

# CITY COUNCIL AGENDA

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

**REGULAR MEETING**  
**December 7, 2009**  
**7:00 PM**

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

**1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

1. Work Session of November 17, 2009
2. Regular Meeting of November 17, 2009

**b. SPECIAL EVENT LIQUOR LICENSE - SOUTHWEST CRISES SERVICES TEAM**

City Council will consider a request from Ms. Doris Goetz on behalf of the Southwest Crises Services Team for a special event liquor license for the Western Avenue Art Walk to be held Saturday, December 18, 2009 from 5:00 to 10:00 p.m. The Council will take appropriate action.

**c. RESOLUTION 2877-1209 - INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT FOR SRD PROGRAM**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District to share the cost of providing a School Resource Detective (SRD) during the 2009-2010 school year at Westview High School and La Joya High School at a cost to the City of \$25,942 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. RESOLUTION 2876-1209 - APPROVING PROPERTY LIENS TO RECOVER ABATEMENT COSTS**

The Council will consider a resolution authorizing the filing of liens on properties for the actual cost of abatement of property maintenance code violations done as part of the Code Enforcement Division Clean and Lien Program and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

**e. ORDINANCE 1396-1209 - ACCEPTING THE DEDICATION OF A PUBLIC UTILITY EASEMENT - VICINITY OF VAN BUREN STREET AND 103RD AVENUE**

The City Council will consider an ordinance accepting the dedication of a public utility easement from 101st and Van Buren Partners, LLP and declaring an emergency to facilitate the construction of power facilities for a City water quality monitoring station in the vicinity of Van Buren Street and 103rd Avenue and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

**f. ORDINANCE 1395-1209 - ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC RIGHT OF WAY AND A PUBLIC UTILITY EASEMENT FROM PHOENIX CHILDREN'S HOSPITAL AND ORDINANCE 1392-1209 GRANTING AND EASEMENT TO SRP**

City Council will consider an ordinance accepting the dedication of public right-of-way and a public utility easement and an ordinance dedicating a parcel of land to be used as an easement all of which are necessary to facilitate the construction of improvements along McDowell Road and Avondale Boulevard and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documents. The Council will take appropriate action.

**4 WATER, SEWER & SANITATION USER CHARGES**

Staff will present the Council with results from the annual water, sewer and sanitation rate analysis. This item is for discussion only.

**5 EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding potential leases.
- b. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a potential economic development agreement.

**6 ADJOURNMENT**

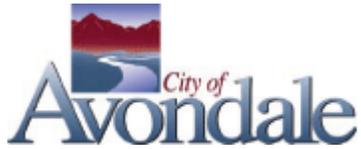
Respectfully submitted,



Carmen Martinez  
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
December 7, 2009

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

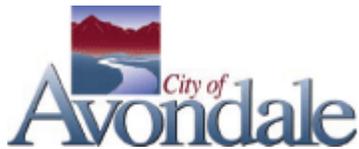
**PURPOSE:**

1. Work Session of November 17, 2009
2. Regular Meeting of November 17, 2009

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Special Event Liquor License - Southwest Crises Services Team

**MEETING DATE:**

December 7, 2009

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that Council consider a request for a special event liquor license from Ms. Doris Goetz on behalf of the Southwest Crises Services Team for the Western Avenue Art Walk to be held on Saturday, December 18, 2009.

**DISCUSSION:**

The City Clerk's Department has received an application for a special event liquor license from Ms. Doris Goetz representing the Southwest Crises Services Team, to be used in conjunction with the Art Festival along Western Avenue to be held on December 18, 2009 from 5:00 p.m. to 9:00 p.m.

