

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**December 3, 2007**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

**1 ROLL CALL BY THE CITY CLERK**

**2 PHOTO SPEED ENFORCEMENT UPDATE**

Staff will provide Council with a summary of the photo speed enforcement program for the first six-month trial period. For information, discussion and direction.

**3 WORK SESSION – DESIGN MANUALS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY RESIDENTIAL, AND SINGLE-FAMILY RESIDENTIAL DEVELOPMENT**

The City Council is being asked to review the Commercial Design Manual and Residential Design Manual and provide direction to staff pertaining to its content, goals and objectives to increase the development expectations in Avondale. For information, discussion and direction.

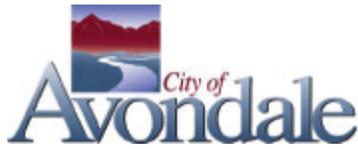
**4 ADJOURNMENT**

Respectfully submitted,

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

Linda Farris, CMC  
City Clerk

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



# CITY COUNCIL REPORT

**SUBJECT:**  
Photo Speed Enforcement Update

**MEETING DATE:**  
December 3, 2007

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

**PURPOSE:**

The purpose of this report is to provide Council with a summary of the photo speed enforcement program for the first six-month trial period.

**BACKGROUND:**

On February 20, 2007, Mayor and Council approved the recommendation to deploy a photo speed enforcement van at different locations throughout the City of Avondale for the purpose of:

- Reducing the number traffic collisions
- Responding to citizen complaints of speeding vehicles
- Increasing driver awareness of their speed, thus improving traffic safety.

ATS was selected as the contract vendor for the City and a six-month trial period commenced on June 1, 2007. As part of the trial period, the Police Department stated that it would present a report to the Council at the end of the first six months, and provide recommendations regarding whether or not to continue the program.

**DISCUSSION:**

The photo speed enforcement program is being evaluated on the number of motor vehicle collisions and the number of speed violations reported between June 1, 2007 and October 31, 2007. Beginning in May 2007 ATS began issuing warnings for speeding violations. At the end of this 30-day warning period, a total of 314 warning citations were issued to vehicles traveling at least 10 miles over the speed limit. Citations were issued to violators beginning on June 1, 2007.

**Court Disposition**

Based on data provided by the Court Administrator 1264 of the 2124 photo speed citations issued are in the Avondale City Court system. The remaining citations are in the process of being reviewed. 723 of the 1264 citations are still in court processing and have not been adjudicated. 159 remaining citations have been paid; 204 defendants have attended Defensive Driving School, 166 have been dismissed by officers or the court. There have been 12 scheduled court hearings of which 4 have actually went to court. One was dismissed due to a procedural problem, two were found responsible and have been fined, and one is on appeal to Superior Court.

**Radar Van Deployment**

Locations for the deployment of the radar van were determined by the following factors: accident rates, input from Traffic Bureau officers, and citizen complaints. The radar van was deployed at more than 30 high visibility sites throughout the City, to serve as a deterrent and to increase driver awareness. The hours of deployment for the photo speed van were 7:00 AM to 3:00 PM Monday through Friday.

During the trial period, 85% of the deployment sites were a combination of arterial streets and complaint areas with 10,000 vehicles per day. The photo enforcement van was deployed in school zones for the remaining 15% of the enforcement time.

### Review of Violation Types

During this trial period, 2,124 speeding citations were issued. Citations are issued when drivers exceed the posted speed limit by 10 mph on arterial streets and 4 mph in school zones.

- The highest number of citations (865) were issued in the area of Friendship Park near 119th Lane and McDowell Road
- A significant number of citations were issued in the areas of Eighth Street and Washington (179), and 107th Ave and Earl Drive (268).
- Of the 80 speeding citations issued at various school zones, the highest numbers of speeding citations (36) were issued at the school zone on Western Avenue at 3rd Street.

### Public Awareness Campaign

The Police Department, in conjunction with the Public Information Office, made a concerted effort to inform the community about the photo speed enforcement program. This included a press conference where the media was invited to view a presentation of the speed enforcement van. Both the vendor and staff were available to answer questions about the program. The launch of the photo speed enforcement program received considerable coverage in the print media, and TV coverage by a news station.

Additionally, information about the program is publicized on the Police Department website, including enforcement areas where the radar van is deployed.

### Review of accidents in the area of photo radar van deployment sites

Staff reviewed the number of accidents near the photo radar deployment sites, comparing the trial period in 2007 to the same period in 2006, to determine whether photo radar had an impact on the accident rate.

- There was a decrease in the number of traffic accidents within a ½ mile radius of deployment sites on 107th Avenue near UTI. There were 53 traffic accidents in 2006 and 22 traffic accidents in 2007 which equates to a 58% decrease in the number of traffic accidents in this area.
- There was a decrease in the number of traffic accidents on McDowell near Friendship Park. In 2006 there were 5 accidents and in 2007 there was 1 traffic accident which equates to an 80% decrease in the number of traffic accidents.
- The number of traffic accidents on 107th Avenue approaching Indian School south bound rose from 2 accidents to 4 accidents which equates to 100% increase in the number of traffic accidents in this area.
- The number of traffic accidents within ½ mile of the roadway where photo speed vans were deployed decreased by 13.45% in the trial period.
- City wide accident rates increased 3.97% during the trial period. In 2006 there were 605 traffic accidents in the City and there were 629 in 2007.

### Accident Rates:

TOTALS	2006	2007	CHANGE
1/4 Mile Along Photo Speed Roadways	168	152	-9.52%
1/2 Mile Along Photo Speed Roadways	290	251	-13.45%
1/4 Mile Around Photo Speed Locations	133	133	0.00%
1/2 Mile Around Photo Speed Locations	351	344	-1.99%
3/4 Mile Around Photo Speed Locations	491	496	1.02%
City Wide	605	629	3.97%

## **Other Highlights**

- No formal complaints have been received regarding the use of photo speed cameras yet 3 citizens cited by the photo enforcement camera called in support of the program.
- During the time period photo speed has been deployed, Avondale Officers have issued 747 speeding citations compared to 2,124 citations issued by one photo speed van.

## **BUDGETARY IMPACT:**

No Financial Impact on the City

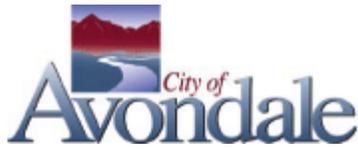
## **RECOMENDATION:**

- Extend the six-month trial period for photo speed enforcement for another six months.
- Extend the hours of deployment from 2:00PM to 10:00PM during the remaining six month trial period for photo speed enforcement. This recommendation will require an additional speed enforcement van to be deployed.
- Continue to monitor the overall impact of photo-enforcement at deployment sites relative to the collisions and citations issued.
- Staff will return at the end of six months to provide updates to Council on the status of the photo speed program.

## **ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# DEVELOPMENT SERVICES

**SUBJECT:**

Work Session – Design Manuals for Commercial, Industrial, Multi-Family Residential, and Single-Family Residential Development

**MEETING DATE:**

December 3, 2007

**TO:** Mayor and Council

**FROM:** Brian Berndt, Development Services Director 623-333-4011

**THROUGH:** Charlie McClendon, City Manager

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**REQUEST: PURPOSE AND ACTION REQUESTED:** The proposed Design Manuals will create a set of standards and expectations for architectural quality, site design, and landscaping for new development and re-development within the City of Avondale. The City Council is being asked to review the two Design Manuals attached and provide direction to staff pertaining to its content, goals and objectives to increase the development expectations in Avondale.

**SUMMARY OF REQUEST:**

**BACKGROUND:** This is a city initiative to improve the level of quality for future development within the City of Avondale. These draft design manuals are intended to compliment existing ordinances and city policies, enhance new development in the city, and keep pace with the rising expectations of the City Council, Planning Commission, staff, and citizens alike.

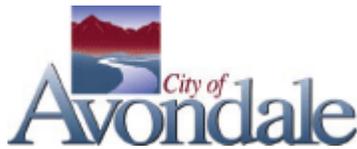
**DISCUSSION:** The goal in preparing these documents is to elevate the prominence of development occurring in Avondale by clearly stating the City's expectations for new projects through detailed text and illustrative graphics. Additionally, a well written manual with graphics and pictures will increase the level of communication with the development community by clearly articulating the Council's goals and objectives. Staff has researched other cities in the Valley and has found that a majority of these municipalities rely on design guidelines, a design manual, or other derivative to improve the level of development in their cities. Included amongst the cities that are currently using similar documents are Scottsdale, Tempe, Gilbert and Goodyear, and Glendale. Staff's objective is to ensure that all aspects of site design, circulation, open space, safety, landscaping, architecture, house product and building location are addressed by these documents. Staff has also engaged the development community, Arizona Homebuilder's Association, and Valley Partnership in this process.

**REQUIRED ACTION:** Staff will make a presentation intended to highlight the contents of the draft documents and provide differences between designs. The City Council should use this presentation as the basis to discuss quality design, Council's expectations for new development, and provide staff with further direction pertaining to the next steps. No action is required.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
December 3, 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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)**

a. Recognition of Dixie Hunt on the occasion of her retirement

**3 UNSCHEDULED PUBLIC APPEARANCES**

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

**4 CONSENT AGENDA**

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

a. APPROVAL OF MINUTES

- a. Work Session of November 19, 2007
- b. Regular meeting of November 19, 2007

b. RESCHEDULE COUNCIL MEETINGS - MARTIN LUTHER KING DAY AND PRESIDENTS DAY

Staff is requesting that Council approve the rescheduling of the January 21, 2008 Council meeting to Tuesday, January 22, 2008 in observance of Martin Luther King Day and the February 18, 2008 Council meeting to Tuesday, February 19 2008 in observance of President's Day and authorize the City Clerk to publish a notice of the meeting date changes. The Council will take appropriate action.

c. CONTRACT RENEWAL FOR PRINTING SERVICES - BRIO GROUP DESIGN LLC

Staff is requesting that Council approve the renewal of a contract with Brio Group Design, LLC for the printing of the City's business cards, letterhead and envelopes. The Council will take appropriate action.

d. AWARD A CONSTRUCTION CONTRACT TO PIERSON CONSTRUCTION CORPORATION FOR 4TH STREET IMPROVEMENT PROJECT

Staff is requesting that the City Council award a construction contract to Pierson Construction Corporation. for the construction of water and paving improvements for 4th Street between Lower Buckeye Road and Western Avenue, in the amount of \$1,570,370.80 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. AWARD A CONSTRUCTION CONTRACT FOR THE MODIFICATION TO WATER CONTROL STRUCTURES AT THE CRYSTAL GARDENS WETLANDS,

Award a contract to Quest Civil Constructors, Inc. to modify the existing water control structures at the Crystal Gardens Wetlands for an amount not to exceed \$174,740.00.

**f. ORDINANCE 1281-1207 - ACCEPTANCE OF A RIGHT OF WAY LICENSE FOR ROADWAY IMPROVEMENTS WITHIN USA FEE PROPERTY ALONG EL MIRAGE ROAD AND DURANGO STREET WITHIN THE DEL RIO RANCH SUBDIVISION.**

The City Council will consider an ordinance accepting a Right of Way License for the use of USA fee property along El Mirage Road and Durango Street within the Del Rio Ranch subdivision and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation. The Council will take appropriate action.

**g. RESOLUTION 2706-1207 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT – CITY OF GOODYEAR –**

The City Council will consider a resolution authorizing an intergovernmental agreement with the City of Goodyear for intersection improvements at Van Buren Street and Dysart Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. ORDINANCE 1280-1207 TEMPORARY DRAINAGE EASEMENT RELATED TO THE 9TH STREET IMPROVEMENTS**

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a temporary drainage easement that is necessary to facilitate the paving of the 9th Street from Western Avenue to Riley Drive, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation. The Council will take appropriate action.

**i. ORDINANCE 1278-1207 AUTHORIZING SALE OF REAL PROPERTY**

The Council will consider Ordinance 1278-1207 authorizing the sale of approximately .07 acres of vacant real property along the east side of Avondale Boulevard, north of Van Buren Street. The Council will take appropriate action.

**5 PUBLIC HEARING AND ORDINANCE 1282-1207 AMENDING WATER AND WASTEWATER USER CHARGES.**

The Council will hold a public hearing and will consider an ordinance amending water and wastewater user charges. The Council will take appropriate action.

**6 EXECUTIVE SESSION**

- a.** The Council may hold an executive session pursuant to ARIZ. REV. STAT§ 38-431.03 (3) for discussion and consultation for legal advice with the city attorney regarding (i) zoning issues and (ii) a possible economic development agreement.

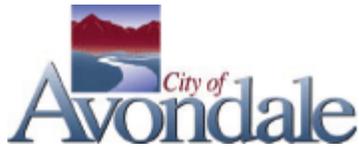
**7 ADJOURNMENT**

Respectfully submitted,



Linda Farris, CMC  
City Clerk

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



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2696-1107 Recognition of Dixie Hunt on the occasion of her retirement.

**MEETING DATE:**

December 3, 2007

**TO:** Mayor and Council

**FROM:** Carmen Martinez

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Recognition of Dixie Hunt of occasion of her retirement.

