86001

Dear Ernest:

This letter is to request adding items to the bid 25062. These items have been discussed with Jim Davis and will provide additional components for your use in Flagstaff. I am including pricing for the AMCO ¾ x ¾" meter, Invision encoder and Itron pit ERT, separate pricing for Invision encoders only for sizes 5/8" thru 2" AMCO meters as well as a separate price for the Itron ERT only.
The AMCO ¾ x ¾ " meter will allow for using a larger flow meter of 30 gpm vs 20 gpm when additional flows are required. This additional flow is generally used when requirements are for irrigation, additional fixtures for larger homes, or if sprinkler systems are required. Overall lay length is the same for the 5/8" meter so there is no additional requirement for installation needed. There could be applications in the future that would require the use of a full ¾" meter.
If the city requires encoder only or Itron ERT only, these prices reflect parts pricing.

AMCO ¾"x ¾" 7.5" lay length bronze meter, Invision Absolute encoder, and Itron pit ERT. Meter includes bronze bottton or cast iron botton. $150.00 ea.

AMCO Invision Absolute encoder with Itron 5' in line connector, less meter, less ERT For 5/8" – 1" meter. Encoder only $75.00 ea.

AMCO Invision Absolute encoder with Itron 5' in line connector, less meter, less ERT For 1.5" and 2" AMCO meter. Encoder only $85.00 ea.

Itron 50W-2 Pit ERT with in line connector. ERT only $88.00 ea.

Please review these additions and let me know if there are additional questions. Mountain States Pipe and Supply look forward to working with and supporting the City of Flagstaff.

Regards,

Joe Payne
jpayne@msps.com

City of Flagstaff

July 6th, 2006

Mr. Joe Payne
Mountain States Pipe & Supply
23610 N. 20th Dr., Suite 8
Phoenix, AZ. 85027

Dear Mr. Payne,

The current contract for providing Radio Read Meters to the City of Flagstaff expired on July 5th, 2006.

The contract provides for four additional one-year contract extensions with the first two-years fixed at the same terms and conditions of the original quotation number 25062.

If your firm is willing to continue for the first year contract extension, please sign and return this letter to Purchasing within five working days.

Should you have any questions in regards to this contract, please contact me at 213-3711.

Sincerely,

Jole Guthery,
Warehouse Manager

I hereby agree to the first one-year extension per the terms, conditions, and specifications of bid number 25062.

Joe Payne
Authorized Signature

7-18-06
Date

Regional Manager
Title

Arizona Relay Service 7-1-1
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main & TDD (928) 774-5281 • Fax (928) 779-7696

City of Flagstaff

July 13, 2005

Mr. Joe Payne
Mountain States Pipe and Supply
23610 N 20 Dr Ste 8
Phoenix, AZ 85027

Dear Mr. Payne:

The City of Flagstaff accepted your bid to provide radio read meters to the City of Flagstaff per the terms, conditions, and specifications of bid 25062.

Per the terms of the bid, page 7 & 8 of the bid document, I am requesting a Certificate of Insurance naming the City of Flagstaff as an additional inured be sent within ten working days.

The City of Flagstaff looks forward to working with your firm and should you have any questions in regards to this award, please feel free to contact my office, (928) 779-7619.

Sincerely,

Ernest Negroni

Ernest Negroni, C.P.M.
Purchasing Director

EN/pls

Enc. (3)

Arizona Relay Service 7-1-1
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main & TDD (928) 774-5281 • Fax (928) 779-7696

CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 779-7619 / FAX (928) 779-7656

BID ACKNOWLEDGMENT

UPON RECEIPT OF THE REQUESTED BID DOCUMENTS, YOU MUST COMPLETE THE FOLLOWING INFORMATION AND FAX THIS COVER BACK TO (928) 779-7656. THE RETURN OF THIS PAGE IS THE ONLY WAY A BIDDER WILL RECEIVE ADDENDUM'S. FAILURE TO RETURN THIS PAGE UPON RECEIPT OF THE BID DOCUMENT MAY MAKE YOU INELIGIBLE TO PARTICIPATE IN THE BID.

BID/PROJECT NO.:	25062
BID/PROJECT NAME:	Radio Read Meters
TOTAL NUMBER OF PAGES EXCLUDING THE COVER:	

COMPANY NAME:	
CONTACT PERSON: PHONE NUMBER, FAX NUMBER AND COMPLETE MAILING ADDRESS	Joe Payne Mountain States Pipe + Supply FAX: 623-939-7100 PHONE:
DID YOU RECEIVE THE TOTAL NUMBER OF PAGES REQUESTED:	YES ✓ NO IF NO, WHAT PAGE NUMBERS ARE YOU MISSING:
PLEASE SIGN ACKNOWLEDGING RECEIPT & FAX TO (928) 779-7656:	

CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 779-7619 / FAX (928) 779-7656

INVITATION FOR BIDS
Radio Read Meters
Bid Number 25062

Sealed bids will be received at the Purchasing office located at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona, 86001 until 3:00 p.m. on April 6, 2005 for the purchase of radio read meters. Late bids will not be considered.

Questions or additional information may be obtained from the Purchasing Office, located at 211 West Aspen Avenue, Flagstaff, Arizona 86001, phone (928) 779-7619.

The contract will be awarded to the lowest responsible bidder whose bid is responsive to this Invitation for Bids and will be most advantageous to the City. Responsible factors to be considered may include, but are not limited to, the bidder's past performance on other contracts, and other matters set forth in City of Flagstaff Ordinance No. 1945. The award may be made to other than the lowest price bid.

The City of Flagstaff retains the right to reject any or all bids received and waive minor technicalities when it is deemed to be in the City's best interest.

INSTRUCTIONS

PREPARATION: Bids shall be submitted in a sealed envelope addressed to the City of Flagstaff, Purchasing Office, 211 West Aspen Avenue, Flagstaff, AZ 86001 marked "Sealed Bids" and identified by the material or service description, bid number, and bid opening date and time. When submitting a no bid, indicate on the outside of the envelope "No Bid". The entire bid package including all instructions is to be returned and properly fastened together. Retain a copy of your bid for your records. Bids shall be opened publicly at the time and place designated on the cover of this document. Bids will not be subject to public inspection until after contract award.

All Bids must be made on the City bid forms and duly signed by an authorized representative of the Contractor.

Bids faxed to the City of Flagstaff cannot be accepted.

Bids received after the stipulated bid opening date and time will not be considered.

Erasures, interlineations or other modifications in the bid shall be in ink and made by the authorized person signing the bid.

The City is not responsible for any Contractor's errors or omissions. It is the responsibility of all Contractors to examine the entire set of bid documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Retain a complete set of bid documents for your records.

All prices quoted will reflect the total cost to the City for the product, FOB Flagstaff and include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however Arizona, Coconino County and Local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

SALES TAX: The City of Flagstaff will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below. The City will figure applicable taxes to Bids received from out of state Contractors who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number: 07568109-F

Arizona Use Tax Number: _____

City of: Phoenix, AZ

Sales Tax Number: 04009441

Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are not taxable if separately stated on the invoice from the seller to the buyer and delivery is made to the ultimate consumer by the seller.

Freight charges for delivery from place of production or the manufacturer to the Contractor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. Freight in charges are taxable.

GENERAL INFORMATION: All Bids shall be for new merchandise unless otherwise specified.

The specifications listed as part of this bid are intended to reflect the minimum standards required by the City. All exceptions to the City's specifications must be clearly stated in the Contractor's bid. If no exceptions are stated by the Contractor, the City will assume the Contractor's bid to equal or exceed the specifications at the Contractor's risk of correcting or replacing the equipment at the Contractor's own cost.

The Contractor shall submit full descriptive information on all products offered for consideration with its bid.

INTENT: These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this bid. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

USE OF BRAND NAMES: The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict Contractors to that manufacturer, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which Bids are submitted. In submitting a bid on a commodity other than as specified, Contractors shall furnish complete data and identification with respect to the commodity they propose to offer. If a Contractor does not indicate that the commodity offered is other than specified, it will be construed to mean that the Contractor proposes to offer the exact commodity as described.