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

1. The event will be open to the public.
2. A background check of the organizer, Ms. Doris Goetz, revealed no contact with the Avondale Police Department
3. The nature of the event includes cultural entertainment.
4. The Police Department has reviewed and approved the security plan. Security for this event will be provided by the Avondale Police Department.
5. Wine will be the alcoholic beverage sold at this event.
6. Wine will be served in plastic cups.
7. This is a city-sponsored event and it is the first time that it will be held but no neighborhood disturbances are expected.
8. No problems in the neighborhood are foreseen from this event. The City hosted the Resident Appreciation Night event in the area last year. While no alcohol was served, the event drew a large number of people and no incidents were reported due to noise or traffic.
9. The event will occur on Friday, December 18, 2009 from 5:00 p.m. to 9:00 p.m. Wine will be sold from 6:00 p.m. to 9:00 p.m.
10. Sanitary facilities are available in the library.
11. The area is zoned is Old Town Avondale Business District (OTAB). The Development Services Department has indicated that the proposed use will not result in incompatible land uses.
12. The anticipated total daily attendance is 1,000 and the peak daily attendance of 1,000.
13. Amplification of music will be provided for the event.
14. No traffic control measures are necessary per the Chief of Police.

The required fees have been paid.

**RECOMMENDATION:**

Staff is recommending that Council approve a special event liquor license for the Southwest Crises Services Team, to be used in conjunction with the Western Avenue Art Walk event, to be held on Friday, December 18, 2009 from 5:00 p.m. to 9:00 p.m. at Sam Garcia Library 495 East Western Aveunue, Avondale.

**ATTACHMENTS:**

Click to download

-  [State Special Event Liquor License Application](#)
-  [Comments](#)



10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.**

Name Doris Goetz, Southwest Crises Services Team ~~25%~~ 100% 20%  
Percentage

Address Po Box 6284 Goodyear AZ 85338

Name CITY OF AVONDALE YOUTH PROGRAMS 80 %  
Percentage

Address 11465 W CIVIC CENTER DRIVE AVONDALE AZ 85392  
(Attach additional sheet if necessary)

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

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

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

     # Police  Fencing  
1 # Security personnel  Barriers

TEAM SECURITY WILL PATROL THE EVENT AND BARRIERS WILL BE SET UP WITH ADULT STAFF TO ENSURE NO ALCOHOL IS TAKEN FROM DESIGNATED AREAS

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

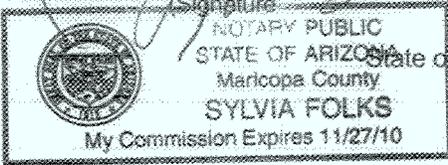
\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

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

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

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

X Doris Goetz Vice President 4/23/09 (623) 512-9725  
 (Print full name) (Title/Position) (Date) (Phone #)



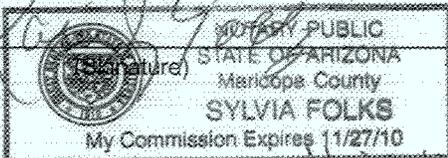
Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this  
23 Day 11 Month 2009 Year

My Commission expires on: 11-27-10 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

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

X [Signature] State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this



23 Day 11 Month 2009 Year

My commission expires on: 11-27-10 (Date) [Signature] (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