**ATTACHMENTS:**

Click to download

 [Resolution 2696-1107 Dixie Hunt](#)

*Resolution No. 2696-1107*

*A Resolution of the Council of the City of Avondale, Arizona, honoring  
Dixie Hunt for eight years of dedicated service to the City of Avondale.*

*Whereas, on December 11, 1999, Dixie Hunt began her career with the City of Avondale  
as the Records Clerk for the City Clerk's Office; and*

*Whereas, Dixie has always been kind, nurturing and generous; and*

*Whereas, fellow employees have embraced Dixie as a friend; and*

*Whereas, it has always been a pleasure to work with Dixie; and*

*Whereas, Dixie has demonstrated integrity and professionalism to all; and*

*Whereas, Dixie has faithfully served the City during periods of transition and growth; and*

*Whereas, the City Council wishes to express its appreciation for her hard work, dedication and years  
of service; and*

*Whereas, the City Council wishes to honor Dixie Hunt on the occasion of her retirement after  
eight years of exemplary service to the citizens and employees of Avondale.*

*Now, Therefore, be it Resolved by the Council of the City Of Avondale, Arizona, that the  
City of Avondale does hereby thank Dixie Hunt for her eight years of loyal, dedicated service to the City  
of Avondale and its citizens.*

*Passed and Adopted by the Council of the City of Avondale, November 5, 2007.*

\_\_\_\_\_  
*Marie Lopez Rogers, Mayor*

\_\_\_\_\_  
*Vice Mayor Wolf*

\_\_\_\_\_  
*Council Member Lynch*

\_\_\_\_\_  
*Council Member Earp*

\_\_\_\_\_  
*Council Member Buster*

\_\_\_\_\_  
*Council Member Scott*

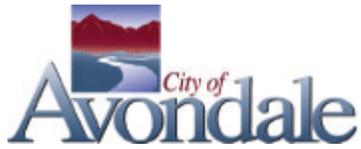
\_\_\_\_\_  
*Council Member Weise*

*Attest:*

*Approved as to Form:*

\_\_\_\_\_  
*Linda M. Farris, City Clerk*

\_\_\_\_\_  
*Andrew J. McGuire, City Attorney*



# CITY COUNCIL REPORT

**SUBJECT:**  
Approval of Minutes

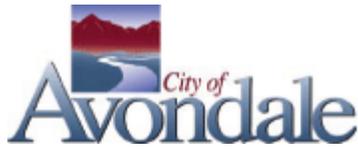
**MEETING DATE:**  
December 3, 2007

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
RESCHEDULE COUNCIL MEETINGS - MARTIN  
LUTHER KING DAY AND PRESIDENTS DAY

**MEETING DATE:**  
December 3, 2007

**TO:** Mayor and Council  
**FROM:** Linda Farris, City Clerk (623)333-1211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that Council approve the rescheduling of the January 21, 2008 Council meeting to Tuesday, January 22, 2008 in observance of Martin Luther King Day and the February 18, 2008 Council meeting to Tuesday, February 19 2008 in observance of President's Day and authorize the City Clerk to publish a notice of the meeting date changes.

**BACKGROUND:**

The Council meetings scheduled for Monday, January 21, 2008 and Monday February 18, 2008 fall on legal holidays. Staff is requesting Council authorization to reschedule these meetings to the following Tuesdays and publish this change in accordance with the City Charter.

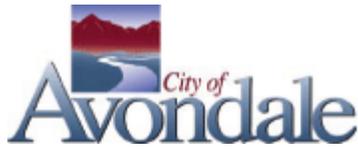
**RECOMENDATION:**

Staff recommends the Council approve this request to reschedule the January 21, 2008 Council meeting and the February 18, 2008 Council meeting in observance of Martin Luther King Day and Presidents' Day respectively.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Contract Renewal for Printing Services - Brio Group  
Design LLC

**MEETING DATE:**  
December 3, 2007

**TO:** Mayor and Council  
**FROM:** Linda Farris, City Clerk (623)333-1211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting City Council approval of a contract renewal with Brio Group Design, LLC for the printing of the City's business cards, letterhead and envelopes.

**BACKGROUND:**

In November of 2006, City Staff advertised and received bids for the printing of the City's business cards, letterhead and envelopes. Two bids were received and Brio Group Design, LLC was determined to be the lowest responsible bidder.

A contract was subsequently executed. At the time it was not expected that the contract would exceed \$50,000 over the life of the contract, however, to date, the City has paid close to \$38,000 to Brio Group for the printing of stationary with each department paying for their proportional amount.

The original contract was executed for one year with the ability to renew for five subsequent years. It is now time to renew that contract and due to the expenditures to date, it has been determined that Council approval should be obtained.

This contract is exclusively for the printing of stationary - business cards, letterhead and envelopes. At the November 17, 2007 meeting Council approved a contract for printing services for the City's other publications.

**RECOMENDATION:**

Staff is requesting council approval of the contract renewal with Brio Group for the printing of the City's stationary (letterhead, business cards and envelopes).

**ATTACHMENTS:**

Click to download

[Amendment](#)

**FIRST AMENDMENT  
TO THE  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
BRIO GROUP DESIGN, LLC**

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT (this “First Amendment”) is made as of November 28, 2007, between the City of Avondale, an Arizona municipal corporation (“City”), and Brio Group Design, LLC, an Arizona limited liability company (“Consultant”).

RECITALS

- A. The City issued a Request for Proposals (the “RFP”) seeking proposals from Consultants for printing services.
- B. The Consultant responded to the RFP and the City and Consultant entered into a Purchase Agreement dated December 6, 2006, for the contract for printing services (the “Agreement”).
- C. The City and the Consultant desire to extend the term of the Agreement for one year.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement shall be extended by one year from December 6, 2007, until December 6, 2008.
2. Compensation. The Consultant’s total compensation under the Agreement shall not exceed \$50,000.00, as consideration for the Services for the time period covered by the extended term.
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 First Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This First Amendment and the Agreement 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”**

BRIO GROUP DESIGN, LLC, an Arizona  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) SS.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_ 2007,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

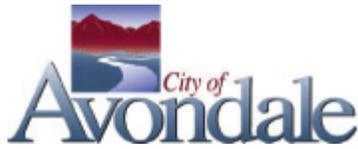
\_\_\_\_\_  
STATE OF ARIZONA        )  
  ) SS.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2007,  
by \_\_\_\_\_ as \_\_\_\_\_  
of BRIO GROUP DESIGN, LLC, an Arizona limited liability company, on behalf of such  
corporation.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_



# CITY COUNCIL REPORT

**SUBJECT:**  
Award a Construction Contract to Pierson Construction Corporation for 4th Street Improvement Project

**MEETING DATE:**  
December 3, 2007

**TO:** Mayor and Council  
**FROM:** Dave Fitzhugh, P.E., Interim City Engineer, 623-333-4211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Pierson Construction Corporation. for the construction of water and paving improvements for 4th Street between Lower Buckeye Road and Western Avenue, in the amount of \$1,570,370.80 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The approved 2007-2008 Capital Improvement Program (CIP) included two projects (street paving and water line replacement) affecting 4th Street between Western Avenue and Lower Buckeye Road. (See vicinity map). A professional services contract with Kimley Horn and Associates was approved by Council on December 18, 2006 and amended three times (February 5, August 27, and October 15, 2007) to provide construction contract documents for the projects.

This project will install new waterlines in 4th Street to replace the existing shallow waterlines. There will also be new fire hydrants and water service lines to all existing residents. The existing pavement in 4th Street has reached the end of its life span and will be completely reconstructed. Sidewalk ramps will be replaced with ADA compliant ramps as well.

**DISCUSSION:**

**SCOPE OF WORK:**

The scope of work for this project includes:

- Install approximately ¾ mile of 8-inch waterline.
- Install approximately ¼ mile of 12-inch waterline.
- Reconstruct approximately one mile of 4th Street.
- Install Video detection on north and south bound 4th Street.

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on October 26 and October 30, 2007; the Arizona Business Gazette on October 25, 2007; and the Arizona Informant on October 17, 2007. The Engineering Department held a pre-bid meeting on November 6, 2007. Ten (10) bids were received and opened on November 15, 2007. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids (corrected and adjusted) are as follows:

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>M/DBE</u>
Wheeler Construction	\$1,760,893.99	No

Combs Construction	\$1,749,785.02	No
Standard Construction	\$1,594,084.43	No
Cactus Transport	\$1,886,286.48	Yes
Pierson Construction	\$1,570,370.80	No
Nesbitt Contracting	\$1,953,044.59	No
Knochel Bros.	\$1,927,797.86	No
BluCor Contracting	\$1,791,995.23	No
DCS Contracting	\$1,979,342.17	No
CS&W Contractors	\$1,869,624.39	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

Pierson Construction, with a bid of \$1,570,370.80, was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Pierson Construction to be competent and qualified for this project. Pierson Construction has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

### **SCHEDULE:**

A tentative construction schedule is as follows:

<u>PROJECT MILESTONES</u>	<u>TARGET DATES</u>
Issue Notice of Award	12/4/07
Pre-Construction Conference	12/20/07
Notice-to-Proceed	12/18/07
Begin Construction	1/03/08
Completion	7/07/08

### **BUDGETARY IMPACT:**

Funding for this project is available in the Street Fund Line Item No. 304-1147-00-8420 in the amount of \$959,870.80 and in Water Fund Line Item No. 514-1147-00-8520 in the amount of \$610,500.00.

### **RECOMENDATION:**

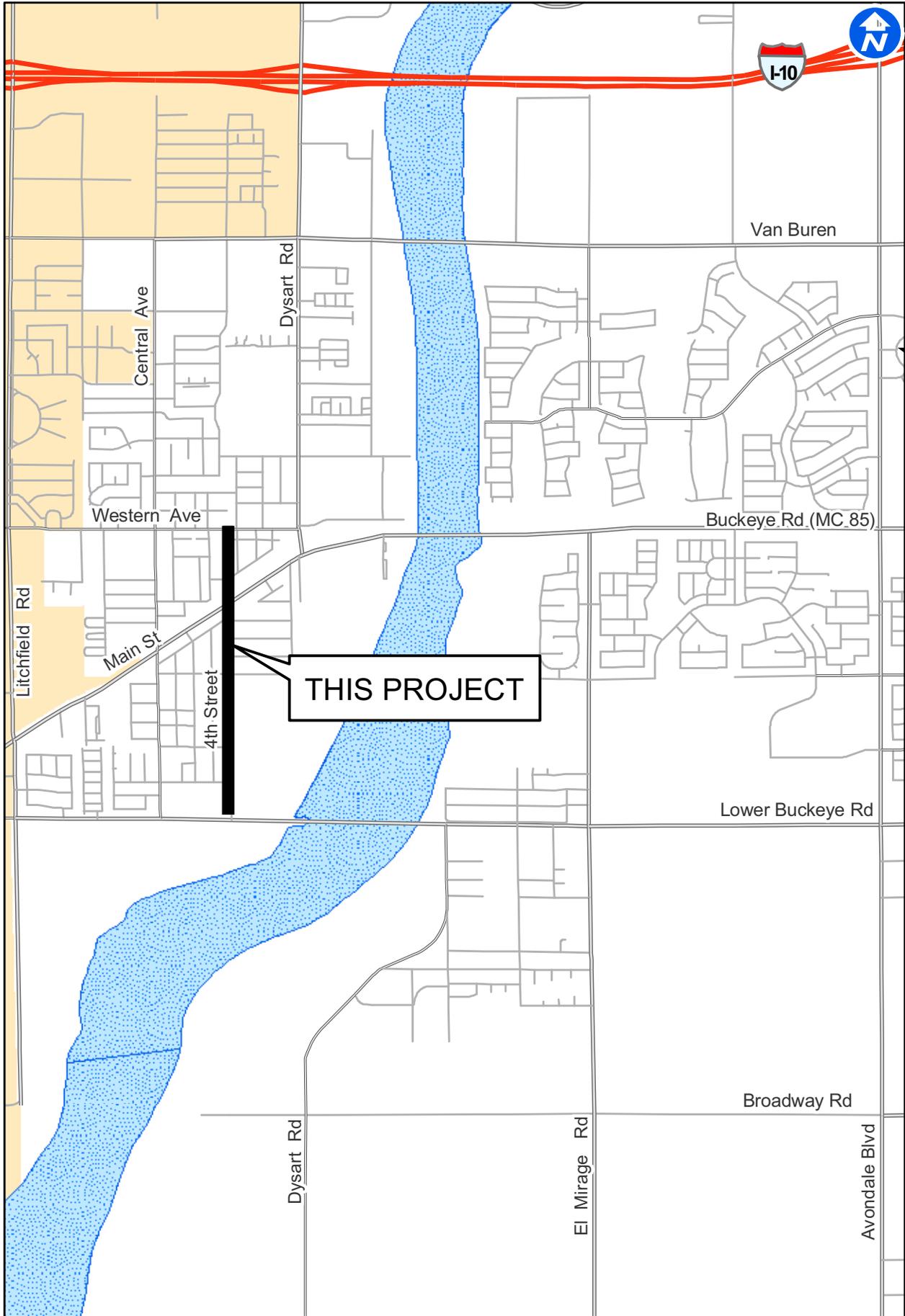
Staff is requesting that the City Council award a construction contract to Pierson Construction Corporation. for the construction of water and paving improvements for 4th Street between Lower Buckeye Road and Western Avenue, in the amount of \$1,570,370.80 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

### **ATTACHMENTS:**

Click to download

- [☐ Vicinity Map](#)
- [☐ Bid Tabulation Sheet](#)
- [☐ Invitation for Bid statement](#)