ADDITIONAL INFORMATION: All questions, clarifications and requests for additional information are to be put in writing and faxed, emailed or mailed to the attention of:

Ernest Negroni, Purchasing Director
Purchasing Division, City of Flagstaff — Email: enegroni@ci.flagstaff.az.us
211 West Aspen, Flagstaff, AZ 86001 — Fax No: (928) 779 7656

The City **shall not** be responsible for Contractors adjusting their bid based on any oral instructions made by any employees or officers of the City regarding the bid instructions, drawing, specifications, or contract documents. All changes to the bid will be in the form of a written addendum, which will be furnished to all Contractors who are listed with the City as having received the bid.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the bid opening. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of each addendum will be mailed, faxed or delivered to all who are known to have received a set of bid documents. The City of Flagstaff is not responsible for any other explanations or interpretations of the proposed documents.

MATERIAL SAFETY DATA SHEET: Contractor shall supply Materials Safety Data Sheets (MSDS) in accordance with Federal requirements with its bid response. If a bid is submitted without the MSDS, the bid may be considered non-responsive. A Contractor entering the City workplace with materials requiring MSDS will supply the City with a MSDS covering those particular products the Contractor may expose City employees or the general public to while working at the site.

ASBESTOS MATERIALS: Only asbestos-free materials are allowed in City facilities during any building maintenance, renovation or repair projects. Contractors must execute and submit the appropriate forms certifying the products as "asbestos-free" prior to installation. Forms and site information can be obtained by calling (928) 779-7685 ext. 7203.

EVALUATION: All things being equal on Bids received, preference will be given to resident Contractors of the City of Flagstaff and to commodities produced or manufactured in the City and State.

When determining the low responsive bid price the City will include the cost of options requested and selected, if any, as a part of the total bid price.

When evaluating Bids, the City may incorporate known cost factors associated with the bid in determining the lowest responsive bid.

If the Contractor is a resident Contractor that has listed a valid City of Flagstaff sales tax number, the local tax will be factored out when evaluating the Contractor's bid.

Prior to the award of a contract, the successful Contractor shall have a completed Contractor application on file with the Purchasing Division.

The City Council reserves the right to reject any and all Bids, or any part thereof; to accept any bid or any part thereof; or to waive any formalities when it is deemed to be in the City's best interest.

Materials submitted by Contractors shall become the property of the City of Flagstaff unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked. Information submitted in response to this request for bid is considered public record and may be disclosed pursuant to applicable Arizona Revised Statutes.

ACCEPTANCE: All Bids submitted to the City of Flagstaff are to remain firm for a minimum period of 60 calendar days from the date the Bids are officially opened, unless otherwise specified.

The successful Contractor's bid is not officially accepted until such time as the Contractor either receives a purchase order or a written notice of acceptance from the City of Flagstaff Purchasing Director.

PROPRIETARY INFORMATION: Any information considered to be proprietary by the Contractor shall be placed in a separate envelope and marked "Proprietary Information", subject to the public record disclosure laws. To the extent the Purchasing Director concurs, this information shall not be considered public information subject to the public record disclosure laws. The Purchasing Director shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.

PUBLIC RECORD: All Bids submitted in response to this request shall become the property of the City of Flagstaff and will become a matter of public record, available for review subsequent to the award notification.

BID TABULATION: The City will not disclose bid results over the telephone. Bid tabulations will be available for review at the City Purchasing Office, 211 West Aspen, Flagstaff, Arizona. Those Contractors who would like a copy of the bid results may obtain one by sending a stamped self-addressed envelope with their request.

GOVERNING LAW AND JURISDICTION: This agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

COOPERATIVE USE OF CONTRACT: In addition to the City of Flagstaff this contract may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been established with the City of Flagstaff, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. This contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Invitation for Bids who wish to cooperatively use the contract are subject to the approval of contractor(s).

COST TO PREPARE: The City of Flagstaff will not reimburse the Contractor the costs associated with responding to the request for bid.

CONTRACTUAL

WARRANTY: The Contractor expressly warrants that all goods and services covered by this bid shall conform to the specifications, drawings, samples or other description upon which this bid is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of Contractor's design will be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the City thereby.

The Contractor's product, service, and facilities shall be in full compliance with all applicable Federal, State and Local health, environmental, and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by the City.

The Contractor represents and warrants that all software and/or equipment offered in this bid will function without error or interruption related to date data, specifically including errors or interruptions related from functions which may involve date data from more than one century; the software and/or equipment requires that all date data include an indication of century in each instance; and all data output and results, in any form, shall include an indication of century in each instance.

Unless otherwise specified, the minimum warranty period shall be one year from the Contractor's installation of the warranted item. Contractor shall enclose a copy of the complete manufacturer's warranty information.

PATENTS: Contractor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its employees and agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and the Contractor further agrees to indemnify, hold harmless and defend the City and its employees and agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by the Contractor.

DELIVERY: The time for delivery must be stated in definite terms and may be a factor in making an award. Delivery must be made in accordance with the delivery time specified in the bid.

Risk of loss and/or damage shall be upon the Contractor until such time as the goods have been physically accepted by the City.

COMPLIANCE: It is agreed that the Contractor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the Purchasing Director has the right to cancel at any time with full refund within 60 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

SUB-CONTRACTING: The contract or any portion thereof shall not be sub-contracted without the prior written approval of the City. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability or any kind to any Sub-Contractor. No Sub-Contractor shall, under any circumstances, relieve the Contractor of their liability and obligation under this contract; and despite any such subletting the City shall deal through the Contractor. Sub-Contractors will be dealt with as workers and representatives of the Contractor.

NON-COLLUSION: Contractors, by submitting a signed bid, certify that the accompanying proposal is not the result of, or affected by any unlawful act of collusion with any other person or company in the same line of business or commerce, or any other fraudulent act punishable under Arizona or United States law.

TERMINATION: The City of Flagstaff reserves the right to terminate this contract for non-performance by the Contractor. The Contractor may be given a reasonable opportunity to correct the deficiency prior to termination.

DISPUTE RESOLUTION:

1. Mediation: If a dispute arises out of or relates to this agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self- administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

2. Litigation and Attorneys Fees: Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

NON-EXCLUSIVE CONTRACT: Any contract resulting from this bid shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Flagstaff. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

PAYMENT: The City of Flagstaff issues checks twice monthly, the 15th and the 30th days. In order for the City to process an invoice in a timely manner, the invoice must be received by the 8th or 22nd of the month.

APPROPRIATION OF FUNDS: Contractor agrees that the funds expended for the purposes of this contract must be appropriated by the City Council for each fiscal year within the contract period. Therefore, the contract shall automatically terminate, without penalty or recourse, if such funds are not appropriated for this contract.

In the event of termination, the City reserves the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of City affairs.

QUANTITIES: The quantities stated within this bid is the City's best estimate of the quantity needed, the City reserves the right to order more or less than the estimated quantity stated on the bid form. It is understood that the intent of this bid is to provide the City with it's requirements during the contract period.

TERM CONTRACT: The initial award will be for a period of one (1) year. The successful contractor(s) will be notified by mail as to the effective date of the contract period. This bid may be extended for up to two (4) additional years, one year at a time, by mutual agreement between the City of Flagstaff and the contractor(s). Pass through price modifications may be permitted in the fourth and fifth years. The Contractor must substantiate justification for price modifications at the time of the contract extension.

INSURANCE: Vendor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein .are minimum requirements for this contact and in no way limit the indemnity covenants contained in this contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$ 50,000
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof.)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	$1,000,000

3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$ 500,000
Disease-Each Employee	$ 500,000
Disease-Policy Limit	$ 500,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be declared to and approved by the City.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:

a. The Vendor's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, or employees shall be in excess to the coverage of the Vendor's insurance and shall not contribute to it.

b. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
c. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of this contract.

d. The Vendor's insurance shall contain broad form contractual liability coverage.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from Vendor's operations, work or products that are the subject of this contract.

D. **NOTICE OF CANCELLATION**: Each insurance policy required by the insurance provisions of this contract shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

E. **ACCEPTABILITY OF INSURERS**: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less that A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

F. **VERIFICATION OF COVERAGE**: Vendor shall furnish the City with Certificates of Insurance (ACORD form) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

All certificates are to be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time.

G. **APPROVAL**: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Flagstaff City Attorney's Office, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

RADIO READ WATER METERS
BID 25062

INTRODUCTION:

The City of Flagstaff currently has a water utility base of approximately 16,000 accounts. The majority of these accounts are manually read meters utilizing hand held units.

The City plans to install radio read meters in new housing subdivisions as they are developed. The City also hopes to retrofit existing accounts and may upgrade any "touch read" applications to "radio read" in the future.

In order to qualify under these specifications, the make, model and Radio Frequency technology of the meter being offered must have been field proven for a minimum of three (3) years.