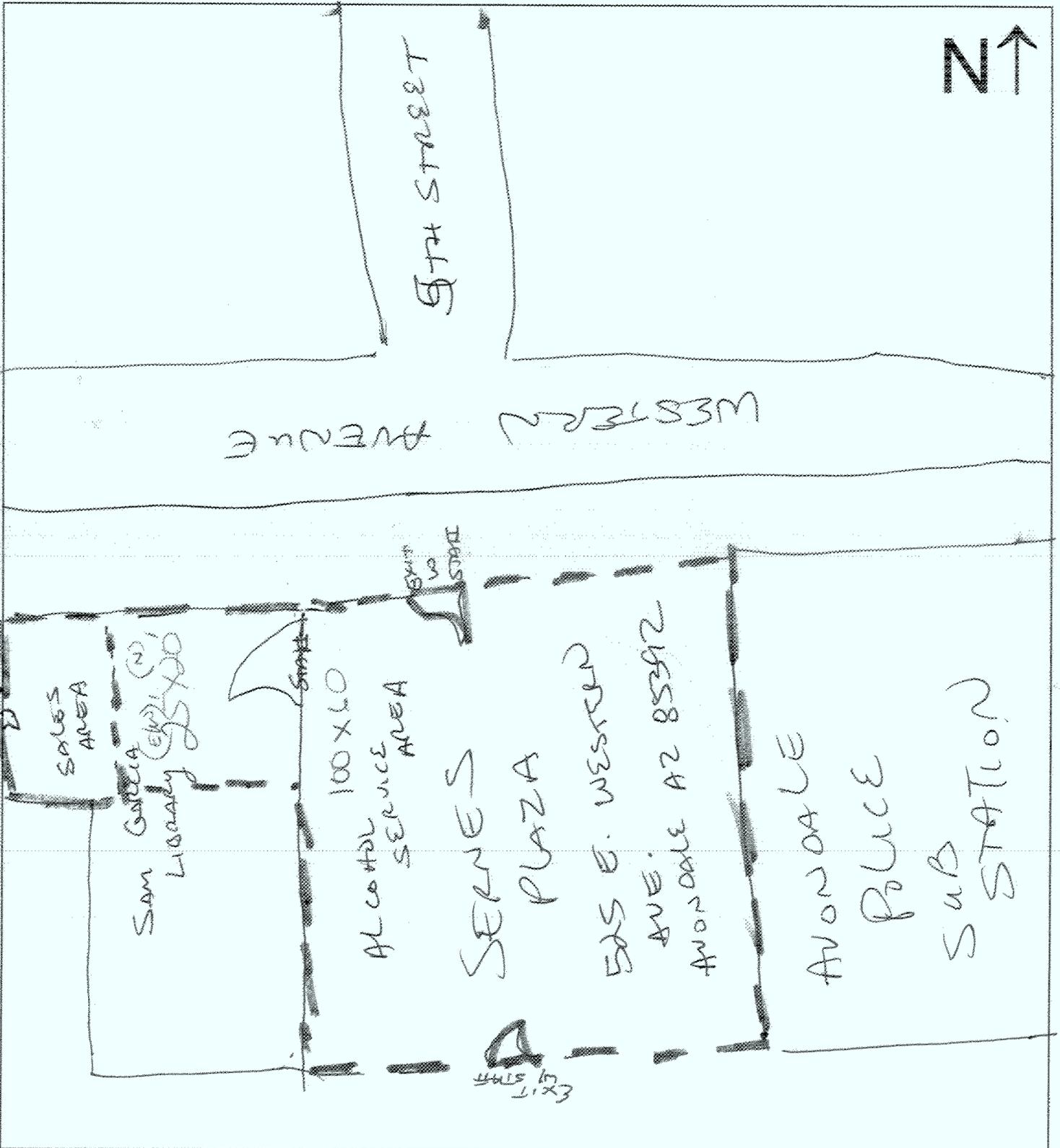
**FOR DLLC DEPARTMENT USE ONLY**

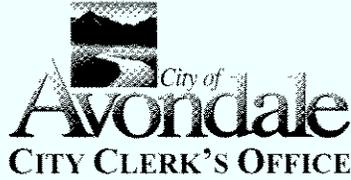
Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

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

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





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT LIQUOR LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

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**APPLICANT'S NAME:** DORIS GOETZ

**ORGANIZATIONS NAME:** SOUTHWEST CRISES SERVICES TEAM

**EVENT ADDRESS:** SAM GARCIA LIBRARY, 495 EAST WESTERN AVENUE

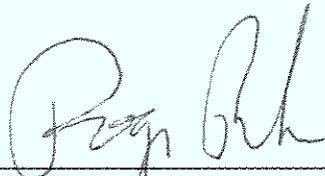
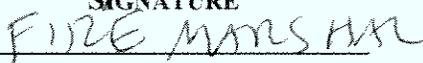
**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85323

**PURPOSE OF EVENT:** WESTERN AVENUE ART WALK

**DEPARTMENTAL COMMENTS:**

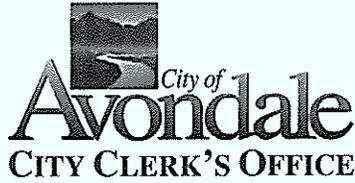
APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 7, 2009  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 25, 2009