# VICINITY MAP

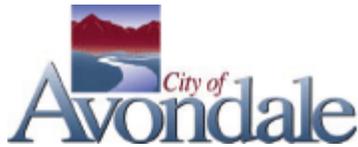


4th St Lower Buckeye to Western

**BID TABULATION**  
**CENTRAL AVENUE PAVING IMPROVEMENT WORK**  
**BID DATE: November 15, 2007**

Item No.	Description of Materials and/or services	Qty	Unit	Knoche Bros.		Wheeler Construction		Pierson Construction		Combs Construction		Standard Construction		Cactus Transport		BluCor Contracting		Nesbitt Contracting		DCS Contracting		CS & W Contractors		Engineer's Estimate			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
107.03000	NPDES/SWPPP	1	LS	\$ 8,335.20	\$ 8,335.20	\$ 6,800.00	\$ 6,800.00	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,100.00	\$ 5,100.00	\$ 72,625.00	\$ 72,625.00	\$ 6,650.00	\$ 6,650.00	\$ 3,900.00	\$ 3,900.00	\$ 4,496.14	\$ 4,496.14	\$ 14,000.00	\$ 14,000.00		
107.04000	Miscellaneous Reimbursables	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00		
107.15000	Community Relations	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
108.01000	Preparation of As-Built Plans	1	LS	\$ 5,850.00	\$ 5,850.00	\$ 8,500.00	\$ 8,500.00	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00	\$ 600.00	\$ 600.00	\$ 4,000.00	\$ 4,000.00	\$ 2,406.00	\$ 2,406.00	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,647.29	\$ 4,647.29	\$ 28,000.00	\$ 28,000.00		
108.01010	Construction Surveying and Layout	1	LS	\$ 17,547.75	\$ 17,547.75	\$ 32,000.00	\$ 32,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,570.00	\$ 25,570.00	\$ 57,566.00	\$ 57,566.00	\$ 15,675.00	\$ 15,675.00	\$ 15,000.00	\$ 15,000.00	\$ 37,098.83	\$ 37,098.83	\$ 28,000.00	\$ 28,000.00		
109.09000	Mobilization/Demobilization	1	LS	\$ 14,606.00	\$ 14,606.00	\$ 23,000.00	\$ 23,000.00	\$ 128,000.00	\$ 128,000.00	\$ 170,000.00	\$ 170,000.00	\$ 15,000.00	\$ 15,000.00	\$ 39,000.00	\$ 39,000.00	\$ 3,120.00	\$ 3,120.00	\$ 72,000.00	\$ 72,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,366.84	\$ 23,366.84	\$ 69,000.00	\$ 69,000.00		
308.01000	Geogrid Lining	16,257	SY	\$ 3.50	\$ 56,899.50	\$ 3.50	\$ 56,899.50	\$ 4.00	\$ 65,028.00	\$ 5.50	\$ 89,413.50	\$ 6.50	\$ 105,670.50	\$ 3.50	\$ 56,899.50	\$ 7.00	\$ 113,799.00	\$ 4.50	\$ 73,156.50	\$ 3.50	\$ 56,899.50	\$ 4.71	\$ 76,570.47	\$ 6.00	\$ 97,542.00		
310.03125	5" Aggregate Base Course, 200mm, (Collector)	3,963	CY	\$ 44.40	\$ 175,957.20	\$ 24.00	\$ 95,112.00	\$ 30.00	\$ 118,890.00	\$ 9.00	\$ 35,667.00	\$ 28.00	\$ 110,964.00	\$ 46.70	\$ 185,072.10	\$ 23.00	\$ 91,149.00	\$ 21.50	\$ 85,204.50	\$ 22.00	\$ 87,186.00	\$ 31.11	\$ 123,288.93	\$ 30.00	\$ 118,890.00		
321.00202	1.5" AC Surface Course (12.5mm), (Collector)	1,372	TON	\$ 65.00	\$ 89,180.00	\$ 68.00	\$ 93,296.00	\$ 64.00	\$ 87,808.00	\$ 65.00	\$ 89,180.00	\$ 65.00	\$ 89,180.00	\$ 69.90	\$ 95,902.80	\$ 81.00	\$ 111,132.00	\$ 82.00	\$ 112,504.00	\$ 75.00	\$ 102,900.00	\$ 71.22	\$ 97,713.84	\$ 95.00	\$ 130,340.00		
321.01300	2.5" AC Surface Course (19.0mm)	2,946	TON	\$ 64.25	\$ 189,280.50	\$ 68.00	\$ 200,328.00	\$ 64.00	\$ 188,544.00	\$ 60.00	\$ 176,760.00	\$ 63.00	\$ 185,598.00	\$ 64.80	\$ 190,900.80	\$ 79.00	\$ 232,734.00	\$ 81.00	\$ 238,626.00	\$ 75.00	\$ 220,950.00	\$ 72.96	\$ 214,940.16	\$ 95.00	\$ 279,870.00		
325.10375	1.5" AC Surface Course (12.5mm), (Asphalt Rubber)	344	TON	\$ 99.25	\$ 34,142.00	\$ 95.00	\$ 32,680.00	\$ 109.00	\$ 37,496.00	\$ 120.00	\$ 41,280.00	\$ 120.00	\$ 41,280.00	\$ 101.00	\$ 34,744.00	\$ 112.00	\$ 38,528.00	\$ 120.00	\$ 41,280.00	\$ 118.00	\$ 40,592.00	\$ 119.56	\$ 41,128.64	\$ 150.00	\$ 51,600.00		
329.01000	Asphalt Emulsion Tack Coat (SS-1)	7	TON	\$ 643.40	\$ 4,503.80	\$ 800.00	\$ 5,600.00	\$ 600.00	\$ 4,200.00	\$ 800.00	\$ 5,600.00	\$ 450.00	\$ 3,150.00	\$ 458.00	\$ 3,206.00	\$ 390.00	\$ 2,730.00	\$ 750.00	\$ 5,250.00	\$ 910.00	\$ 6,370.00	\$ 2,632.32	\$ 18,426.24	\$ 500.00	\$ 3,500.00		
340.01110	6" Vertical Curb & Gutter, MAG 220 Type A	1,649	L.F.T.	\$ 14.05	\$ 23,168.45	\$ 12.00	\$ 19,788.00	\$ 13.00	\$ 21,437.00	\$ 12.50	\$ 20,612.50	\$ 18.00	\$ 29,682.00	\$ 12.45	\$ 20,530.05	\$ 10.00	\$ 16,490.00	\$ 20.00	\$ 32,980.00	\$ 12.00	\$ 19,788.00	\$ 23.46	\$ 38,685.54	\$ 20.00	\$ 32,980.00		
340.01210	4" Thick Sidewalk, MAG 230	5,912	SQ.FT.	\$ 6.25	\$ 36,950.00	\$ 2.50	\$ 14,780.00	\$ 4.00	\$ 23,648.00	\$ 3.25	\$ 19,214.00	\$ 4.00	\$ 23,648.00	\$ 2.60	\$ 15,371.20	\$ 3.00	\$ 17,736.00	\$ 5.00	\$ 29,560.00	\$ 3.50	\$ 20,692.00	\$ 5.62	\$ 33,225.44	\$ 6.00	\$ 35,472.00		
340.01300	Pedestrian Ramp, MAG 231	4	EA	\$ 1,374.60	\$ 5,498.40	\$ 800.00	\$ 3,200.00	\$ 1,220.00	\$ 4,880.00	\$ 1,200.00	\$ 4,800.00	\$ 1,500.00	\$ 6,000.00	\$ 1,150.00	\$ 4,600.00	\$ 1,284.00	\$ 5,136.00	\$ 1,325.00	\$ 5,300.00	\$ 1,250.00	\$ 5,000.00	\$ 2,107.48	\$ 8,429.92	\$ 1,500.00	\$ 6,000.00		
340.01300	Pedestrian Ramp, MAG 231	9	EA	\$ 1,257.60	\$ 11,318.40	\$ 900.00	\$ 8,100.00	\$ 950.00	\$ 8,550.00	\$ 1,000.00	\$ 9,000.00	\$ 1,400.00	\$ 12,600.00	\$ 920.00	\$ 8,280.00	\$ 730.00	\$ 6,570.00	\$ 1,500.00	\$ 13,500.00	\$ 1,920.00	\$ 17,280.00	\$ 1,891.67	\$ 17,025.03	\$ 1,500.00	\$ 13,500.00		
340.01400	Residential Driveway, MAG 250, (6" Thick)	7	EA	\$ 460.65	\$ 3,224.55	\$ 900.00	\$ 6,300.00	\$ 950.00	\$ 6,650.00	\$ 750.00	\$ 5,250.00	\$ 900.00	\$ 6,300.00	\$ 860.00	\$ 6,020.00	\$ 2,766.00	\$ 19,362.00	\$ 1,600.00	\$ 11,200.00	\$ 1,260.00	\$ 8,820.00	\$ 1,839.31	\$ 12,875.17	\$ 1,500.00	\$ 10,500.00		
340.01600	Concrete Valley Gutter & Apron, MAG 240	2,658	SQ.FT.	\$ 8.65	\$ 22,991.70	\$ 8.50	\$ 22,593.00	\$ 9.00	\$ 23,922.00	\$ 8.50	\$ 22,593.00	\$ 8.50	\$ 22,593.00	\$ 7.90	\$ 20,998.20	\$ 3.00	\$ 7,974.00	\$ 9.00	\$ 23,922.00	\$ 10.00	\$ 26,580.00	\$ 27.37	\$ 72,749.46	\$ 9.00	\$ 23,922.00		
345.01100	Manhole Adjustments, MAG 422	10	EA	\$ 397.75	\$ 3,977.50	\$ 350.00	\$ 3,500.00	\$ 400.00	\$ 4,000.00	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00	\$ 287.00	\$ 2,870.00	\$ 323.00	\$ 3,230.00	\$ 460.00	\$ 4,600.00	\$ 450.00	\$ 4,500.00	\$ 478.01	\$ 4,780.10	\$ 210.00	\$ 2,100.00		
345.01000	Adjust Frame and cover to Grade, MAG Std Det 39	30	EA	\$ 862.75	\$ 25,882.50	\$ 325.00	\$ 9,750.00	\$ 400.00	\$ 12,000.00	\$ 250.00	\$ 7,500.00	\$ 300.00	\$ 9,000.00	\$ 258.00	\$ 7,740.00	\$ 269.00	\$ 8,070.00	\$ 355.00	\$ 10,650.00	\$ 400.00	\$ 12,000.00	\$ 371.78	\$ 11,153.40	\$ 385.00	\$ 11,550.00		
345.01400	Adjust Water Meter to Grade	4	EA	\$ 584.95	\$ 2,339.80	\$ 350.00	\$ 1,400.00	\$ 50.00	\$ 200.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 229.00	\$ 916.00	\$ 55.00	\$ 220.00	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00	\$ 252.25	\$ 1,009.00	\$ 500.00	\$ 2,000.00		
350.01301	(Sawcut&#8217;) Remove Existing AC	21,159	SY	\$ 3.15	\$ 66,650.85	\$ 6.00	\$ 126,954.00	\$ 3.00	\$ 63,477.00	\$ 6.70	\$ 141,765.30	\$ 3.50	\$ 74,066.50	\$ 3.25	\$ 68,766.75	\$ 6.00	\$ 126,954.00	\$ 4.00	\$ 84,636.00	\$ 7.00	\$ 148,113.00	\$ 2.22	\$ 46,972.98	\$ 1.50	\$ 31,738.50		
350.01801	Remove Existing Curb and Gutter	1,460	L.F.T.	\$ 18.10	\$ 26,426.00	\$ 8.00	\$ 11,680.00	\$ 4.00	\$ 5,840.00	\$ 2.00	\$ 2,920.00	\$ 5.00	\$ 7,300.00	\$ 7.20	\$ 10,512.00	\$ 7.00	\$ 10,220.00	\$ 5.00	\$ 9,800.00	\$ 3.00	\$ 4,380.00	\$ 4.10	\$ 6,054.00	\$ 9.00	\$ 13,140.00		
350.01901	Remove existing Sidewalk, Driveway, Valley Gutter	6,879	SQ.FT.	\$ 8.45	\$ 58,127.55	\$ 3.00	\$ 20,637.00	\$ 1.20	\$ 8,254.80	\$ 3.00	\$ 20,637.00	\$ 3.00	\$ 20,637.00	\$ 1.30	\$ 8,942.70	\$ 3.00	\$ 20,637.00	\$ 2.25	\$ 15,477.75	\$ 2.00	\$ 13,758.00	\$ 2.15	\$ 14,789.85	\$ 3.00	\$ 20,637.00		
351.11001	Relocate Water Meter, Box, and Cover	1	EA	\$ 585.00	\$ 585.00	\$ 500.00	\$ 500.00	\$ 50.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 745.00	\$ 745.00	\$ 645.00	\$ 645.00	\$ 1,400.00	\$ 1,400.00	\$ 160.00	\$ 160.00	\$ 405.48	\$ 405.48	\$ 250.00	\$ 250.00		
351.12001	Remove Existing Valve, Box and Cover	19	EA	\$ 351.00	\$ 6,669.00	\$ 550.00	\$ 10,450.00	\$ 50.00	\$ 950.00	\$ 400.00	\$ 7,600.00	\$ 300.00	\$ 1,957.00	\$ 5,700.00	\$ 401.00	\$ 7,619.00	\$ 103.00	\$ 3,990.00	\$ 400.00	\$ 7,600.00	\$ 210.00	\$ 3,990.00	\$ 212.35	\$ 4,034.65	\$ 125.00	\$ 2,375.00	
351.46000	Relocate Existing Sign	4	EA	\$ 211.00	\$ 844.00	\$ 300.00	\$ 1,200.00	\$ 50.00	\$ 200.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 286.70	\$ 1,146.80	\$ 65.00	\$ 260.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 208.59	\$ 834.36	\$ 200.00	\$ 800.00		
401.01000	Traffic Control	1	LS	\$ 38,590.00	\$ 38,590.00	\$ 58,000.00	\$ 58,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,700.00	\$ 40,700.00	\$ 78,685.00	\$ 78,685.00	\$ 52,000.00	\$ 52,000.00	\$ 80,000.00	\$ 80,000.00	\$ 72,372.38	\$ 72,372.38	\$ 69,000.00	\$ 69,000.00		
405.00020	Survey Monument, MAG 120-1 (Type B)	8	EA	\$ 123.00	\$ 984.00	\$ 110.00	\$ 880.00	\$ 250.00	\$ 2,000.00	\$ 115.00	\$ 920.00	\$ 375.00	\$ 1,440.00	\$ 115.00	\$ 1,152.00	\$ 128.00	\$ 1,024.00	\$ 135.00	\$ 1,080.00	\$ 260.00	\$ 2,080.00	\$ 139.42	\$ 1,115.36	\$ 300.00	\$ 2,400.00		
462.01100	100 mm (4") White Thermoplastic Traffic Stripe	4,464	L.F.T.	\$ 0.85	\$ 3,794.40	\$ 1.00	\$ 4,464.00	\$ 0.75	\$ 3,348.00	\$ 0.77	\$ 3,437.28	\$ 0.80	\$ 3,571.20	\$ 1.15	\$ 5,133.60	\$ 1.00	\$ 4,464.00	\$ 0.75	\$ 3,348.00	\$ 1.00	\$ 4,464.00	\$ 0.88	\$ 3,928.32	\$ 0.50	\$ 2,232.00		
462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	2,360	L.F.T.	\$ 0.85	\$ 2,006.00	\$ 0.65	\$ 1,534.00	\$ 0.75	\$ 1,770.00	\$ 0.60	\$ 1,416.00	\$ 0.50	\$ 1,180.00	\$ 1.15	\$ 2,714.00	\$ 1.00	\$ 2,360.00	\$ 0.75	\$ 1,770.00	\$ 0.70	\$ 1,652.00	\$ 0.88	\$ 2,076.80	\$ 0.50	\$ 1,180.00		
462.01512	Thermoplastic Right Turn Arrow	5	EA	\$ 121.60	\$ 608.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 130.00	\$ 650.00	\$ 140.00	\$ 700.00	\$ 172.00	\$ 860.00	\$ 181.00	\$ 905.00	\$ 300.00	\$ 1,500.00	\$ 160.0							

**The Invitation for Bid for the Construction Contract to Pierson Construction Corporation for 4th Street Improvement Project is available for review in the City Clerks office, 11465 W Civic Center Drive, Avondale.**



# CITY COUNCIL REPORT

**SUBJECT:**

Award a Construction Contract for the Modification to Water Control Structures at the Crystal Gardens Wetlands,

**MEETING DATE:**

December 3, 2007

**TO:** Mayor and Council

**FROM:** Wayne Janis, Water Resources Director (623)333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a contract to Quest Civil Constructors, Inc. for the purpose of modifying the existing water control structures at the Crystal Gardens Wetlands for an amount not to exceed \$174,740.00 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

**BACKGROUND:**

The emergent areas of the wetland cells are operating at depths greater than 24-inches in most cases. The plant species presently used do not tolerate prolonged inundation at such depths. This prolonged inundation along with biomass removal followed by immediate re-flooding, have contributed to the depth induced stress on the vegetation.