Register shall read in gallons. Registers with oil or liquid fill are not acceptable under these specifications.

PRESENT SYSTEM:

The City of Flagstaff is currently utilizing ITRON M.V.R.S. 5.0 Software. Meters offered shall be compatible with this software.

References:

The manufacturer shall supply a list of cities that are currently using the type of meters being proposed for the City of Flagstaff. Register must conform to AWWA Standards C-706 and C-707 latest versions.

1. _____
Company and Contact Name

_____
Address

_____
Address

_____
Phone Number

_____
Email Address

2. _____
Company and Contact Name

_____
Address

_____
Address

_____
Phone Number

_____
Email Address

3. _____
Company and Contact Name

_____
Address

_____
Address

_____
Phone Number

_____
Email Address

GENERAL SPECIFICATIONS: **OFFERED**

Meters shall be provided with a ITRON 50W-2 ERT module. All meters registers will be an absolute encoder design and have glass lens and copper or stainless steel case. All registers must have a lid with meter serial number matching the receipt of the end user. Y

The ITRON Pit module and absolute encoder register will be pre-wired with an Itron In Line Connector. The Itron ROCL program will consist of the unique utility ID number, number of dials, current register reading and will have the ability to be programmed by City of Flagstaff personnel. Y

METER SIZES 5/8 x ¾ INCH TO 2 INCH **OFFERED**

1. TYPE: Magnetic Drive, Sealed Register, Positive Displacement, Oscillating Piston/nutating disc/or equivalent. Y

2. SIZE: Shall conform to the most recently revised American Water Works Standard C-700 as most recently revised. Y

3. LENGTH: Shall conform to a minimum of the American Water Works Standard C-700 as most recently revised. Y

4. REPAIRABLE METER ACCURACY: Shall conform to a minimum of the American Water Works Standard contained in their M-6 manual for repairable water meter accuracy for each size meter offered. Y

5. CASES: All meters shall have a non-corrosive Water Works Bronze (minimum 75% copper content) outer case with a separate measuring chamber which can easily be removed from the case. All meters shall have cast on them, in raised characters, the size and direction of flow through the meter. Bronze bottoms shall be provided on ¾" and 1" size meters. 1 ½" and 2" meters shall be the split case type with bronze lower and upper shell assemblies. All main cases shall be guaranteed against defects in materials and workmanship for for twenty-five (25) years from date of shipment. The manufacturer's serial number shall be permanently affixed to the main case to aid in identification. Y

METER SIZES 5/8 x ¾ INCH TO 2 INCH **OFFERED**

6. EXTERNAL BOLTS AND WASHERS: All external bolts and washers shall be of corrosion resistant material and shall be easily removed from the main case. All threaded main case bolt holes must be covered to aid in removal of the bolts for repair. Y

7. MEASURING CHAMBER: e measuring shall be of Water Works bronze (minimum 85% copper content) or a suitable Synthetic polymer and shall not be cast as part of the main case. All piston or disc assemblies shall be the same size. The measuring chamber shall be held in place without the use of fasteners. The measuring chamber mechanism shall operate against a replaceable design allowing for repair to AWWA standards. Y

8. MAGNETIC COUPLING: The motion of the mechanism shall be transmitted to the sealed register through the use of a direct magnetic drive without any intermediate coupling. Y

9. STRAINERS: All meters shall be provided with a corrosion strainer which can easily be removed from the meter without the meter being disconnected from the pipeline. Y

10. CHANGE GEARS: Change gears will not be allowed to calibrate the meter. All registers of a particular registration And meter size shall be compatible and completely interchangeable. If improved registers become available they shall be completely interchangeable. It will be the City's option to accept or reject. Y

11. ACCURACY AND HEADLOSS TESTS: Meters shall conform to minimum of the current AWWA C-700, current revision test flows and accuracy standards. Y

12. PRESSURE CAPABILITY: Meters shall operate up to a Working pressure of 150 pounds per square inch, without leakage or damage to any parts. The accuracy shall not be affected when operating at this pressure due to possible distortion. Accuracy shall not be affected by variations in pressure up to 150 psi. Y

13. PERFORMANCE WARRANTIES: In evaluating bid submittal, warranty coverage will be considered. All bidders are required to submit their most current nationally published warranty

statements water meters in sizes ¾' to 2". Y

REGISTERS WITH AUTOMATED METER READ PIT DEVICES **OFFERED**

1. The register shall be field replaceable. Y
2. The register shall be tamper proof, locked to the meter main case in a secure manner. Y
3. The register shall be a minimum six-wheel odometer mounted on top. Y
4. The register shall have a low flow indicator for leak detection. Y
5. The register shall read in U.S. Gallons. (Read in thousands) Y
6. The register shall accommodate all digital electronics for the AMR device. Y
7. All AMR connections to the register shall be factory pre-wired and sealed for waterproof application. (No retro fit wiring) Y
8. The register shall have a unique identification number contained in each register for AMR verification. Y
9. All meters must have tempered glass registers with lid and serial number imprinted to match serial number on the maincase. Y
10. Must be a qualified outdoor pit meter with numbers visually readable at a depth of not less than 24". Y

IMPLEMENTATION & TRAINING:

The City of Flagstaff requires technical support from a distributor with no less than two years experience . The Bidder will have factory trained support personnel in Arizona with the ability to respond within 24 hours. Y

Meter serial numbers must be consecutive for the entire order ERTs must be programmed for the City of Flagstaff. Orders must be stacked in consecutive order to the outside of the pallet so as to be easily read. Y

CITY COUNCIL REPORT

SUBJECT:
Resolution 2661-707 - Intergovernmental Agreement - Regional Family Advocacy Center

MEETING DATE:
July 2, 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 adopt a resolution approving an amended and restated Intergovernmental Agreement (IGA) between the cities of Avondale, Goodyear and Buckeye creating a regional Family Advocacy Center (FAC) to serve crime victims in these three cities; increasing the authorized staffing allocation in the Police Department by one; and approving a budget transfer.

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 suggested the creation of a regional facility that would serve and assist victims of sexual assault, child abuse, domestic violence and aggravated assault in a timely fashion, and at the same time, improve the overall quality of police investigation into such crimes. The facility would be staffed by employees from all three police departments. The concept was presented and originally supported by the Councils in Avondale, Goodyear and Buckeye. The Town of Buckeye, however, raised questions concerning the administration of the FAC at subsequent Buckeye Council meetings. They have requested another agency assume the financial responsibility of managing the FAC. Staff is seeking Council approval to assume this responsibility. This revised IGA will shift the financial and administrative responsibility for managing the FAC from Buckeye to Avondale while maintaining the partnership between Avondale, Goodyear and Buckeye who will continue to share equally in the cost of operating the FAC.

DISCUSSION:

The Avondale, Goodyear and Buckeye police departments face similar challenges with growth and increasing 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 are in agreement with its contents. The overall expense of the FAC will be shared equally amongst the cities of Avondale, Goodyear, and Buckeye. The office space recommended for the FAC is located at 140 N. Litchfield Road, Goodyear AZ. It is a medical office facility with 12,226 square feet of office space. The annual lease is $33.50 per square foot which includes operating and maintenance costs. The total annual cost to lease this building is $409,571. This cost will be split equally among Avondale, Goodyear and Buckeye @ $136,523 per department per year. Further, a Family Advocacy Director will be hired to manage this facility @ $122,520 to include mid-point salary and employee related expenses (ERE). This cost will also be split equally among the three jurisdictions @ $40,840 per department per year. An Administrative Assistant will also be hired @ $60,000 to include mid-point salary and ERE. This cost will also be split equally among the three jurisdictions @ $20,000 per department per year. There will be a one time expense of $50,000 per department to equip this facility with computers, office equipment, furniture, phones and investigative equipment. The overall cost to the City of Avondale will be $197,363 for on-going expenses and $50,000 for one time initial set-up costs. The City of Avondale will assume all fiscal responsibilities associated with the Family Advocacy Center during its first year of operation. This is subject to review and modification after the first year of the contract based on a recommendation from the Steering Committee to the respective Councils of

each agency involved in this IGA. The resolution increases authorized staffing in the Police Department by one to accommodate the Director position. The Administrative Assistant position will be addressed on a temporary basis and the staffing authorization will be addressed in the FY08-09 budget if it proves to be warranted.