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT LIQUOR LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

---

**APPLICANT'S NAME:** DORIS GOETZ

**ORGANIZATIONS NAME:** SOUTHWEST CRISES SERVICES TEAM

**EVENT ADDRESS:** SAM GARCIA LIBRARY, 495 EAST WESTERN AVENUE

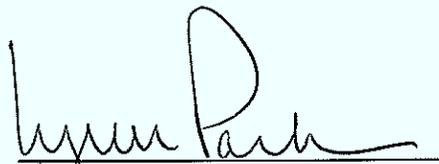
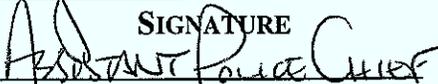
**CITY:** AVONDALE    **STATE:** AZ    **ZIP CODE:** 85323

**PURPOSE OF EVENT:** WESTERN AVENUE ART WALK

**DEPARTMENTAL COMMENTS:**

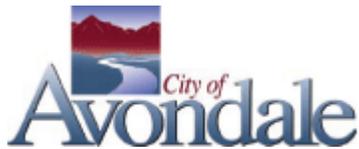
APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

11/20/09  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 7, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 25, 2009**



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2877-1209 - Intergovernmental Agreement with Tolleson Union High School District for SRD Program

**MEETING DATE:**

December 7, 2009

**TO:** Mayor and Council

**FROM:** Kevin Kotsur, Chief of Police (623)333-7201

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District and the City of Avondale to share the cost of providing a School Resource Detective (SRD) during the 2009-2010 school year at Westview High School and La Joya High School.

**BACKGROUND:**

In recent years the population increase in Avondale has revealed school safety issues that have been best addressed through placing a School Resource Detective in the high schools located in Avondale. In 1994 the City of Avondale began to actively pursue alternative funding for the SRD program. Eventually, the School Districts and the City of Avondale made State and Federal Grant requests to fund the SRD's.

In October 2004, the concept of splitting the costs of an SRD with the respective Avondale School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRD's when grant funding is no longer available. This concept has also been approved by the Tolleson Union High School District.

**DISCUSSION:**

The proposed IGA establishes a funding agreement for the school year running from July 1, 2009 through June 30, 2010 for Westview High School and La Joya High School and it provides for direction, supervision, and management of the assigned SRD. The SRD program continues the partnership between the police department and Westview High School and La Joya High School. SRD's are assigned to the classroom where they teach a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRD provides a positive police role model for the students as well as serving as security advisers to school administrators. The police department enjoys the benefit of having an SRD assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRD conducts follow up on criminal investigations involving the students attending the schools, which provides relief to Detectives who would otherwise handle these follow-up investigations.

**BUDGETARY IMPACT:**

The Tolleson Union High School District has committed financially to fund 100% of the assigned SRD's salary, benefits, and school related overtime during the school year at Westview High School and La Joya High School. The cost sharing between the City of Avondale and the Tolleson Union High School District is as follows:

### Westview High School

- Total yearly salary and ERE for the assigned SRD at Westview High School is \$80,580
- Assuming a ten month school year, the cost to Westview High School would be \$67,150
- The city's cost would be \$13,430 for Westview High School as the City of Avondale will pay an entire two month salary and ERE when school is out of session.

### La Joya High School

- Total yearly and ERE for the assigned SRD at La Joya High School is \$75,070
- Assuming a ten month school year, the cost to La Joya High School would be \$62,558
- The city's cost would be \$12,512 for La Joya High School as the City of Avondale will pay an entire two month salary and ERE when school is out of session.

### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District to share the cost of providing a School Resource Detective during the school year at an annual cost to the City of \$25,942.

### **ATTACHMENTS:**

Click to download

 [Resolution 2877-1209](#)

**RESOLUTION NO. 2877-1209**

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 7, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 2877-1209

[Intergovernmental Agreement]

See following pages.

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

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of August 31, 2009 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its Safe Schools Grant (the "Grant") to fund school resource detective services ("SRD Services") for Westview High School and La Joya Community High School.