In April of 2005 the City entered into a professional services agreement with URS Corporation who along with WGA, Inc. were to develop a long term vegetation and mosquito management program. Part of the vegetation plan was to investigate options that will allow water level control to be rapidly and easily achieved by City operations and maintenance staff.

Water level manipulation has proved to be effective in regenerating root stock in some cells and is crucial to the survival of any new plant stock introduced into the system. Per the vegetation Maintenance plan established by WGA, Inc. water levels should be altered over the course of the year with levels in the marsh zones at their lowest in the spring time.

**DISCUSSION:**

URS Corporation studied the existing hydraulic control structures and recommended a retrofit that would allow for easier water level manipulation without adversely affecting the wetlands capacity. In May of 2006, the city entered into another agreement with URS Corporation for the preparation of contract documents that clearly and adequately delineate the work to be accomplished by the construction contractor.

The bid announcement for this contract was advertised in the West Valley View and the West Valley Business on October 9, 2007 and October 12, 2007. A mandatory pre-bid meeting was held on October 26, 2007, and was attended by 10 potential bidders: Macro-Z-Technology, NCCI Inc., PCL Construction, Pierson Construction, Standard Construction, Quest Civil Constructors, HW Johnson Inc., J. Banicki Construction, J.R. Filanc Construction, and DBA Construction. Five contractors submitted bids for this project:

Quest Civil Constructors Inc. \$174,740.00  
PCL Construction \$195,669.00  
J. Banicki Construction \$252,935.10  
J.R. Filanc Construction Company, Inc. \$335,581.00  
Standard Construction No gross total

No complaints have been lodged against Quest Civil Contractors, Inc., according to the State Registrar of Contractors Office. Staff has contacted the list of references provided by the contractor, and found no reason to disqualify Quest Civil Contractors, Inc.

The scope of the contract will include:

- Removal of upper section of vault or confined space entry
- Notching of weir wall
- Furnish and install new gate valve assembly
- Modify vault to accommodate new gate stems
- Replacement of upper vault section as necessary

The tentative completion schedule for the project is:

- Award by Council - December 3, 2007
- Pre-Construction Conference - January 2, 2008
- Notice to Proceed - January 17, 2008
- Begin Work - January 31, 2008
- Project complete - June 30, 2008

**BUDGETARY IMPACT:**

Funding for this project is available in the Water Resources Department 07/08 Operating Budget (501-9100-00-8630).

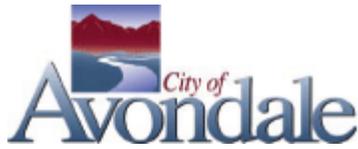
**RECOMENDATION:**

Staff recommends that the City Council award a contract to Quest Civil Constructors, Inc. for the purpose of modifying water control structures at the Crystal Gardens Wetlands for an amount not to exceed \$174,740.00, from line item 501-9119-00-8630 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1281-1207 - Acceptance of a Right of Way License for roadway improvements within USA fee property along El Mirage Road and Durango Street within the Del Rio Ranch subdivision.

**MEETING DATE:**

December 3, 2007

**TO:** Mayor and Council

**FROM:** Brian Berndt, Director of Development Services (623)333-4011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a Resolution to accept a Right of Way License for the use of USA fee property along El Mirage Road and Durango Street within the Del Rio Ranch subdivision and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

**BACKGROUND:**

Within Del Rio Ranch, there is historic SRP/USA fee property for irrigation ditches. These ditches have now been piped underground. Del Rio Ranch, as part of the subdivision requirements, will be improving both Durango Street and El Mirage Road. These improvements encroach into the SRP/USA fee property. SRP requires, as part of this encroachment, that a Right of Way License be granted to cover the City's construction and use of the SRP area for roads.

**DISCUSSION:**

SRP has agreed to grant the City of Avondale a Right of Way License for roadway improvements within SRP/USA fee title property and has submitted the License for City approval.

**BUDGETARY IMPACT:**

No financial impact to the City.

**RECOMENDATION:**

Staff is requesting that the City Council adopt an ordinance accepting a Right of Way License for the use of USA fee property along El Mirage Road and Durango Street within the Del Rio Ranch subdivision and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

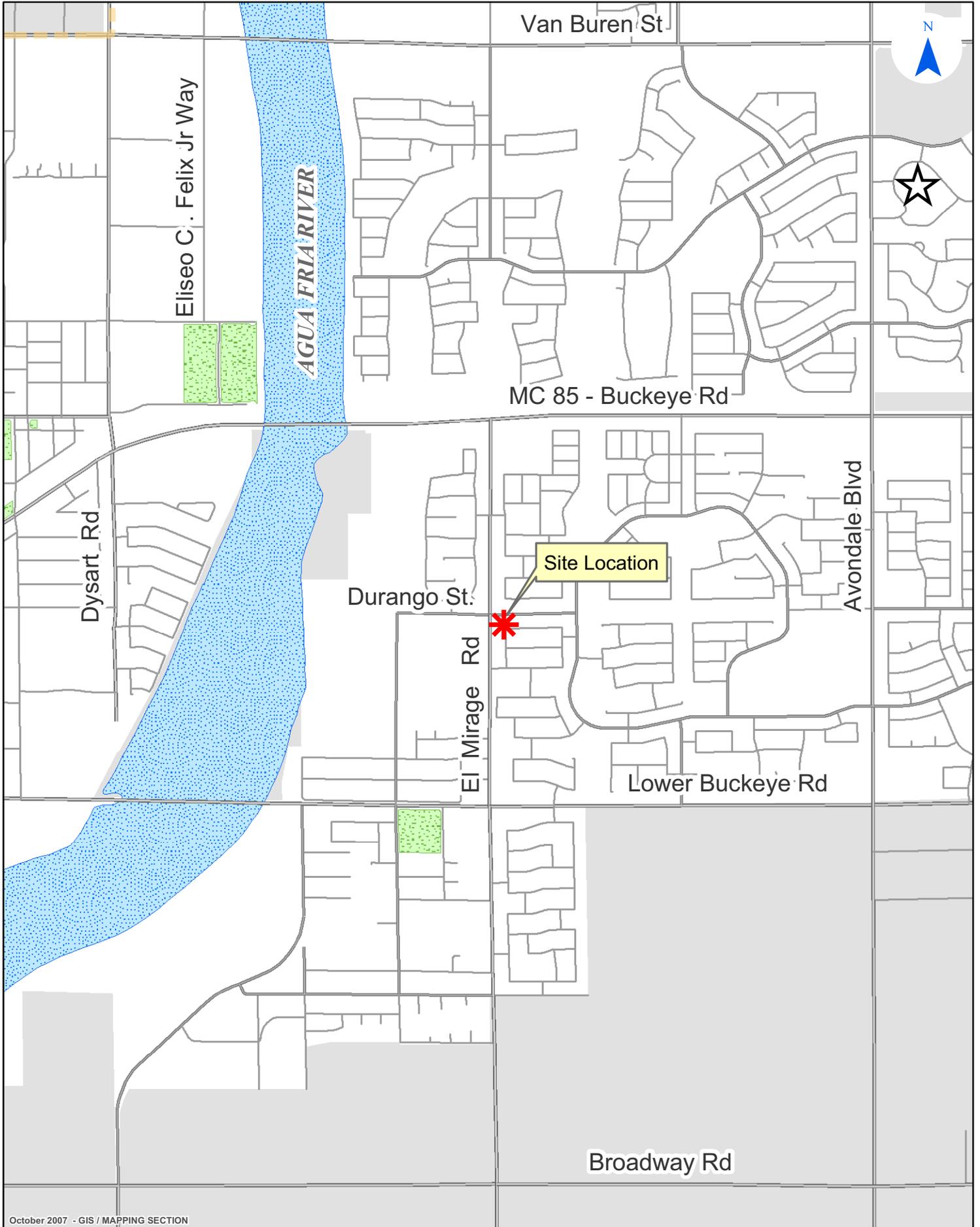
**ATTACHMENTS:**

Click to download

[☐ Vicinity Map](#)

[☐ ORD - 1281-1207](#)

VICINITY MAP



October 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE  
El Mirage Rd. & Durango St. USA Fee Title ROW Location

**ORDINANCE NO. 1281-1207**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A LICENSE AGREEMENT WITH THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. That the right-of-way license from Salt River Project Agricultural Improvement and Power District through, over, under and across  $\pm$  0.10 acres of certain real property, generally located south of Durango Street, along El Mirage Road, is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 3, 2007.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1281-1207

[Right-of-Way License]

See following pages.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB348  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

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**RIGHT OF WAY LICENSE**

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Maricopa County

R/W No. 3 Agt. PJH  
W-DHC JTG

**KNOW ALL MEN BY THESE PRESENTS:**

That for the consideration of One (\$1.00) Dollar and other valuable considerations, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, Licensor, hereby grants to **CITY OF AVONDALE**, an Arizona municipal corporation, Licensee, a Right of Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") for roadway, landscaping, sidewalk and water lines, situated in the County of Maricopa, State of Arizona, to-wit:

See Exhibit A, pages 1-6, attached hereto and by reference made a part hereof.

This License is subject to the paramount rights of the United States of America ("USA") in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the U.S.A., the Salt River Valley Water Users' Association ("Association") and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

The License herein granted shall be subject to the following additional conditions:

- 1) Licensor shall retain the prior right to construct, reconstruct, operate and maintain its existing and future irrigation, electrical and telecommunication facilities within the Licensed Property herein granted.
- 2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

- 3) Licensor shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor to remove or relocate irrigation or electrical facilities and landscaping to accommodate the purposes for which this License is issued.
- 4) Prior to making any improvements or requesting any proposed alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensor's approval. Such approval shall not be unreasonably withheld.
- 5) To the extent not prohibited by law, Licensee, its successors and assigns, shall indemnify, release, and hold harmless Licensor, Association and the United States of America, and the directors, officers, employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising out of: (a) acts or omissions of Licensee, its agents, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee's obligation pursuant to this Section shall not extend to liability attributable to the sole exclusive negligence or willful action of Licensor, its directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify Licensee. The provisions of this Section shall survive termination of this License.
- 6) The License herein granted is subject to all prior licenses, leases, and easements of record.
- 7) Either party may terminate this License without cause upon not less than 360 days written notice.



IN WITNESS WHEREOF, \_\_\_\_\_  
Has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**APPROVED AS TO FORM**  
\_\_\_\_\_

City Attorney

**LICENSEE:**  
**CITY OF AVONDALE**, an Arizona municipal corporation

By \_\_\_\_\_

Its \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_, on behalf of such corporation.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

July 27, 2006

EXHIBIT "A"

LEGAL DESCRIPTION FOR  
DEL RIO RANCH  
NEW U.S.A. FEE PROPERTY PARCEL NO. 1

That part of the Southwest Quarter of Section 13, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in handhole marking the West Quarter Corner of said Section 13, from which the Brass Cap in handhole marking the Southwest Corner of said Section 13 bears South  $00^{\circ}33'56''$  West, a distance of 2,666.88 feet;

Thence South  $00^{\circ}33'56''$  West, along the West line of the Southwest Quarter of said Section 13, a distance of 48.01 feet to a point on a line which is parallel with and 48.00 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 13;

Thence North  $89^{\circ}27'11''$  East, departing said West line, along said parallel line, a distance of 91.53 feet to the True Point of Beginning;

Thence continuing North  $89^{\circ}27'11''$  East, a distance of 114.01 feet;

Thence South  $00^{\circ}33'01''$  East, departing said parallel line, a distance of 23.50 feet to a point on a line which is parallel with and 71.50 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 13;

Thence South  $89^{\circ}27'11''$  West, along said parallel line, a distance of 120.21 feet;

Thence North  $14^{\circ}14'23''$  East, departing said parallel line, a distance of 24.30 feet to the True Point of Beginning.

Containing 0.063 Acres, more or less.