BUDGETARY IMPACT:

The total projected annual budget for the Family Advocacy Center is $592,091 in ongoing costs and $150,000 in one-time costs for a total budget of $742,091 in Fiscal Year 2007-08. The Fiscal Year 2007-08 budget did not contemplate that Avondale would be the fiscal agent for the Intergovernmental Agreement for the Family Advocacy Center; as a result, the City's budget does not have the necessary spending authority, and needs to be modified to fully account for the revised agreement. Additional expenditure appropriation in the amount of $472,091 needs to be transferred from unanticipated revenues (fund 209) to a new special revenue fund (Family Advocacy Center Fund), and transfer expenditure appropriation in the amount of $270,000 from the General fund (101) to a new special revenue fund (Family Advocacy Center Fund). In addition, a cash transfer of $247,364 from the General Fund (101) to the Family Advocacy Center Fund will be required. This will establish the spending authority in the amount of $742,091 ($270,000 in the current budget plus the additional $472,091). The City will receive additional revenues as a result of the IGA from Goodyear and Buckeye projected to total $494,727 for Fiscal year 2007-08. Therefore, there will be no negative effect on the City's FY 2007-08 budget. The approval of this IGA will require an additional $42,363 (plus any compensation increases or other inflationary increases) on-going supplemental request to continue the program in Fiscal Year 2008-09 (the City currently has $155,000 budgeted on an on-going basis to fund the program).

RECOMENDATION:

Staff recommends that the City Council adopt a resolution approving an amended and restated Intergovernmental Agreement (IGA) between the cities of Avondale, Goodyear and Buckeye creating a regional Family Advocacy Center (FAC) to serve crime victims in these three cities; increasing the authorized staffing allocation in the Police Department by one; and approving a budget transfer.

ATTACHMENTS:

Click to download

- RES - 2661-707

RESOLUTION NO. 2661-707

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDED AND RESTATED 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.

WHEREAS, on March 5, 2007, the Council of the City of Avondale (the "City Council") approved Resolution 2633-307, regarding an intergovernmental agreement (the "IGA") between the City of Avondale (the "City"), the Town of Buckeye and the City of Goodyear (collectively, the Partnering Agencies") relating to the construction and operation of the Avondale, Buckeye and Goodyear Domestic Violence Victim Advocacy Center (the "Center"); and

WHEREAS, the Partnering Agencies desire to amend and restate the IGA for the purpose of re-assigning the administrative responsibilities of the Center to the City, including the responsibility for hiring employees for the Center (the "Administrative Responsibilities"); and

WHEREAS, the City desires to accept the assignment of the Administrative Responsibilities; and

WHEREAS, the City Council has been informed that the acceptance of the Administrative Responsibilities requires the addition of a full-time position to the City's administrative service in order to fully implement and execute the Administrative Responsibilities; and

WHEREAS, the City Council desires to authorize a budget transfer to fund a full-time position to fully implement and execute the Administrative Responsibilities.

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

SECTION 1. That the Amended and Restated Intergovernmental Agreement (the "Amended and Restated IGA") between the Partnering Agencies is hereby approved in the form attached hereto as Exhibit A.

SECTION 2. That a transfer of appropriations is hereby approved for the Fiscal Year 2007-08 annual budget (i) in the amount $472,091.00 from Fund 209 (Other Grants) to a new special revenue fund entitled "Family Advocacy Center Fund" and (ii) in the amount of $270,000.00 from Fund 101 (General Fund) to the Family Advocacy Center Fund.

SECTION 3. That a cash transfer in the amount of $247,364.00 is hereby approved from Fund 101 (General Fund) to the Family Center Advocacy Center Fund.

SECTION 4. That an additional full-time equivalent position is hereby authorized for Fiscal Year 2007-08 in the Family Advocacy Center Fund.

SECTION 5. 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 Amended and Restated IGA 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, July 2, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

745042.1

EXHIBIT A
TO
RESOLUTION NO. 2661-707

[Amended and Restated IGA]

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
AMENDED AND RESTATED
JULY 2, 2007

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into on the date of the last signature below, 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 Avondale 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 Avondale 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 Avondale 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. Avondale 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, Avondale 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 leased building located at 140 North Litchfield Road, Goodyear, Arizona, or other facility mutually agreeable to the Partnering Agencies (the "Initial Facility"). Avondale shall enter into a lease for the Initial Facility and shall be responsible for all necessary payments related thereto. The Partnering Agencies shall equally share in all costs related to the Initial Facility which costs shall be itemized not less than annually by Avondale, acting by and through the Center Director, and presented to Buckeye and Goodyear. All costs for furniture, equipment and supplies used at the Center shall be borne by the Partnering Agency using same. The cost for any furniture, equipment or supplies authorized by the Operations Committee to be jointly purchased for use by all Partnering Agencies (the "Joint Use Items") shall be shared equally by the Partnering Agencies.

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 Avondale 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 Avondale City Manager, as provided herein, and shall be in the classified service of Avondale. 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 Avondale City Manager regarding selection of the Center Director. After considering recommendations from the Operations Committee members participating in the selection process, the Avondale City Manager 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 Avondale regarding the Center Director's performance at the time when Avondale is preparing to conduct the Director's evaluation. Avondale agrees to consider the Operations Committee's recommendations in conducting the Center Director's performance evaluation and, in addition, Avondale 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, Avondale 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 Initial 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. Subject to the termination provisions set forth in subsection 11.1(B) below, all Joint Use Items shall be held by Avondale for the benefit of and use by all Partnering Agencies. Avondale shall not dispose of or otherwise convert any such Joint Use Items without the consent of the Operations Committee.

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. The initial Center O&M Budget is hereby approved by the parties in the form attached hereto as Exhibit A and incorporated herein by reference.

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 Avondale, acting by and through the Center Director, shall invoice each Partnering Agency on at least annually for its proportionate share of O&M and contingency contributions, if any, by July 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 Avondale will administer the financial activities of the Center as a separate special revenue fund (the "Center 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 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 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 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 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 though

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 (1) any contribution made to the annual operating, maintenance, and repair costs referenced in Section 7 of this Agreement and (2) any contributions made toward the acquisition of , or any interest in, the Joint Use Items.

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 Avondale 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 (1) contribution made to the annual operating, maintenance and repair costs referenced in Section 7 of this Agreement and (2) any contributions made toward the acquisition of, or any interest in, the Joint Use Items.

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.

[SIGNATURES ON FOLLOWING PAGES]

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

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
AMENDED AND RESTATED
JULY 2, 2007

[Initial Budget]

See following page.

Family Advocacy Center
Proposed Budget
FY 2007-08

Lease agreement	$	409,571
Director Salary and benefits		122,520
Admin. Assistant salary and benefits		60,000
Total on-going		592,091
Capital		150,000
Total Budget	$	742,091

Projected Share	Ongoing	One-time	Total
Avondale	$ 197,364	$ 50,000	$ 247,364
Goodyear	$ 197,364	$ 50,000	$ 247,364
Buckeye	$ 197,364	$ 50,000	$ 247,364
			742,091

CITY COUNCIL REPORT

SUBJECT:
Resolution 2659-707 - Implementing Measures for the MAG 2007 PM-10 Plan

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Shirley Gunther, Intergovernmental Affairs Manager (623)333-1612

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution outlining the plan to implement the nine measures in the MAG 2007 Five Percent Plan for PM – 10 for the Maricopa nonattainment area.

BACKGROUND:

The Clean Air Act requires the Environmental Protection Agency (EPA) to establish minimum standards for air quality, and assigns primary responsibility to the states to assure compliance. Under the Clean Air Act, EPA sets national standards for outdoor air quality and is directed to review the standards every five years. Areas not meeting the standards are referred to as "Nonattainment Areas" and are required to implement specified control measures.

DISCUSSION:

The Maricopa Region has failed to meet the requirements set forth in the Clean Air Act for Particulate Matter larger than 2.5 micrometers in diameter (i.e. PM-10) and must now develop and implement a Five Percent Reduction Plan or face the possibility of losing Federal Highway Funds. The plan, to be submitted to the EPA for review and approval by December 31, 2007, must reduce the annual particulate matter in the air by 5% each of the next three years. Currently, the five percent reduction target is estimated to be 4,600 tons of particulate matter (PM-10) per year. Reduction of the same amount must also occur in 2008 and 2009. If for some reason the reduction of 4,600 tons does not occur in 2007, another year will be added to the program. The Maricopa Association of Governments (MAG) has been designated as the regional air quality planning agency in Maricopa County. On March 28, 2007, the MAG Regional Council approved a "Suggested List" of Measures to Reduce PM-10 for consideration and implementation by local governments. Each agency with the authority to implement the suggested measures is being requested to make a commitment to implement the measures it deems appropriate for that jurisdiction. Staff reviewed each of the following nine suggested measures and has identified recommended action that can be undertaken over the next three years to reduce PM-10 in the City of Avondale. (The nine measures and their detailed implementation plan is attached).