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

C. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 15-342 and ARIZ. REV. STAT. § 11-952.

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

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

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

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

b. The City shall ensure that designated SRDs attend annual training provided by the Arizona Department of Education.

c. The Avondale Police Detectives performing SRD Services shall fulfill their duties as sworn law enforcement detectives for the State of Arizona. The SRDs must be present and accessible on the school campus that they are assigned to by the Grant. Absent an emergency, the SRD shall not be called away from their designated school. If the SRD is called away on police business, including, but not limited to City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs shall be born by the City. If the SRD is attending an SRD-related training or other activity mandated by the Grant, the District shall be invoiced as describe in Section 2.1.

d. The City shall ensure that each SRD complete 180 hours of Law Related Education (“LRE”), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students, and at least 100 hours of universal instruction.

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

f. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRDs responsibilities; provided, however, that the City shall be responsible for 100% of the SRDs’ costs when so assigned.

g. In addition to the provisions of Section 3.18, the City shall, within ten (10) business days upon request by the District, provide verification to District of SRD’s successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

h. The roles and responsibilities of the City and the District with respect to the SRD Services shall be as set forth in the School Safety Program Guidance Manual, provided as part of the Grant, attached hereto as Exhibit A and incorporated herein by reference, and as set forth by the Avondale Police Department SRD Program, attached hereto as Exhibit B and incorporated herein by reference. In the event of a conflict between Exhibit A and Exhibit B, the provisions of Exhibit A shall control.

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

## SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

a. The District shall pay 100% of the costs associated with SRD Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRDs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRDs to the City related duties. The SRDs' time spent at Westview High School and La Joya Community High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRD overtime worked on school related investigations. SRDs must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school related overtime. Overtime pay for extra-curricular activities will not be paid by Grant funds. Overtime hours performed for extra-curricular activities will be paid from the appropriate budget District funding source. The District will not pay for any SRD Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRD nor for any sick leave incurred by an SRD.

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

2.2 Office Space. The District shall provide office space that provides privacy for the SRDs to conduct confidential business. The office(s) provided shall include the necessary equipment for the SRDs to effectively perform their duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRD Related Expenses. The Grant shall provide \$50 towards the travel/mileage expenses incurred by any of the SRDs providing SRD Services as the result of his or her participation in any mandatory trainings provided by the ADE. The District shall provide \$100 for supplies and expenses for each SRD as may be incurred throughout the school year.

2.4 Non-Interference by District. No District, Westview High School, or La Joya Community High School administrator shall interfere with an SRD's sworn law enforcement duties. To the fullest extent permitted by law, the City shall indemnify, and hold harmless the District, the District's agents, representatives, officers, officials and employees for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from an SRD acting outside, or in excess, of District rules and policies regarding interviewing and searching students and/or the use of appropriate physical force on students.

2.5 Removal of SRDs. The District may cause an SRD to remove himself from a school if the District determines that the SRD poses a danger to the children at that school or to District employees, provided that the District shall immediately contact the SRD's superior officer and the person designated by the City in Section 3.6 below by telephone call or fax to describe the situation and to describe the District's concern for the safety of the children. Upon receipt of notice of the removal of an SRD from a school, and in accordance with the Department's internal policies, the Department shall immediately commence an investigation into the alleged wrongdoing. The



Avondale, Arizona 85323  
Attn: Charles P. McClendon, City Manager  
Facsimile: (623) 333-0100

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

If to the District: Tolleson Union High School District  
9801 West Van Buren Street  
Tolleson, Arizona 85353  
Attn: Cheryl Burt  
Facsimile: (623) 478-4197

With a copy to: Udall, Shumway & Lyons, P.L.C.  
30 West First Street  
Mesa, Arizona 85203  
Attn: Jessica S. Sanchez, Esq.  
Facsimile: (480) 833-9392

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

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

3.8 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general

obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

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

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

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

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

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

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

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

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

3.16 Sudan/Iran. Pursuant to ARIZ. REV. STAT. §§ 35-391, *et seq.* and 35-393.06, *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15- 512 unless otherwise exempted.