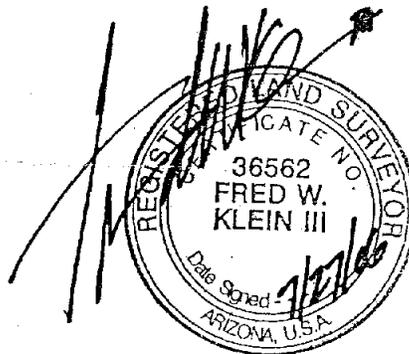
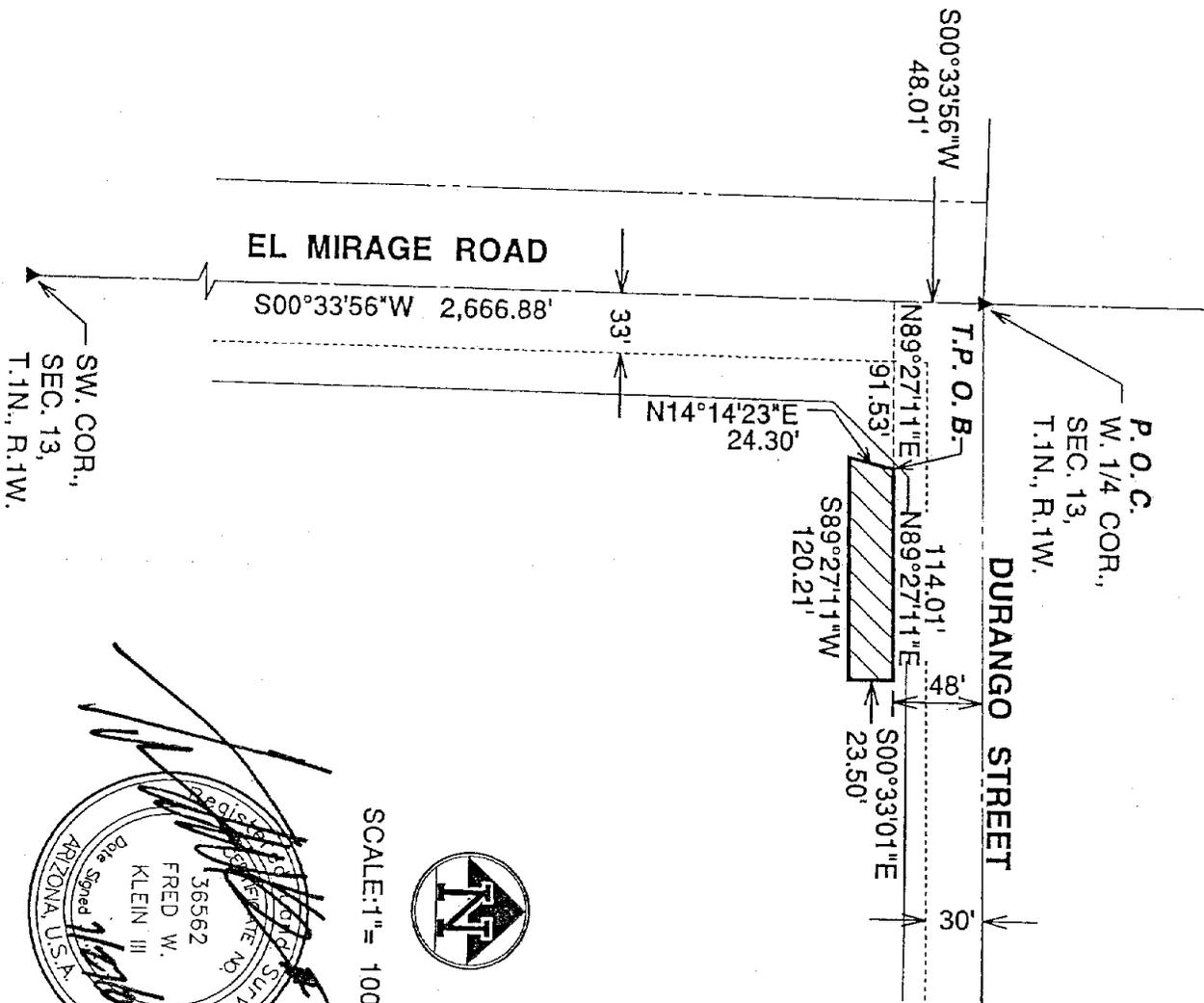


EXHIBIT "A"



*[Handwritten Signature]*  
 Registered Professional Surveyor  
 No. 36562  
 FRED W. KLEIN III  
 Date Signed *[Signature]*  
 ARIZONA, U.S.A.

SCALE: 1" = 100'



EXHIBIT

N:\030113\LAND\EHUSA01.DGN

4550 NORTH 12TH STREET  
 PHOENIX, ARIZONA 85014  
 TELEPHONE (602) 264-6831

DEL RIO RANCH  
 NEW U.S.A. FEE PROPERTY PARCEL NO. 1

**COE & VAN LOO**  
 PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE

JOB NO

030113

SHEET

Page 2 of 6

EXHIBIT "A"

August 18, 2005

LEGAL DESCRIPTION FOR  
DEL RIO RANCH  
NEW U.S.A. FEE PROPERTY PARCEL NO. 2

That part of the Southwest Quarter of Section 13, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in handhole marking the West Quarter Corner of said Section 13, from which the Brass Cap in handhole marking the Southwest Corner of said Section 13 bears South 00°33'56" West, a distance of 2,666.88 feet;

Thence South 00°33'56" West, along the West line of the Southwest Quarter of said Section 13, a distance of 48.01 feet to a point on a line which is parallel with and 48.00 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 13;

Thence North 89°27'11" East, departing said West line, along said parallel line, a distance of 33.01 feet to the True Point of Beginning;

Thence continuing North 89°27'11" East, along said parallel line, a distance of 37.84 feet;

Thence South 14°14'23" West, departing said parallel line, a distance of 24.30 feet to a point on a line which is parallel with and 71.50 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 13;

Thence South 89°27'11" West, along said parallel line, a distance of 32.09 feet to a point on a line which is parallel with and 33.00 feet Easterly, as measured at right angles, from the West line of the Southwest Quarter of said Section 13;

Thence North 00°33'56" East, along said parallel line, a distance of 23.50 feet to the True Point of Beginning.

Containing 0.019 Acres, more or less.

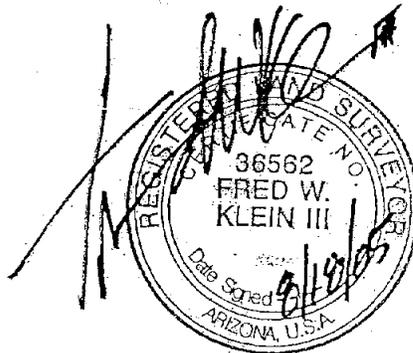
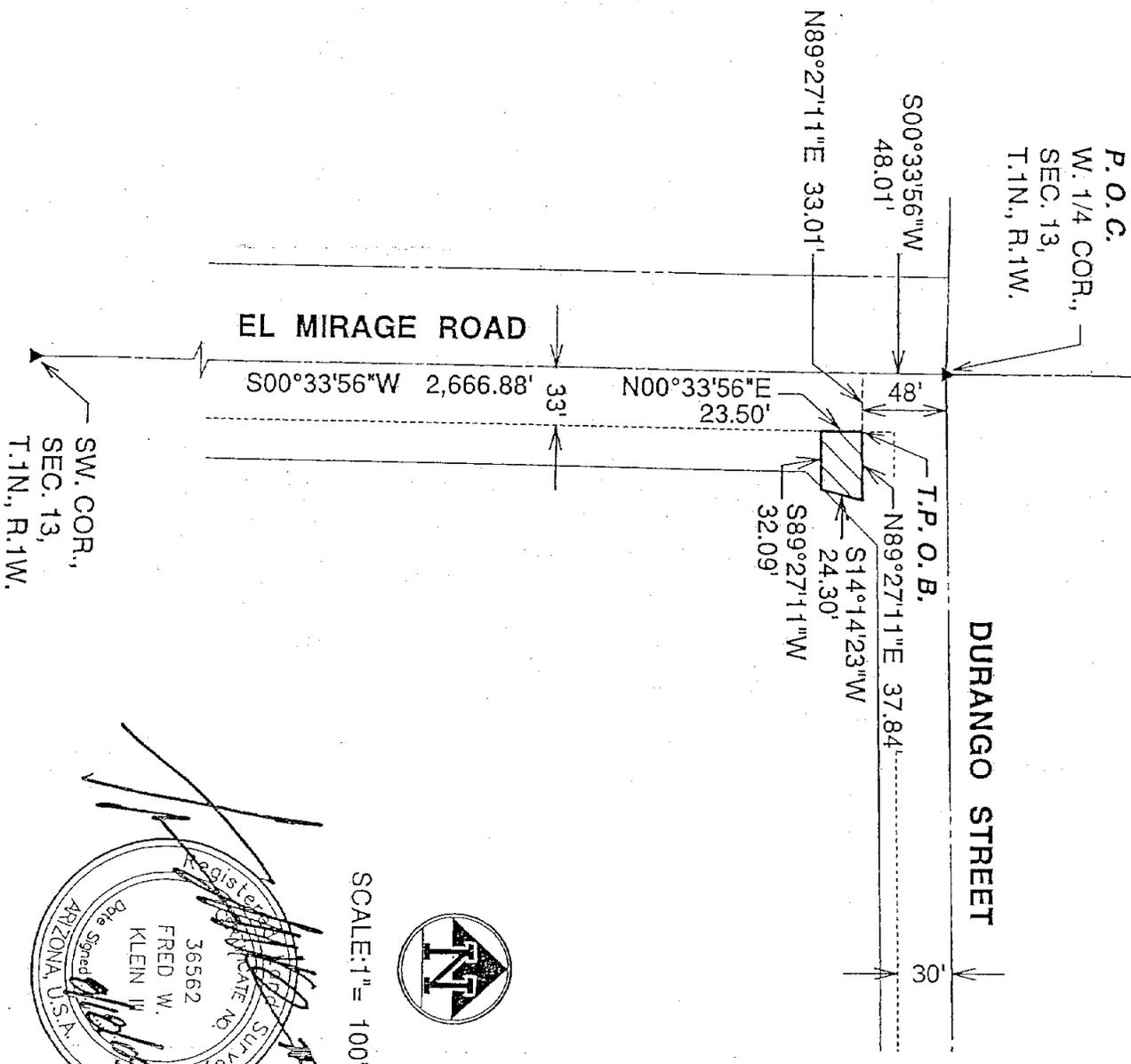
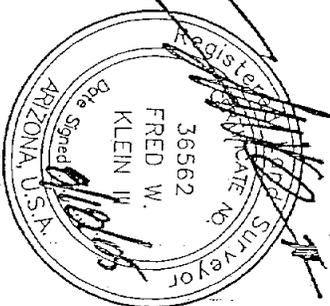


EXHIBIT "A"



SCALE: 1" = 100'



EXHIBIT

N:\030113\LAND\EHUSA02.DGN

4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
TELEPHONE (602) 264-6831

DEL RIO RANCH  
NEW U.S.A. FEE PROPERTY PARCEL NO. 2

**COE & VAN LOO**  
PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE

JOB NO

030113

SHEET

Page 4 of 6

EXHIBIT "A"

June 19, 2006

LEGAL DESCRIPTION FOR  
DEL RIO RANCH  
NEW U.S.A. FEE PROPERTY PARCEL NO. 3

That part of the Southwest Quarter of Section 13, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in handhole marking the West Quarter Corner of said Section 13, from which the Brass Cap in handhole marking the Southwest Corner of said Section 13 bears South 00°33'56" West, a distance of 2,666.88 feet;

Thence South 00°33'56" West, along the West line of the Southwest Quarter of said Section 13, a distance of 38.01 feet to a point on a line which is parallel with and 38.00 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 13, said point also being the True Point of Beginning;

Thence North 89°27'11" East, departing said West line, along said parallel line, a distance of 33.01 feet to a point on a line which is parallel with and 33.00 feet Easterly, as measured at right angles, from the West line of the Southwest Quarter of said Section 13;

Thence South 00°33'56" West, along said parallel line, a distance of 23.50 feet to a point on a line which is parallel with and 61.50 feet Southerly, as measured at right angles, from the North line of the Southwest Quarter of said Section 13,

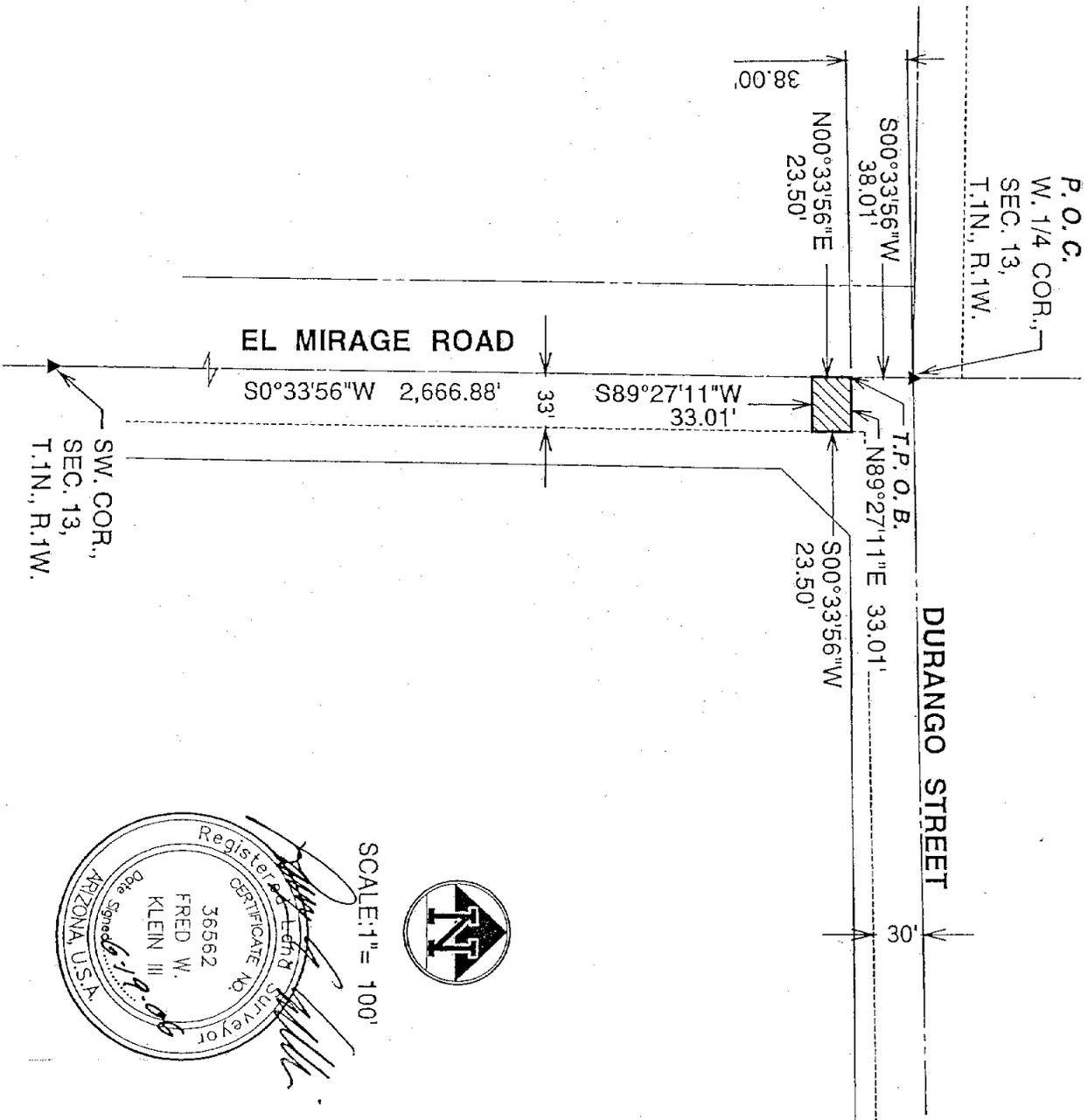
Thence South 89°27'11" West, along said parallel line, a distance of 33.01 feet to a point on the West line of the Southwest Quarter of said Section 13;

Thence North 00°33'56" East, along said West line, a distance of 23.50 feet to the True Point of Beginning.