Measure 1. Public Education and outreach with assistance from local governments.

Measure 22. Reduce off-road vehicle use in areas with high off-road vehicle activity

Measure 29. Sweep streets with PM-10 certified street sweepers

Measure 31. Pave or stabilize existing unpaved parking lots

Measure 32. Pave or stabilize existing public dirt roads and alleys

Measure 33. Limit speeds to 15 miles per hour on high traffic dirt roads

Measure 35. Pave or stabilize unpaved shoulders

Measure 38. Restrict vehicular use on vacant lots

Measure 39. Enhanced enforcement of trespass ordinances and codes

RECOMENDATION:

Staff recommends that the City Council approve a resolution outlining the plan to implement the nine measures in the MAG 2007 Five Percent Plan for PM – 10 for the Maricopa nonattainment area.

ATTACHMENTS:

Click to download

- RES - 2659-707 PM-10

RESOLUTION NO. 2659-707

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, COMMITTING TO CERTAIN IMPLEMENT MEASURES IN THE MAG 2007 FIVE PERCENT PLAN FOR PM-10 FOR THE MARICOPA COUNTY NONATTAINMENT AREA.

WHEREAS, the Maricopa Association of Governments ("MAG") has been designated by the Governor of Arizona as the regional air quality planning agency in Maricopa County; and

WHEREAS, the Maricopa County nonattainment area is classified as a Serious Area for PM-I0 particulate matter according to the Clean Air Act; and

WHEREAS, because the Maricopa County nonattainment area failed to attain the PM-10 standard by December 31, 2006, a plan is required to reduce PM-10 emissions by five percent per year until the standard is met; and

WHEREAS, MAG has produced a plan that includes measures to reduce PM-10 emissions by five percent per year (the "Five Percent Plan"); and

WHEREAS, ARIZ. REV. STAT. § 49-406(G) requires that each agency that commits to implement a control measure describe that commitment in a resolution adopted by the governing body which specifies (i) its authority for implementing the measure as provided in statute, ordinance, or rule, (ii) a program for enforcement of the measures (iii) and the level of personnel and funding allocated to the implementation of the measure; and

WHEREAS, the City of Avondale (the "City") is empowered to implement measures of the Five Percent Plan pursuant to Article I, Section 3 of the Avondale City Charter.

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

SECTION 1. That the City agrees to proceed with a good faith effort to implement the Five Percent Plan measures set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. That the City commits to implement the measures as scheduled and with the funding sources identified in Exhibit A. Recognizing, however, that the availability of necessary funding may depend on the funding programs or processes of various state and federal

agencies, the City agrees to consider modifications of the funding or schedules for implementation actions, if necessary.

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

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

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2659-707

[Five Percent Plan Measures]

See following pages.

Measure 1. Public Education and outreach with assistance from local governments

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Measure Description
The City of Avondale will begin an information campaign that increases the public's awareness of the PM–10 issue. The focus of the campaign will highlight what Avondale and its citizens can do to reduce airborne dust.

Responsible Agency and Authority for Implementation
Legal authority for this action is proved under A.R.S. Section 9-240, General Powers of Common Council.

Implementation Schedule
Avondale will assist Maricopa County to increase public awareness of the PM – 10 problems to Avondale residents. The city will utilize the materials and/or information developed by the County and distribute/communicate them through various methods, e.g., neighborhood outreach and HOA meetings, city webpage, Cable TV-Channel 11, citizen and employee newsletters, and stocking brochures at the City's public facilities, including the libraries.

Level of Personnel and Funding Allocated for Implementation
The Community Relations & Public Affairs Department is responsible for the city's public information and community outreach programs. Funding for the implementation of this measure will be absorbed in the department's budget allocation.

Enforcement
The measure will be enforced at the direction of the City Manager's Office and staffed and administered under the Community Relations and Public Affairs Department.

Monitoring Program
Avondale staff will track the number and type of calls received regarding dust issues to determine the effectiveness of the outreach campaign. The City will submit progress reports, when requested by outside agencies.

Copy of Ordinance, Rule or Regulation
Non Required

Measure 22. Reduce off-road vehicle use in areas with high off-road vehicle activity

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Measure Description
This measure would involve development and enforcement of ordinances or implementation of other actions to prevent or discourage off-road vehicle use in the PM-10 nonattainment area.

Responsible Agency and Authority for Implementation
Legal authority for this action is provided under A.R.S. § 9-240, General Powers of Common Council and the Avondale City Charter.

Implementation Schedule
The Avondale commits to drafting and presenting to Council no later than March 31, 2008, an ordinance that will address the dust created by the use of motorized vehicles in the river-bed areas within the City of Avondale.

Currently, the City of Avondale Police Department has been working with the County Sheriff's Office in an effort to limit vehicle access to the river-bed areas and issue citations pursuant to Arizona Trespassing Statutes.

Level of Personnel and Funding Allocated for Implementation
Funding for the implementation of this measure is determined in the city's annual budgeting process.

Enforcement
If the ordinance is approved by Council, the Avondale Police Department will enforce the measure and work with the Maricopa County Sheriff's Department when appropriate to enforce Arizona State Statutes.

Monitoring Program
If the ordinance is approved by Council, on an annual basis, the Avondale Police Department will determine the effectiveness of the regulation and continue in restricting off-road vehicle access to the riverbeds. The city will prepare and submit progress reports when requested by outside agencies.

Copy of Ordinance, Rule or Regulation
A copy of the ordinance, if adopted, will be forwarded to the Maricopa Association of Government.

Measure 29. Sweep streets with PM-10 certified street sweepers

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Measure Description
This measure would require all public paved roads in the PM-10 nonattainment area to be swept with purchased or contracted PM-10 certified street sweepers.

Effective February 2, 2005, the City of Avondale approved Resolution No. 2448-04 developing procedures to reduce re-entrained dust emissions from paved roads that experience a high level of soil deposition. Implementation of this operating procedure increased the City's frequency of sweeping for the designated areas from twice a month to once very ten calendar days, a frequency improvement of 100%.

Responsible Agency and Authority for Implementation
Legal authority for this action is provided under A.R.S. § 9-240, General Powers of Common Council and the Avondale Charter.

Implementation Schedule
Avondale's entire street sweepers are PM-10 certified. Therefore, Avondale already uses PM-10 certified street sweepers to seep all public city streets. The city will continue to use PM-10 sweepers to sweep existing public city streets.

In the event the city elects to us a private vendor to sweep public city streets, the city shall require the vendor to use P-10 certified street sweepers.

Level of Personnel and Funding Allocated for Implementation
The Field Operations Department is responsive for the city's street sweeping program. Funding for the implementation of this measure is determined in the city's annual budgeting process.

Enforcement
The enforcement function will be staffed and administered under the Field Operations Department and will be implemented administratively.

Monitoring Program
The Field Operations Department will prepare the necessary street sweeping plans, vendor requirements, and document progress mad in implementing this measure. The city will prepare and submit progress reports, when requested by outside agencies.

Copy of Ordinance, Rule or Regulation
None Required

Measure 31. Pave or stabilize existing unpaved parking lots

Measure Description
This measure would involve strengthening and proactively enforcing dust control rules or ordinances that reduce fugitive dust and PM-10 emissions from existing unpaved parking and vehicle maneuvering areas.

Responsible Agency and Authority for Implementation
Legal authority for this action is provided under A.R.S. § 9-240, General Powers of Common Council and the Avondale Charter.

Implementation Schedule
By March 31, 2008, the city will amend or adopt a city ordinance to require that parking, maneuvering, ingress and egress areas for new and existing development are maintained with paving or a stabilization method approved by the city. The city will allow a phase-in period prior to enforcing the new requirement. The phase in period will be used to educate and inform businesses and the public of the new requirement.

Level of Personnel and Funding Allocated for Implementation
Funding for the implementation of this measure is determined in the city's annual budgeting process.

Enforcement
The enforcement function will be staffed and administered und the Code Compliance Department.

Monitoring Program
The Code Compliance Department will document process made in implementing this measure. The city will prepare and submit progress reports, when requested by outside agencies.

Copy of Ordinance, Rule or Regulation
A copy of the ordinance, if passed, will be forwarded to the Maricopa Association of Government.