3.19 Coordination of Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona  
municipal corporation

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

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

By: \_\_\_\_\_  
Dr. Margo Seck, Interim Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the CITY OF AVONDALE, acting by and through its CITY COUNCIL, and the TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, an Agreement between public agencies which, has been reviewed pursuant to ARIZ. REV. STAT. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 under the laws of the State of Arizona.

No opinion is expressed as to the authority of the CITY to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Jessica S. Sanchez, Attorney for the District

I have reviewed the above referenced Intergovernmental Agreement between the CITY OF AVONDALE, acting by and through its CITY COUNCIL, and the TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, an Agreement between public agencies which, has been reviewed pursuant to ARIZ. REV. STAT. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF AVONDALE under the laws of the State of Arizona.

No opinion is expressed as to the authority of the DISTRICT to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

[School Safety Program Guidance Manual]

See following pages.

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

[Avondale Police Department SRD Program]

See following pages.

## **AVONDALE POLICE DEPARTMENT SRD PROGRAM**

### **I. Introduction.**

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

### **II. Mission and Values.**

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

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

#### **B. Values:**

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

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

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

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

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

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

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

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

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

### **III. Goals.**

#### **A. To reduce incidents of school violence:**

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

#### **B. Reduction of criminal offenses committed by students.**

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

**C. Establish positive rapport with students and parents.**

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

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

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

**IV. Organizational Structure.**

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

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

**V. Procedures.**

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

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

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

## **VI. SRD Selection.**

### **A. Recommended Qualifications:**

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

### **B. SRD Duties Include:**

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

- Maintain tracking system of statistical information required by supervisor and school administration.

## **VII. SRD Role.**

The School Resource Officer has three basic roles:

### **A. Law Enforcement Officer:**

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

### **B. Law-Related Educator:**

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

shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Westview High School or La Joya Community High School Principal or designee:

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

**C. Positive Role Model:**

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

**VIII. SRD Supervisor Role:**

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

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

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

**IX. School District Role:**

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

**A. District Level:**

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

**B. Building Level Administration:**

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

**C. Teacher:**

1. Supports and communicates information about the SRD Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRD in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

## **X. The Performance Evaluation**

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

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

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

## **XI. Law Related Education (LRE)<sup>1</sup>**

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

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

1. Promotes critical, analytical and problem-solving skills.

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

2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

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

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

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

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

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system”.

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

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

## **WEBSITES**

Arizona Department of Education

[www.ade.az.gov](http://www.ade.az.gov)

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

Arizona Foundation for Legal Services and Education

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

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

Law For Kids

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

Arizona Prevention Resource Center (APRC)

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

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

Join Together ONLINE

<http://jointogether.org>

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

Keep Schools Safe

[www.keepschoolssafe.org](http://www.keepschoolssafe.org)

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

[www.nasro.org](http://www.nasro.org)

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

Arizona School Resource Officers Association (ASROA)

[www.asroa.org](http://www.asroa.org)

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

National Clearinghouse for Alcohol and Drug Information

[www.health.org](http://www.health.org)

A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center

[www.dropoutprevention.org](http://www.dropoutprevention.org)

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

National Resource Center for Safe Schools

[www.nwrel.org](http://www.nwrel.org)

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

National School Safety Center

[www.nssc1.org](http://www.nssc1.org)

Clearinghouse for school safety information.

National Youth Gang Center

[www.iir.com/nygc](http://www.iir.com/nygc)

Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online

[www.pavent.org](http://www.pavent.org)

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

Office of Juvenile Justice and Delinquency Prevention

[www.ncjrs.org](http://www.ncjrs.org)

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

Constitutional Rights Foundation (CRF)

[www.crf-usa.org](http://www.crf-usa.org)

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

National Law-Related Education Resource Center (NLRC)

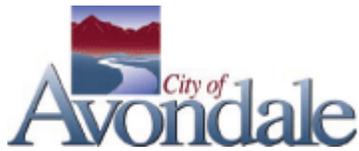
[www.abanet.org](http://www.abanet.org)

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

Street Law, Inc

[www.streetlaw.org](http://www.streetlaw.org)

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



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2876-1209 - Approving Property Liens to Recover Abatement Costs

**MEETING DATE:**

December 7, 2009

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood and Family Services Director (623)333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a resolution authorizing the placement of liens on properties to recover the cost of abatement of property maintenance violations. Properties were abated for weeds and overgrown landscaping as part of the Code Enforcement Division Clean and Lien Program.