Containing 0.018 Acres, more or less.



EXHIBIT "A"



Register  
 CERTIFICATE NO. 36562  
 FRED W. KLEIN III  
 Date Signed 6-1-06  
 Surveyor  
 ARIZONA U.S.A.

SCALE: 1" = 100'



EXHIBIT

N:\030113\LAND\EHUSA03.DGN

4550 NORTH 12TH STREET  
 PHOENIX, ARIZONA 85014  
 TELEPHONE (602) 264-6831

DEL RIO RANCH

NEW U.S.A. FEE PROPERTY PARCEL NO. 3

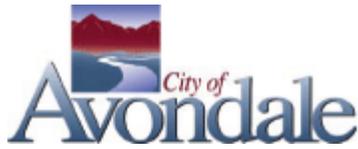
**COE & VAN LOO**  
 PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE

JOB NO

030113

SHEET

Page 6 of 6



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2706-1207 Authorizing an Intergovernmental Agreement – City of Goodyear –

**MEETING DATE:**

December 3, 2007

**TO:** Mayor and Council

**FROM:** Dave Fitzhugh, P.E., Interim City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the City of Goodyear for intersection improvements at Van Buren Street and Dysart Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

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

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

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

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

On March 5th 2007 City Council approved a Professional Services Agreement with Dibble and Associates to provide design services for intersection improvements on Van Buren Street at Dysart Road in the amount of \$57,260. The project's design has been completed and it is anticipated that construction activities will commence the 3rd week of January 2008

**DISCUSSION:**

The purpose of the IGA is to identify and define the City's and Goodyear's respective responsibilities for the Project. Avondale and Goodyear are collectively referred to herein as the "Project Partners."

The IGA proposes the following terms of agreement:

The Project Partners shall:

- Share in the cost to design and construct the Project including the Project Services and the Project Improvements (the “Project Cost”), 70% to Avondale and 30% to Goodyear; provided, however, that Avondale will be responsible for the Project management, construction management and construction inspection for the Project at its sole cost; provided, further however, that neither party shall receive credit toward its share of Project Costs for any internal administrative costs.
- Jointly waive their respective permit and review fees typically related to the design and construction of facilities similar to the Project.
- Work in good faith to amend this Agreement in the event that the Project cost exceeds \$650,000. In the event that such an amendment cannot be agreed to, Avondale may reduce the Project Services or Project Improvements as necessary to ensure that the entire Project Cost is less than \$650,000.

Goodyear shall:

- Provide Avondale with comments to plans and specifications.
- Pay Avondale for all amounts invoiced within 30 days of receipt of invoice from Avondale; provided, however, that any such invoices submitted to Goodyear prior to June 1, 2008, shall not become due and payable until July 1, 2008.

Avondale shall:

- Serve as the contracting entity for the design, construction, construction inspection, construction testing, and construction management related to the Project.
- Avondale has procured the Design Consultant and shall procure the firm to construct the Project Improvements in accordance with its procurement procedures.
- Provide Goodyear 30%, 60%, 90%, and 100% plans and specifications for review and comment and shall take all reasonable steps to resolve and/or incorporate the comments as required. Avondale shall allow three (3) weeks for Goodyear to review. If Goodyear has not responded within the three (3) week review period, the plans and specifications will be considered approved.
- Allow Goodyear to attend all Project meetings.

#### **BUDGETARY IMPACT:**

Funding for this project is available in Street Fund Line Item No. 304-1129-00-8001. Goodyear will reimburse the City up to \$195,000 (30% of Project’s costs not exceeding \$650,000) in FY 2008-09, which will offset a portion of the City’s costs.

#### **RECOMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the City of Goodyear for intersection improvements at Van Buren Street and Dysart Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

#### **ATTACHMENTS:**

Click to download

 [RES - 2706-1207](#)

**RESOLUTION NO. 2706-1207**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO IMPROVEMENTS TO THE DYSART ROAD/VAN BUREN INTERSECTION.

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

SECTION 1. That the Intergovernmental Agreement with the City of Goodyear relating to improvements to the Dysart Road/Van Buren Street intersection (The "Agreement") is hereby approved in the form attached hereto as Exhibit A.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 3, 2007.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2706-1207

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF GOODYEAR  
RELATING TO ROADWAY IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of June 21, 2007, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Goodyear, an Arizona municipal corporation ("Goodyear"). Avondale and Goodyear are collectively referred to herein as the "Project Partners."

RECITALS

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

B. The Van Buren Street and Dysart Road intersection is located on the boundary between Avondale and Goodyear, as depicted on Exhibit A, attached hereto and incorporated herein by reference.

C. Avondale's Transportation Plan identifies the need to improve the level of service of the Van Buren Street and Dysart Road intersection by adding dual left-turn bays.

D. The Project Partners desire to jointly improve the Dysart Road/Van Buren Street intersection capacity and functionality by providing a dual left-turn lane to reduce traffic congestion and to provide sufficient storage capacity (the "Project"). The Project's limits will extend approximately 600 feet west to approximately 300 feet east along Van Buren Street.

E. The required services necessary to complete the Project (the "Project Services") include, but are not limited to:

- Topographical Survey
- Geometric Analysis
- Lighting Analysis and Design
- Paving Plans, Signing and Marking Plans
- Traffic Analysis and Traffic Signal Design Plans
- Utility Coordination & Coordination between Stakeholders
- Quality Control
- Bid Estimates & Project Specifications
- Construction Management
- Right-of-way Acquisition

F. The specific improvements necessary to complete the Project (the "Project Improvements") include, but are not limited to:

- Pavement
- Curb and Gutter
- Sidewalk
- Replacement of an existing concrete deceleration lane
- Signing
- Markings
- Replacement of existing catch basins
- Relocation of existing street lighting
- Potential modifications to existing retention areas
- New pedestrian ramps will be constructed around two existing traffic-signal shared-use 69kv poles
- Utility relocations

G. Avondale entered into a professional services agreement for Project design with Dibble and Associates (the "Design Consultants") in the amount of \$57,260, a true and correct copy of which is attached hereto as Exhibit B and incorporated herein by reference. The preliminary construction costs estimates, which were prepared by Avondale Engineering staff, were \$482,018 for a total Project cost of approximately \$539,278.

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

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions and other good and valuable consideration, the receipt of which are hereby acknowledged, Avondale and Goodyear hereby agree as follows:

1. Term. This Agreement shall commence on June 21, 2007 and shall terminate on September 1, 2008.

2. Joint Project Partner Responsibilities. The Project Partners shall:

a. Share in the cost to design and construct the Project including the Project Services and the Project Improvements (the "Project Cost"), 70% to Avondale and 30% to Goodyear; provided, however, that Avondale will be responsible for the Project management, construction management and construction inspection for the Project at its sole cost; provided, further however, that neither party shall receive credit toward its share of Project Costs for any internal administrative costs.

b. Jointly waive their respective permit and review fees typically related to the design and construction of facilities similar to the Project.

c. Work in good faith to amend this Agreement in the event that the Project cost exceeds \$650,000. In the event that such an amendment cannot be agreed to, Avondale may reduce the Project Services or Project Improvements as necessary to ensure that the entire Project Cost is less than \$650,000.

3. Avondale Responsibilities. Avondale shall:

a. Serve as the contracting entity for the design, construction, construction inspection, construction testing, and construction management related to the Project. Avondale has procured the Design Consultant and shall procure the firm to construct the Project Improvements in accordance with its procurement procedures.

b. Provide Goodyear 30%, 60%, 90%, and 100% plans and specifications for review and comment and shall take all reasonable steps to resolve and/or incorporate the comments as required. Avondale shall allow three (3) weeks for Goodyear to review. If Goodyear has not responded within the three (3) week review period, the plans and specifications will be considered approved.

c. Allow Goodyear to attend all Project meetings.

d. Invoice Goodyear for its share of Project costs as follows:

- Upon award of the Project design contract, invoice Goodyear for 30% of the design cost.
- Upon completion of the Project design, invoice Goodyear for any remaining amount of its share for the design cost.
- Upon completion of the design, or at such later date as the necessary acquisition is complete, invoice Goodyear for 30% of the cost of temporary construction easements, if any, necessary for the Project.
- Invoice Goodyear for 30% of applicable utility relocation costs, not to exceed an aggregate amount of \$10,000.00, at the completion of each utility relocation, but not more frequently than quarterly.
- Upon award of the Project Construction contract, invoice Goodyear for 30% of the construction cost.
- Upon completion of the Project's construction, invoice Goodyear for any remaining amount of its share for the construction cost.

4. Goodyear Responsibilities. Goodyear shall:

a. Provide Avondale with comments to plans and specifications in accordance with the schedule set forth in subsection 3(b) above.

b. Pay Avondale for all amounts invoiced according to subsection 3(d) above within 30 days of receipt of invoice from Avondale; provided, however, that any such invoices submitted to Goodyear prior to June 1, 2008, shall not become due and payable until July 1, 2008.

5. Indemnification. The parties hereby agree that to the extent permitted by law, each party will indemnify and save the other parties harmless, including any of the parties departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying party of any of the provisions of this agreement. Each party hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

6. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and the Goodyear.

7. Relationship of the Parties; Authority. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this agreement.

8. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Attorneys' Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

10. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

11. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

13. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

14. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

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

If to Goodyear: City of Goodyear  
190 North Litchfield Road  
Goodyear, Arizona 85338  
Facsimile: 623-932-1177  
Attn: Brian Dalke, Interim City Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S.

Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

**"Avondale"**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

**"Goodyear"**

CITY OF GOODYEAR, an Arizona  
municipal corporation

\_\_\_\_\_  
James M. Cavanaugh, Mayor

ATTEST:

\_\_\_\_\_  
Dee Cockrum, City Clerk



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

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

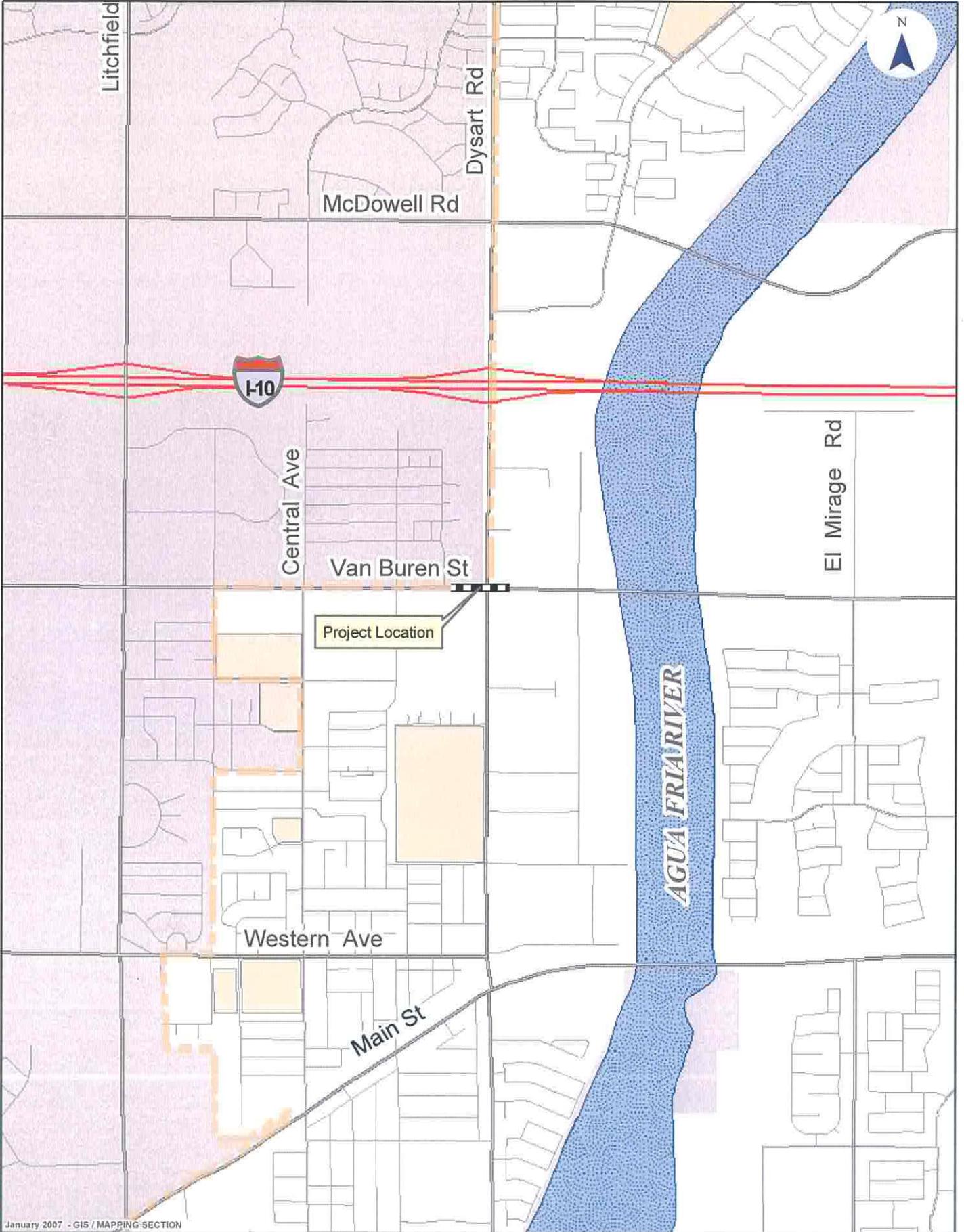
\_\_\_\_\_  
Roric Massey, City Attorney

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF GOODYEAR  
RELATING TO ROADWAY IMPROVEMENTS

[Map]

See following page.