Measure 32. Pave or stabilize existing public dirt roads and alleys

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Measure Description
The measure would revise Rule 210.10 to require paving or stabilizing of public dirt roads that carry less than 150 vehicles per day (e.g., 50 vehicles per day).

The City of Avondale does not have any unpaved public dirt roads or unpaved alleys which allow motor vehicle access.

Responsible Agency and Authority for Implementation
N/A

Implementation Schedule
N/A

Level of Personnel and Funding Allocated for Implementation
N/A

Enforcement
N/A

Monitoring Program
N/A

Copy of Ordinance, Rule or Regulation
N/A

Measure 33. Limit speeds to 15 miles per hour on high traffic dirt roads

Measure Description
This measure would require 15 mph speed limit signs to be posted on dirt roads in the PM-10 nonattainment area that carry high traffic (e.g., 50 to 150 vehicles per day).

The City of Avondale does not have unpaved public dirt roads.

Responsible Agency and Authority for Implementation
N/A

Implementation Schedule
N/A

Level of Personnel and Funding Allocated for Implementation
N/A

Enforcement
N/A

Monitoring Program
N/A

Copy of Ordinance, Rule or Regulation
N/A

Measure 35. Pave or stabilize unpaved shoulders

Measure Description
This measure would require paving or stabilizing dirt shoulders on paved public roads that carry a high level of traffic (e.g., 2,000 vehicles or 50 heavy duty trucks per average weekday).

Responsible Agency and Authority for Implementation
Legal authority for this action is provided under A.R.S. § 9-240, General Powers of Common Council and the Avondale Charter.

Implementation Schedule
The city of Avondale will be hire a pavement management technician this fiscal year (2008) to inventory all the streets assets to assist with complying with this measure. Maintenance will be scheduled on a five-year plan and linked to the Capital Improvement Plan for funding.

Level of Personnel and Funding Allocated for Implementation
The Field Operations Department is responsible for paving or stabilizing unpaved shoulders. The city has budgeted for a new hire.

Enforcement
The Field Operations Department is responsible for implementing this measure administratively.

Monitoring Program
The Field Operations Department will monitor the situation and document progress made. The City will prepare and submit progress reports, when requested by other agencies.

Copy of Ordinance, Rule or Regulation
N/A

Measure 38. Restrict vehicular use on vacant lots

Measure Description
This measure would strengthen existing rules and ordinances that prohibit vehicle trespass on vacant land.

Responsible Agency and Authority for Implementation
Legal authority for this action is provided under A.R.S. § 9-240, General Powers of Common Council and the Avondale Charter.

Implementation Schedule
The City of Avondale currently has restrictive ordinances prohibiting parking on vacant lots;
Code 23-61 parking prohibited for certain purposes.
No person shall park a vehicle upon any public street, right-of-way or other public property for the principal purpose of:
(1) Displaying such vehicle for sale.
(2) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.
(3) Displaying advertising.
(4) Displaying commercial exhibits. (Code 1971, § 14-3-7; Ord. No. 905-03, § 5, 1-6-03)

Code 23-60 Authority to erect signs restricting parking.
The city manager, or authorized designee, may erect or cause to be erected, signs regulating, restricting, or prohibiting parking in any way the city manager deems necessary to preserve the health, safety, and general welfare of the public. When such signs are erected, no person shall stop or stand a vehicle in disobedience to such signs. (Code 1971, § 14-3-4; Ord. No. 905-03, § 4, 1-6-03)

Level of Personnel and Funding Allocated for Implementation
The Avondale Police Department is responsible for enforcing the Code.

Enforcement
This measure will continue to be enforced by ordinance. The enforcement funding will be staffed and administered under the Police Department and Code Enforcement.

Monitoring Program
The City will prepare and submit progress reports, when requested by other agencies.

Copy of Ordinance, Rule or Regulation
A copy of the ordinance will be forwarded to the Maricopa Association of Government.

Measure 39. Enhanced enforcement of trespass ordinances and codes

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Measure Description
The measure would increase the enforcement of vehicular trespass ordinances and codes for vacant lots.

Responsible Agency and Authority for Implementation
Legal authority for this action is provided under A.R.S. § 9-240, General Powers of Common Council and the Avondale Charter.

Implementation Schedule
The Avondale Police Department currently works collaboratively with Maricopa County Sherriff's Office to enforce state Statutory Trespassing laws.

Level of Personnel and Funding Allocated for Implementation
The Police Department is responsible for enforcing trespassing on private property. Funding will be made available during the annual budgeting process.

Enforcement
This measure will be enforced by ordinance and Arizona trespassing laws.

Monitoring Program
The Avondale Police Department will document progress made in implement this measure. The city will prepare and submit progress reports, when requested by outside agencies.

Copy of Ordinance, Rule or Regulation
N/A

CITY COUNCIL REPORT

SUBJECT:
Resolution 2660-707 - Setting the Property Tax Levy - fiscal year 2007-2008

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution setting the property tax levy for fiscal year 2007-2008, in the amount of $5,883,430.

DISCUSSION:

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 18, 2007 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the West Valley View on June 1st and June 5th. Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the 2007-2008 fiscal year. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is $1,796,240. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is $0.4058 per $100 of assessed valuation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at $4,087,190. The secondary property tax rate is $0.7634 per $100 of assessed valuation. The total estimated tax rate for fiscal year 2006-2007 is $1.1692 per one-hundred dollars of assessed valuation, which maintains a level tax rate from fiscal year 2006-2007 ($1.1692). The total tax levy is $5,883,430.

BUDGETARY IMPACT:

The property tax levy supports the adopted FY 2007-08 Annual Budget.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution setting the primary and secondary property tax levies for fiscal year 2007-2008, in the amount of $5,883,430.

ATTACHMENTS:

Click to download

- RES - 2660-707

RESOLUTION NO. 2660-707

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2008.

WHEREAS, the Council of the City of Avondale is required by ARIZ. REV. STAT. §42-17253 to adopt an annual tax levy based upon the rate to be assessed per each one hundred dollars ($100.00) of valuation of property within the City; and

WHEREAS, the property taxpayers of the City of Avondale (the "City") have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2007-2008 is required to be finally adopted on or before the third Monday in August and not less than fourteen days after adoption of the municipal budget; and

WHEREAS, the City's annual budget was adopted at a meeting of the City Council held on June 18, 2007, at least fourteen days prior to the hearing date for this Resolution No. 2660-707; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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

SECTION 1. That there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of $1,796,240, the maximum levy allowed by law for the fiscal year ending on June 30, 2008.

SECTION 2. That, in addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of $4,087,190 for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2008.

SECTION 3. That, failure by the county officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed of sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. That the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Assessor and the Maricopa Board of Supervisors.

SECTION 5. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

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

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

744608.1

CITY COUNCIL REPORT

SUBJECT:
Public Hearing - Del Rio Ranch 2 Annexation

MEETING DATE:
July 2, 2007

TO: Mayor and Council

FROM: Carmen Martinez, Deputy City Clerk (623)333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council conduct a public hearing regarding the proposed annexation of 36.35 acres of land generally located west of El Mirage Road between Buckeye and Lower Buckeye Roads.

BACKGROUND:

On February 16, 2007, Teresa Evidente of Coe & Van Loo on behalf of Triple G Farms, LLC submitted a request for the annexation of 36.65 acres of land located west of El Mirage Road between Buckeye and Lower Buckeye Roads.

The property is contiguous to existing city limits on two sides, is currently zoned Rural-43 by Maricopa County and will be designated AG (Agriculture) upon annexation. Following the annexation staff will process an application to rezone the property to PAD (Planned Area Development) for development as part of the Del Rio Ranch Development. The annexation will reduce a county island.

In accordance with state statutes, the Council must hold a public hearing on this proposed annexation. The notice of this hearing and the pending annexation have been published in the West Valley View and posted on the property as required by State statutes. No comments have been received from the public. Adoption of the annexation ordinance by the City Council is scheduled for the regular meeting of July 16 2007.

RECOMENDATION:

Staff recommends that Council hold a public hearing on the proposed annexation as required by law.

ATTACHMENTS:

Click to download

- Annexation Request
- Map and Legal Description
- Photos of annexation postings

PROJECT: Petition for Annexation of a 36.65-acre property

APPLICANT: Coe & Van Loo Consultants, Inc.
4550 N. 12th Street
Phoenix, AZ 85014
(602)285-4903
Contact: Teresa H. Evidente
Email: tevidente@cvlci.com

PROPERTY OWNERS: Triple G Farms, LLC
29115 W. Broadway Road
Buckeye, AZ 85326

PROJECT DESCRIPTION:

This request is to incorporate that portion of that part of Section 14, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County into the corporate limits of the City of Avondale. The subject annexation area is comprised of approximately 36.65 acres of land generally located west of El Mirage Road between Buckeye Road (MC 85) and Lower Buckeye Road. The Agua Fria River is found at the western vicinity of the property.

The property is currently zoned as County Rural-43. Upon annexation, the property will be designated as Multi-Family Residential with a maximum permitted density of 12+du/ac, and a target density of 4 du/ac. A concurrent application to rezone the property to PAD (Planned Area Development) has been submitted to The City of Avondale for review and approval.

The surrounding land use and zone use are as follows:
North: Vacant. R-43 and PAD
South: Residential, PAD
East: Residential, PAD
W: Undeveloped, R-43

LEGAL DESCRIPTION OF THE PROPERTY:

A portion of that part of Section 14, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, abandoned by the State of Arizona to Maricopa County per Resolution 91-07-A-58 recorded July 26, 1991 at Document No. 91-346573 and formally conveyed by that certain Quit Claim Deed recorded on March 10, 2004 at Document No. 2004-0248283, Maricopa County Recorder, said portion being described as follows:

Commencing at the North Quarter Corner of said Section 14;

Thence South 00 degrees 20 minutes 06 seconds East, a distance of 340 feet along the mid section line to a Maricopa County Department of Transportation (MCDOT) Brass Cap and the Point of Beginning;

Thence North 89 degrees 42 minutes 27 seconds East, a distance of 990.25 feet to a MCDOT Brass Cap;

Thence South 00 degrees 08 minutes 26 seconds East, A distance of 1,021.39 feet to a MCDOT Brass Cap;

Thence North 89 degrees 34 minutes 25 seconds West, a distance of 329.09 feet to a 1/2″ rebar with cap;

Thence South 00 degrees 12 minutes 49 seconds East, a distance of 905.27 feet to a 1/2″ rebar with cap;

Thence North 89 degrees 09 minutes 56 seconds West, a distance of 655.94 feet to a 1/2″ rebar with cap;

Thence North 00 degrees 20 minutes 06 seconds West, a distance of 1,909.63 feet to the Point of Beginning.

Containing 36.655 Acres, Gross, more or less.

This legal description is a transcription of a parcel of land entitled Exhibit “A”, Legal Description of Excess Land, as recorded in a Quit Claim Deed, recorded in Document No.2006-0297654, Maricopa County Records, Maricopa County, Arizona. No field work was performed by Coe & Van Loo Consultants, Inc. in the preparation of this legal description.

ASSESSORS PARCEL NUMBERS:

500-40-007F, 500-40-007D, 500-40-004B and 500-40-005L.

CURRENT LAND USES OF ALL PARCELS, IDENTIFY ALL EXISTING STRUCTURES AND INFRASTRUCTURE:

The proposed annexation area is currently utilized for agricultural purposes. There are no existing structures within the property.

SURROUNDING LAND USE:

A scrutiny of the land profile yields an area primarily intended for residential purposes. Existing land use patterns within the vicinity of the property are predominantly typified by residential use consequent to the intent of the General Plan. Existing residential developments in the general vicinity include Diamond Ride Place, Cambridge Estates and Field Crest to the east, Regal Rio Vista Estates, Cantada Ranch, Estrella Loma's and Rio Vista West to the south, Sanctuary at Avondale to the southeast of the property

EXISTING INFRASTRUCTURE:

WATER: The property is currently undeveloped. A distribution network will be required to provide adequate water flow to the area. The nearest tie-in point to the existing City of Avondale water distribution network is to a 12-inch water main located along El Mirage Road along the east boundary of the project, and a 12'' line in Durango street.

SEWER: There are no existing onsite sewer facilities at this time. The proposed annexation area will be sewered through a system of gravity sewers. A wastewater lift station located in the south west corner of the proposed school site will be required to serve the development. It cannot be served by gravity to the existing system in Lower Buckeye Road. Wastewater produced by Del Rio Ranch Phase 3 will be collected by proposed 8-inch diameter sewer lines connected to a lift station located in South west corner of the school area east of the Agua Fria River. The ultimate pumping capacity is approximately 0.73 mgd = 508 gpm. This lift station will be constructed as part of the Del Rio Ranch Phase 3 development and will be placed in a 100' x 100' parcel. Access to the lift station site will be from 127th Avenue and Rio Vista Lane. Dual 6-inch force mains will discharge pumped sewage to the existing 36" interceptor in Lower Buckeye Road. Final sewer alignments may vary at final design stage.

Flows will then be pumped to the existing system in Lower Buckeye Road. All flows will be treated at the City's Wastewater Treatment Facility (WWRF).

ROADWAYS: Regional access to the site can be gained from I-10 and through north-south arterial roadways such as Avondale Boulevard and Dysart Road. Buckeye Road and Lower Buckeye Road will provide east-west access to the site while 125th Avenue, an existing collector roadway, will be extended as part of the development. It will run north from Lower Buckeye Road to intersect with Durango Street and will continue north to intersect with Buckeye Road. An internal network of local roads will be constructed to provide access between the residential parcels and the collector and arterial roadways.

PROPOSED LAND USE:

The subject annexation area shall be utilized for residential purposes. Approximately 130 single-family residential homes are anticipated to be constructed on the subject property.

CONSTRUCTION SCHEDULE:

The subject annexation area is anticipated to be developed in one phase. Construction is anticipated to commence in the second quarter of the calendar year 2008. The ultimate development schedule is contingent upon the prevailing market and economic conditions, absorption rates and industry factors at the time of consideration.

ESTIMATE OF EXPECTED POPULATION BY RACE:

The proposed annexation area is anticipated to introduce an additional 416 residents to the existing population base. It is not feasible to estimate the expected population by race/Hispanic origin at this time.

PROJECTED PURCHASE COST PER UNIT:

The projected purchase cost of each unit may range from approximately $150,000 to $350,000. Prices are subject to change due to market demand and other economic and development considerations.

LETTER OF AUTHORIZATION:

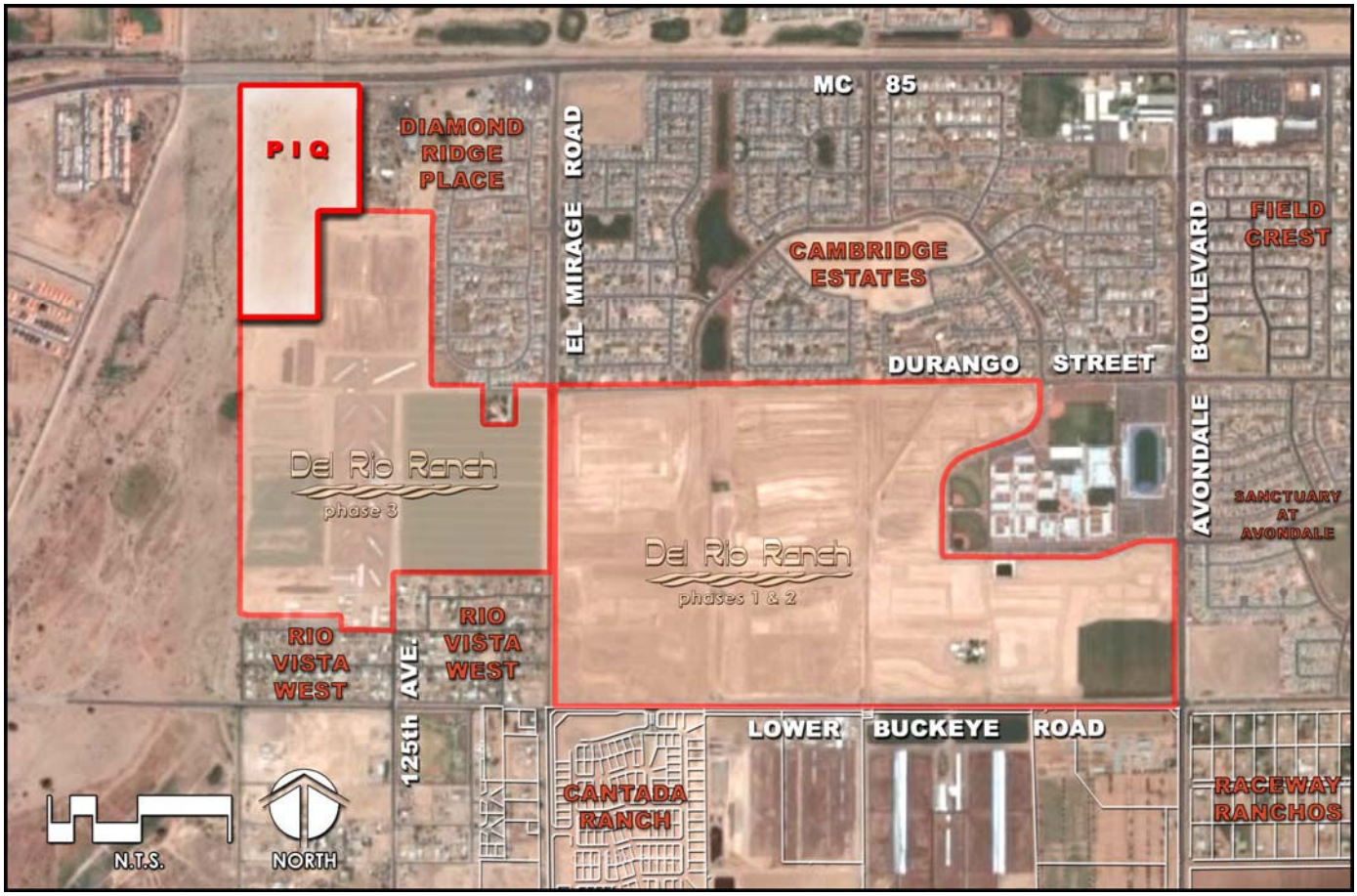
A letter of authorization is included in this application.