# VICINITY MAP



January 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE  
ST-1129 Van Buren St.  Dysart Rd. Intersection

EXHIBIT B  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF GOODYEAR  
RELATING TO ROADWAY IMPROVEMENTS

[Professional Services Agreement]

See following pages.

January 23, 2007

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

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

Dear Charles:

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

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

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

Sincerely,

**DIBBLE & ASSOCIATES**



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



Kent M. Dibble, P.E.  
Project Principal



January 30, 2007  
Dibble and Associates

Design Lump Sum plus Allowances

City of Avondale  
VanBuren Street & Dysart Road Intersection Design

Contract No.:

ESTIMATED MANHOURS WORKSHEET

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

FEE PROPOSAL DERIVATION WORKSHEET

Project Principal	2 Hours @ \$130.00 =	\$260.00
Project Manager/Senior Engineer	41 Hours @ \$115.00 =	\$4,715.00
Project Engineer/RLS	85 Hours @ \$105.00 =	\$8,925.00
Designer/Engineer	124 Hours @ \$85.00 =	\$10,540.00
Technician/Drafter	114 Hours @ \$70.00 =	\$7,980.00
Survey Crew	32 Hours @ \$120.00 =	\$3,840.00
Secretary/Clerical	10 Hours @ \$45.00 =	\$450.00
	=	
	=	
	<b>TOTAL</b>	<b>\$36,710.00</b>

ESTIMATED ALLOWANCE FOR DIRECT COSTS  
(Listed by Item at Estimated Actual Cost -NO MARKUP)

Mileage		\$100.00
Printing Services - Ace Reprographics		\$600.00
	Subtotal Allowance for Direct Costs	\$700.00

ESTIMATED ALLOWANCE FOR OUTSIDE SERVICES/CONSULTANTS

	Subtotal Subconsultants	\$0.00
	<b>TOTAL DESIGN W/OUT ALLOWANCE</b>	<b>\$37,410.00</b>

ESTIMATED ALLOWANCES

Potholing, RH Utility Locating	ALLOWANCE	4 @ \$500.00 /pothole	\$2,000.00
Lighting Relocation Plans - Wright	ALLOWANCE		\$2,450.00
Traffic Signals - Wright	ALLOWANCE		\$7,400.00
Public Involvement	ALLOWANCE		\$2,800.00
Post Design Services	ALLOWANCE		\$4,000.00
Right-of-way Legal Descriptions	ALLOWANCE	2 @ \$600.00 /parcel	\$1,200.00
		Subtotal Allowances	\$19,850.00

TOTAL ESTIMATED COST TO CONSULTANT \$57,260.00

TOTAL ESTIMATED FEE (rounded) \$57,260

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

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

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

**Project Description**

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

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

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

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

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

**Design Standards**

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

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

## **Scope of Services**

### **Task 1: Data Collection & Scoping**

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

### **Task 2: Design Survey**

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

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

### **Task 3: Control Survey**

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

### **Task 4: Utility Coordination**

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

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

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

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

#### **Task 5: Public Involvement**

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

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

#### **Task 6: Prepare Plans, Specifications and Estimates**

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

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

#### **Review Packages:**

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

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

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

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

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

#### **Task 7: Geotechnical Engineering/Pavement Design**

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

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

#### **Task 8: Project Meetings**

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

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

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

#### **Task 9: Drainage Analysis/Design**

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

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

### **Task 10: Traffic Signal Inter-tie and Street Lighting**

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

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

### **Task 11: Legal Descriptions/Parcel Maps**

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

### **Task 12: Bid Preparation / Bidding Assistance**

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

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

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

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

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

### **Deliverables**

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

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

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

**Schedule**

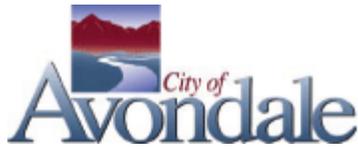
The following preliminary schedule was developed based on past experience and is indexed to the notice to proceed date:

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

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

**EXCLUSIONS**

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



# CITY COUNCIL REPORT

**SUBJECT:**  
Ordinance 1280-1207 Temporary Drainage Easement  
related to the 9th Street Improvements

**MEETING DATE:**  
December 3, 2007

**TO:** Mayor and Council  
**FROM:** Dave Fitzhugh, P.E., Interim City Engineer, 623-333-4211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a temporary drainage easement that is necessary to facilitate the paving of the 9th Street from Western Avenue to Riley Drive, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation.

**BACKGROUND:**

**DISCUSSION:**

Economic Development is in the process of negotiating the sale of City property to the owners of SLT Expressway currently located at the northeast corner of Avondale Blvd and Van Buren Street. The company plans to purchase the City-owned parcel west of Coldwater Park and the City agrees to construct 9th Street prior to or in conjunction with the move of SLT Expressway per the agreement.

Staff recently completed the design and determined that there is not enough space within the right-of-way to construct temporary drainage facilities to accommodate the street drainage. Therefore, it is necessary to acquire temporary drainage easements to accommodate drainage basins. Permanent drainage facilities will replace these when the property develops. As of this date, one property owner has agreed to grant a temporary drainage easement on their parcel adjacent to this project at no cost to the City of Avondale (see attached right-of-way exhibit).

Staff has reviewed and approved the legal descriptions. The parcel addressed in this report is located along the west side of 9th Street and is identified as follows:

<u>Property Owner</u>	<u>Address/ParcelNo.</u>
All Service Automotive	500-21-008-E

**BUDGETARY IMPACT:**

No budget impact.

**RECOMENDATION:**

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a temporary drainage easement that is necessary to facilitate the paving of the 9th Street from Western Avenue to Riley Drive, and authorize the Mayor or City Manager, City Clerk and City Attorney to take all the necessary steps and execute the appropriate documentation.

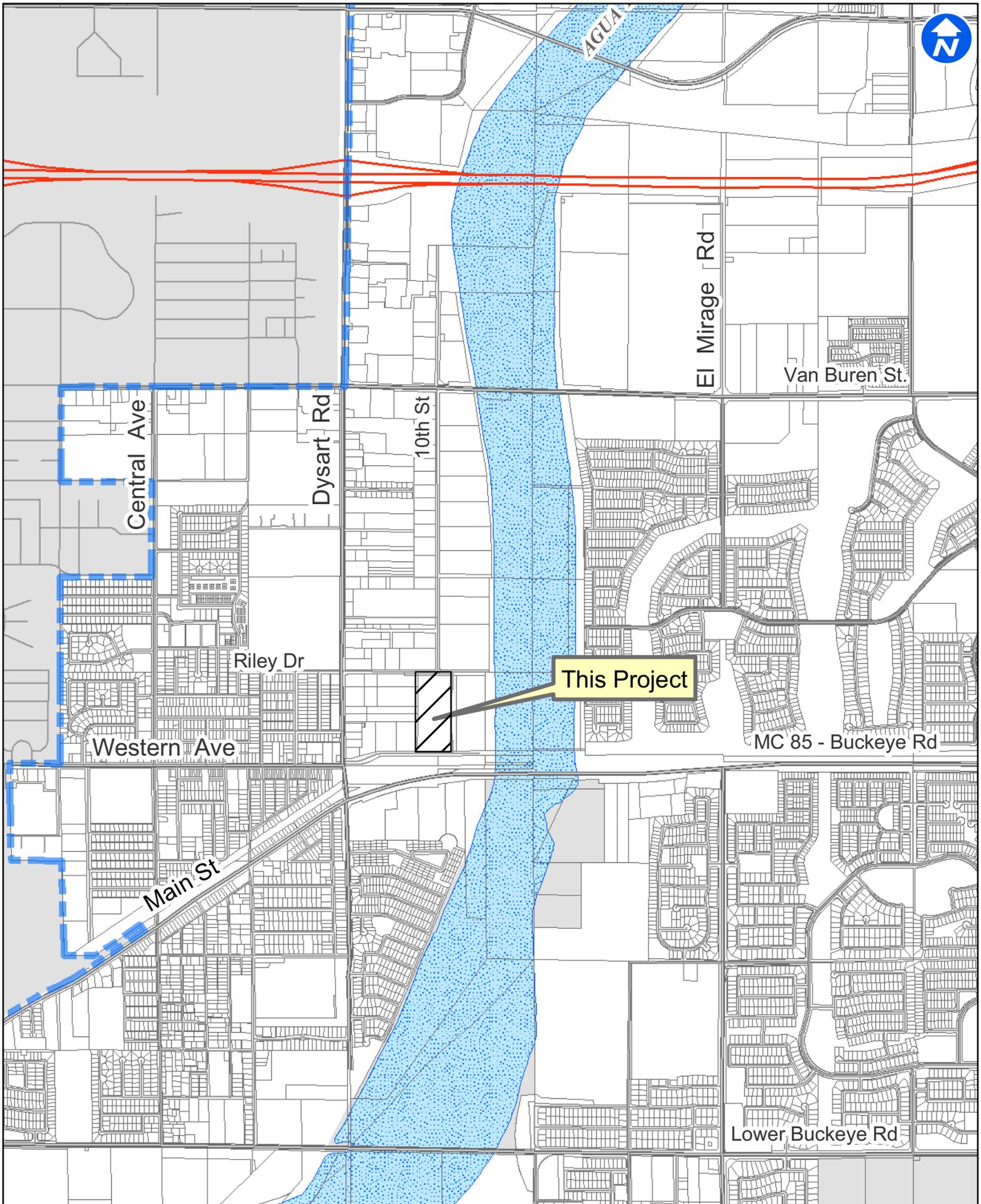
**ATTACHMENTS:**

[Click to download](#)

 [Vicinity Map](#)

 [ORD - 1280-1207](#)

# VICINITY MAP



**City of Avondale  
Coldwater Park**

**ORDINANCE NO. 1280-1207**

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

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

SECTION 1. That a  $\pm$  0.055 acre parcel of real property, generally located north of Western Avenue, west of 9th Street, is hereby accepted by the City of Avondale from All-Service Automotive Professionals, L.L.C., in the form attached hereto as Exhibit A and incorporated herein by reference, for use as a drainage easement.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 3, 2007.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1280-1207

[Temporary Drainage Easement]

See following pages.

When Recorded Mail To:

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

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## TEMPORARY DRAINAGE EASEMENT AGREEMENT

GRANTOR: All-Service Automotive Professionals, L.L.C., an Arizona limited liability company

GRANTEE: City of Avondale, an Arizona municipal corporation (the “City”)

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is entered into \_\_\_\_\_, 2007, by and between the City and Grantor for the purposes set forth below.

### RECITALS

A. The Grantor is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “Easement Area”).

B. City and Grantor desire to enter into this Agreement for Grantor to grant to the City an easement (the “Easement”) upon, over, across, in, through and under the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing, or removing drainage facilities (the “Facilities”) as more particularly described herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

1. Grant of Easement; Term. At no additional consideration, the Grantor hereby grants to the City, its successors and assigns, an Easement through, over, under, upon, in, across and along the Easement Area for the benefit of the City, its successors, assigns, heirs, executors or personal representatives, tenants, lessees, guests, invitees, or the guests or invitees of tenants, for the purpose of installing, operating, inspecting, maintaining, repairing, replacing, or removing the Facilities in the Easement Area. The City will construct a retention basin in the Easement Area and will maintain the basin until the real property under the Easement Area is developed. When the property under the Easement Area develops, Grantor, its successors or assigns shall incorporate the basin drainage functions in its development plans. The basin may be moved or reshaped to better fit with the development plans, as long as it contains the same runoff volume. The Grantors shall be responsible for landscaping and maintenance of the basin.

The term of this agreement shall commence upon the date first set forth above and shall remain in full force and effect until the permanent basin is constructed.

2. Maintenance of the Easement. Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Easement.

a. Grantor shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, nor shall Grantor drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Area, without the prior written consent of the City.

b. The City shall allow reasonable, typical landscaping within the Easement Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any drainage manholes or clean-out locations. The City shall have the right but not the obligation to trim, cut or remove brush or other vegetation on the Easement Area that obstruct or hinder access to the Easement Area, and whenever in the City's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

c. The City shall restore Easement Area to substantially the same condition as practical in the event the Facilities require maintenance, repair, replacement and/or removal for whatever reason.

3. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

4. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

5. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies, provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

6. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement for drainage purposes. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

7. Cancellation by City. This Agreement may be cancelled by the City 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.

ACCEPTED BY:

**“Grantor”**

**“City”**

ALL-SERVICE AUTOMOTIVE  
PROFESSIONALS, L.L.C., an Arizona  
limited liability company

CITY OF AVONDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Carol A. Thiem, Member

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

(ACKNOWLEDGMENTS)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2007,  
by Carol A. Thiem, as Member of ALL-SERVICE AUTOMOTIVE PROFESSIONALS, L.L.C.,  
an Arizona limited liability company, on behalf of such company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on \_\_\_\_\_, 2007,  
by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal  
corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
DRAINAGE EASEMENT AGREEMENT

[Legal description and map]

See following pages.