SUMMARY:

The annexation of the subject area is consistent with the policies of the City of Avondale for annexation. The property is contiguous with the existing City boundaries and meets all applicable requirements of law. As proposed, approximately 2,911.32 feet of the total 5811.24 feet or four sides of the property are contiguous to the existing City limits.

The petitioners own more than 50% of the landowners in the proposed annexation area.

VICINITY MAP:



PIQ – Property in Question

February 14, 2007

LEGAL DESCRIPTION FOR
MC85 AND AGUA FRIA RIVER

A portion of that part of Section 14, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, abandoned by the State of Arizona to Maricopa County per Resolution 91-07-A-58 recorded July 26, 1991 at Document No. 91-346573 and formally conveyed by that certain Quit Claim Deed recorded on March 10, 2004 at Document No. 2004-0248283, Maricopa County Recorder, said portion being described as follows:

Commencing at the North Quarter Corner of said Section 14;

Thence South 00 degrees 20 minutes 06 seconds East, a distance of 340 feet along the mid section line to a Maricopa County Department of Transportation (MCDOT) Brass Cap and the Point of Beginning;

Thence North 89 degrees 42 minutes 27 seconds East, a distance of 990.25 feet to a MCDOT Brass Cap;

Thence South 00 degrees 08 minutes 26 seconds East, A distance of 1,021.39 feet to a MCDOT Brass Cap;

Thence North 89 degrees 34 minutes 25 seconds West, a distance of 329.09 feet to a 1/2″ rebar with cap;

Thence South 00 degrees 12 minutes 49 seconds East, a distance of 905.27 feet to a 1/2″ rebar with cap;

Thence North 89 degrees 09 minutes 56 seconds West, a distance of 655.94 feet to a 1/2″ rebar with cap;

Thence North 00 degrees 20 minutes 06 seconds West, a distance of 1,909.63 feet to the Point of Beginning.

Containing 36.655 Acres, Gross, more or less.

This legal description is a transcription of a parcel of land entitled Exhibit "A", Legal Description of Excess Land, as recorded in a Quit Claim Deed, recorded in Document No.2006-0297654, Maricopa County Records, Maricopa County, Arizona. No field work was performed by Coe & Van Loo Consultants, Inc. in the preparation of this legal description.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed 2/14/07
ARIZONA, U.S.A.

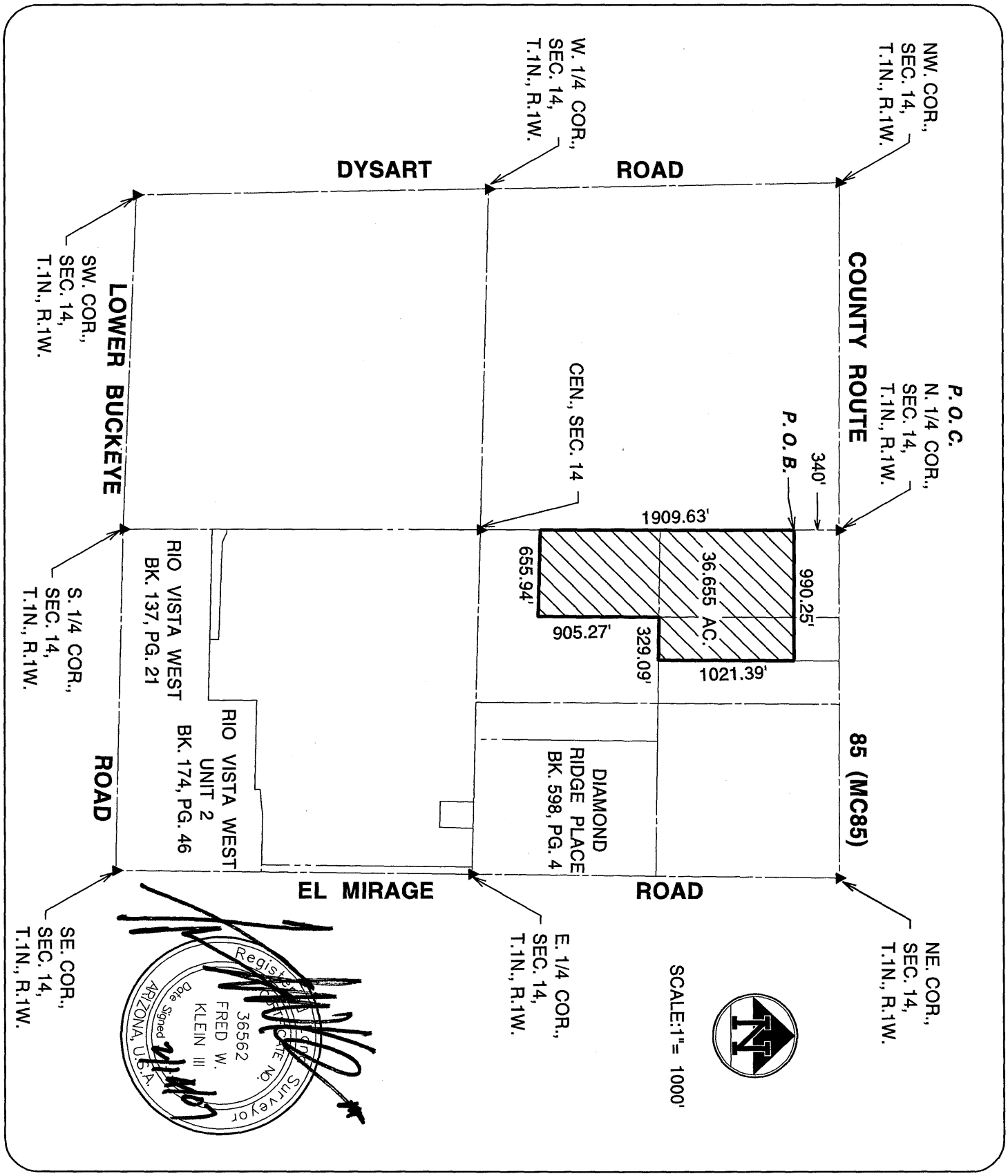


EXHIBIT	MC85 AND AGUA FRIA RIVER	JOB NO
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4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

PUBLIC NOTICE
Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, July 2, 2007 at 7:00 p.m. to discuss the proposed annexation of a portion of that part of Section 14, Township 1 North, Range 1 West of the Gila and Salt River Base Meridian, Maricopa County, Arizona, abandoned by the State of Arizona to Maricopa County per Resolution 91-07-A-58 recorded July 26, 1991 at Document No. 91-346573 and formally conveyed by that certain Quit Claim Deed recorded on March 10, 2004 at Document 2004-0248283, Maricopa County Recorder (36.65 acres of land generally located west of El Mirage Road between Buckeye Road (MC 85) and Lower Buckeye Road). For additional information please call the City Clerk's Office at 623-333-1200. This meeting will be held in the Council Chambers,11465 W Civic Center Drive in Avondale.
Published in the West Valley ViewJune 26 and 29, 2007.
06/21/07

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