9<sup>th</sup> STREET TEMPORARY DRAINAGE EASEMENT  
A.P.N. 500-21-008E

A Parcel of land situated in a portion of the Southwest Quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 11, monumented by a Brass Cap Flush bearing South 00 degrees 01 minutes 01 seconds West, a distance of 2,644.66 feet from the West Quarter corner of said Section 11, monumented by a Brass Cap in Handhole;

THENCE North 00 degrees 01 minute 01 seconds East, along the West line of the Southwest Quarter of said Section 11, a distance of 100.00 feet to the North right of way line of Western Avenue;

THENCE departing said West line, North 89 degrees 43 minutes 39 seconds East, along said right of way line, a distance of 127.80 feet;

THENCE North 74 degrees 51 minutes 06 seconds East, along said right of way line, a distance of 385.63 feet;

THENCE North 89 degrees 43 minutes 39 seconds East, along said right of way line, being parallel to and 199.00 feet North of the South line of said Section 11, a distance of 543.50 feet to the Southwest corner of the parcel as recorded in Book 882 of maps, Page 20 Maricopa County Records Office;

THENCE departing said right of way line, North 00 degrees 01 minutes 01 seconds East, a distance of 641.19 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 58 minutes 59 seconds West, a distance of 20.00 feet;

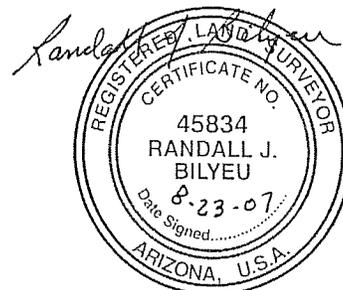
THENCE North 00 degrees 01 minutes 01 seconds East, a distance of 120.00 feet;

THENCE South 89 degrees 58 minutes 59 seconds East, a distance of 20.00 feet;

THENCE South 00 degrees 01 minutes 01 seconds West, a distance of 120.00 feet to the POINT OF BEGINNING.

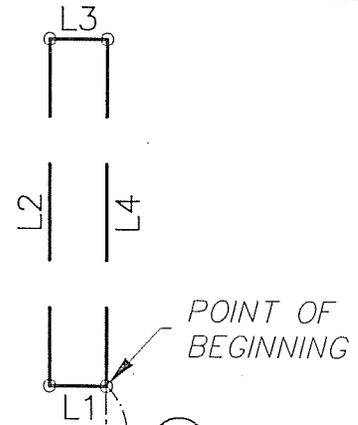
Containing a computed area of 2,400 square feet or 0.0551 acres, more or less.

The attached Exhibit "A" is to be included and made part of this description.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°58'59"W	20.00'
L2	N0°01'01"E	120.00'
L3	S89°58'59"E	20.00'
L4	S0°01'01"W	120.00'

A.P.N. 500-21-008E



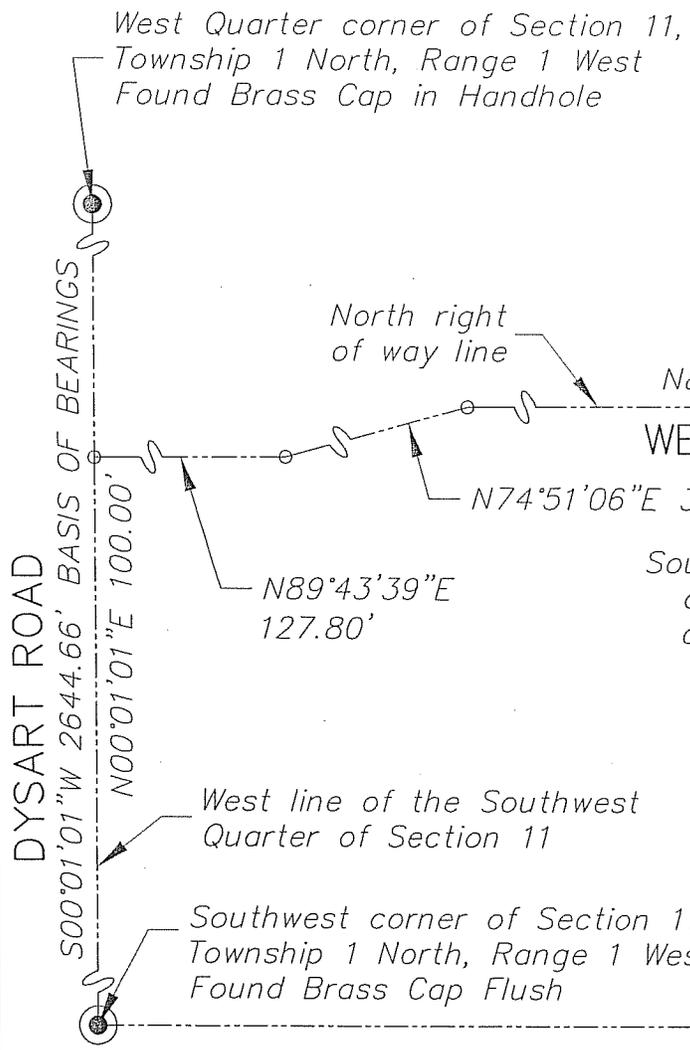
A.P.N. 500-21-008D

A.P.N. 500-21-008B

A.P.N. 500-21-019

9TH STREET (Proposed)

N0°01'01"E 641.19'



NOT TO SCALE

**Dibble Engineering**

DIBBLE ENGINEERING  
JOB NO. 10-0658.1

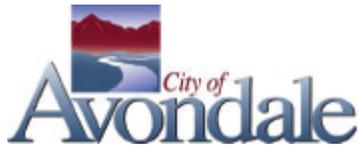
*Randall J. Bilyeu*

REGISTERED LAND SURVEYOR  
CERTIFICATE NO. 45834  
RANDALL J. BILYEU  
Date Signed 8-23-07  
ARIZONA, U.S.A.

EXHIBIT "A"  
9TH STREET TEMPORARY DRAINAGE EASEMENT  
A.P.N. 500-21-008E

DATE: AUGUST 23, 2007	PROJECT NUMBER
DRN: <u>IRM</u>	-
CHK: <u>RJB</u>	PAGE 2 OF 2

PLANNING 2007 11-14-07 11:40 AM LOCAL SURVEY PROJECT 10-0658.1 DIBBLE ENGINEERING DATE: 08-23-2007 TIME: 01:08 PM



# CITY COUNCIL REPORT

**SUBJECT:**  
Ordinance 1278-1207 authorizing sale of real property

**MEETING DATE:**  
December 3, 2007

**TO:** Mayor and Council  
**FROM:** Claudia Whitehead, Economic Development Director  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the Council consider an ordinance authorizing the sale of approximately .07 acres of vacant real property along the east side of Avondale Boulevard, north of Van Buren Street.

**BACKGROUND:**

In 2003, the City acquired a parcel of real property approximately .07 acres in size as part of the Avondale Boulevard expansion (the "Remnant Parcel"). The Remnant parcel is a rectangular piece of vacant property roughly 17 feet wide by 168 feet long located on the eastern edge of Avondale Boulevard north of Van Buren Street. The adjacent property owners are currently planning to develop the adjacent property and have requested that the City sell the Remnant Parcel to them so that it could be included as part of their development. The City bought the parcel in 2003 for \$5,000 and the adjacent property owner has agreed to purchase it for \$10,000.

**RECOMENDATION:**

Staff recommends that the Council adopt Ordinance No. 1278-1207 authorizing the sale of approximately .07 acres of vacant real property along the east side of Avondale Boulevard, north of Van Buren Street.

**ATTACHMENTS:**

Click to download

 [ORD-1278-1207](#)

**ORDINANCE NO. 1278-1207**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SALE OF CERTAIN REAL PROPERTY, GENERALLY LOCATED ALONG THE EAST SIDE OF AVONDALE BOULEVARD, NORTH OF VAN BUREN STREET.

**WHEREAS**, the City of Avondale (the “City”) is the owner of a ± .07 acre parcel of real property situated within Maricopa County, Arizona, generally located along the east side of Avondale Boulevard, north of Van Buren Street (the “Property”) and as described on Exhibit A, attached hereto and incorporated herein by reference; and

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

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

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

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

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

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of 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 Ordinance.

SECTION 4. That the immediate operation of this Ordinance is necessary to complete the sale of the Property; therefore, an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and this Ordinance is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 3, 2007.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

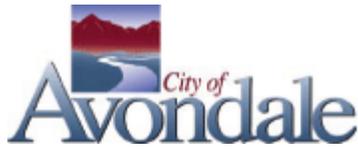
EXHIBIT A  
TO  
ORDINANCE NO. 1278-1207

[Legal Description of Property]

## Legal Description

The South 17.02 feet of the North 187.12 feet of the West 232.82 feet of GLO Lot 7, Section 6, Township 1 North, Range 1 East of the Gila River and Salt River Meridian, Maricopa County, Arizona

EXCEPT the West 65 feet thereof.



# CITY COUNCIL REPORT

**SUBJECT:**  
Public Hearing and ordinance 1282-1207 amending  
water and wastewater user charges.

**MEETING DATE:**  
December 3, 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 hold a Public Hearing and adopt an ordinance amending water and wastewater user charges.

**DISCUSSION:**

On October 8, 2007 staff presented an update on water and wastewater rates based on the annual review and update of the City's water and wastewater rate model designed by Red Oak Consulting in October of 2004. The rate model as updated recommends a 3.00% increase in overall water and wastewater revenue. This recommendation is consistent with recommendations made by Red Oak for a five year rate plan to include 3% increases in revenue each year for five-years. This is the fourth year of the recommended rate plan. At this time, water rates require a 3.4% increase and wastewater rates require a 2.4% increase (3% total combined rate increase). Details of the study are included in the attached Water/Wastewater Rate Study Report.

The Citizens Water and Wastewater Advisory Committee has reviewed the draft water and wastewater rate update at their September meeting. The Committee unanimously recommended that the draft report be presented to Council for adoption.

On October 15, 2007, Council adopted a resolution authorizing the Notice of Intention to increase water and wastewater user charges. The written report has been on file in the City Clerk's office for public inspection since October 16, 2007. The Notice of Intention was published in the West Valley View as required.

A Town hall meeting was held on September 27, 2007 in an effort to solicit additional input from the community and to inform citizens of the process the City followed in determining a need for a rate increase. Citizens were also given the opportunity to have their bill calculated with the new rates.

**RECOMENDATION:**

Staff recommends that the City Council hold a public hearing and adopt an ordinance amending the water user charges.

**ATTACHMENTS:**

Click to download

 [ORD - 1282-1207](#)

**ORDINANCE NO. 1282-1207**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE II, MUNICIPAL WATER SYSTEM RELATING TO AN INCREASE IN WATER RATES, ARTICLE III, SEWERS AND SEWAGE DISPOSAL RELATING TO AN INCREASE IN SEWER RATES; AND PROVIDING FOR SEVERABILITY.

**WHEREAS**, the City of Avondale (the “City”) retained Red Oak Consulting in 2004 to prepare and produce a Water and Wastewater Rate Study that evaluates revenues, revenue requirements, cost of service and rates for the City’s water and sewer utilities. Based upon the 2004 Red Oak study, City staff has compiled an updated study, dated September, 2007 (the “Water and Wastewater Rate Update”); and

**WHEREAS**, a copy of the Water and Wastewater Rate Update has been made available to the public by the filing of a copy in the office of the City Clerk at least 30 days prior to the public hearing on the proposed increase in water and wastewater user charges in accordance with ARIZ. REV. STAT. § 9-511.01(A)(1); and

**WHEREAS**, a Notice of Intent to Increase Water and Wastewater User Charges for the City’s water and wastewater utility services was adopted by the City Council on October 15, 2007, and was thereafter published in the West Valley View on November 9, 2007, in accordance with ARIZ. REV. STAT. § 9-511.01(A)(2). A public hearing on the proposed increase was held on December 3, 2007, in accordance with ARIZ. REV. STAT. § 9-511.01(A)(2); and

**WHEREAS**, the City Council finds that the proposed increase in the water and wastewater user charges is fully supported by the Water and Wastewater Rate Update and will fully and fairly recover the cost of providing water and wastewater services from each customer class.

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

**SECTION 1.** That the Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 2, Rates, Charges, Billing and Collection Procedures, Section 24-47, Consumption charges, is hereby deleted in its entirety and replaced with the following:

**24-47 Consumption charges.**

Customer Charge Per Bill - all users	\$ 2.60
<b><u>Meter Size-Base Fee all users*</u></b>	
3/4" Meter	\$ 7.52
1" Meter	15.98
1 1/2" Meter	30.08
2" Meter	48.13
3" Meter	90.24
4" Meter	150.39
6" Meter	300.79
Hydrant Meter	300.79
<b><u>Residential Usage Charge per 1,000 gallons</u></b>	
0-4,000 gal	\$0.94
5,000-8,000 gal	1.44
9,000-12,000gal	2.16
13,000 + gal	3.28
<b><u>**Non-Residential Usage Charge per 1,000 gallons</u></b>	
0-8,000 gal	\$ 1.44
9,000-12,000gal	2.16
13,000 + gal	3.28
Hydrant Usage – all gal	3.28

\*Meter charge for multi-family will be based upon a 47 percent unit equivalency factor applied to the 0.75" meter charge times number of units

\*\*Rate blocks for non-residential users with meters greater than 1" are adjusted by the meter equivalency factor.

SECTION 2. That the Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article III, Sewers and Sewage Disposal Division 4, Rates and Charges Section 24-116, Sewer service charges, is hereby deleted in its entirety and replaced with the following:

**24-116 Sewer service charges.**

Per bill administrative charge	\$6.25	
<i>Customer Class</i>	<i>Volume charge per 1,000 gal</i>	<i>Return Factor</i>
Residential*	\$ 3.08	80%
Multi-Family	3.08	100%
Mobile Home Park*	3.08	80%
Auto Steam Cleaning	9.00	70%
Bakery Wholesale	7.04	80%
Hospital & Convalescence	2.82	80%
Markets with Garbage Disposal	6.59	80%
Repair Shop and Service Station	2.89	80%
Restaurant	7.04	80%
Schools & Colleges	2.31	80%
Bars W/O Dining	2.81	80%
Laundromat	2.42	70%
Commercial Laundry	3.96	70%
Car Wash	1.95	70%
Professional Office	2.27	80%
Department Store & Retail	2.50	80%
Hotel w/Dining	4.91	80%
Hotel w/o Dining	3.12	80%
Mortuaries	6.59	80%
*Residential charges are calculated using the average water usage for the months of December, January and February, adjusted by the listed return factor.		

SECTION 3. That, if any provision or any portion of any provision of this Ordinance is for any reason held to be unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, December 3, 2007.

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Marie Lopez Rogers, Mayor

ATTEST:

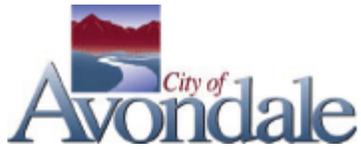
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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
Executive Session

**MEETING DATE:**  
December 3, 2007

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available