**BACKGROUND:**

As a result of the proliferation of vacant, abandoned homes due to foreclosure, there has been an increase in overgrown vegetation on properties in residential subdivisions. The International Property Maintenance Code authorizes the City to abate or remove a property maintenance violation and to lien a property for the cost. The City Council provided funding for the Code Enforcement Division to clean properties when enforcement efforts were not successful. These funds were to be recovered when possible by placing liens on the properties. If approved, this resolution would authorize \$10,735 in liens on 26 properties. The average lien amount is \$412, and the highest amount is \$655. The attached chart includes a list of properties and lien amounts.

**DISCUSSION:**

The Clean and Lien program has enabled the Code Enforcement Division to address problem properties and health and safety hazards when the enforcement route has not been successful. As a result of the increase in foreclosures, many properties have been abandoned. Finding a responsible party and serving legal notice has been complicated by the transition from the mortgage holder to the bank. In addition, the banks have had varying degrees of responsiveness in addressing property maintenance issues. In the interim, abandoned properties often had overgrown weeds, resulting in eyesores and often fire hazards.

The Clean and Lien Program has enabled the Code Enforcement Division to address the worst properties when the responsible party either cannot be located, or is not responsive. The lien is placed on the title to the property, and the City will remove the lien when the full amount is reimbursed. The International Property Maintenance Code (IPMC) establishes a process for placing liens on properties. This includes a review of the proposed liens by the IPMC Appeals Board, which was completed on November 10, 2009. The Board approved the liens unanimously.

**BUDGETARY IMPACT:**

This item has no budget impact. No additional funds are needed to place liens on the properties.

**RECOMMENDATION:**

Staff recommends that the City Council approve a resolution authorizing the placement of liens on properties to recover the cost of abatement of property maintenance violations.

## ATTACHMENTS:

Click to download

 [Chart of Abated Properties](#)

 [Resolution 2876-1209](#)

**PROPERTIES ABATED AND ACTUAL COST**

<b>APN</b>	<b>ADDRESS</b>	<b>SUBDIVISION</b>	<b>COST</b>	<b>ABATEMENT</b>
102-28-527	3105 N. Ivory Ln.	Las Vistas	\$485	Front and rear yard weed clean-up, tree trimming
500-30-458	11808 W. Hopi St.	Coldwater Ridge	\$435	Front and rear yard weed clean-up, tree trimming
500-31-293	1206 S. 121 <sup>st</sup> Dr.	Cambridge Estates	\$565	Front yard weed clean-up, tree/bush trimming
501-63-390	12376 W. Hazelwood St.	Rio Crossing	\$290	Front yard weed clean-up, tree trimming
500-31-438	1401 S. 119 <sup>th</sup> Ave.	Cambridge Estates	\$365	Front yard weed clean-up, tree/bush trimming
500-51-057F	741 S. Central Ave.	n/a	\$360	Front yard weed clean-up
101-52-171	11208 W. Durango St.	Cashion Mobile Homes 2	\$655	Vacant lot weed clean-up and tree trimming
102-29-268	10750 W. Cambridge St.	Upland Park	\$435	Front and rear yard weed clean-up, tree trimming
500-59-008B	3643 S. Litchfield Rd.	n/a	\$510	Front and rear yard weed clean-up, tree trimming
500-62-011C	NE Corner Vermeesch Rd. and Elwood St.	Vermeesch Acres	\$505	Vacant lot weed clean-up
500-95-311	706 S. 117 <sup>th</sup> Dr.	Glenhurst	\$410	Front yard weed clean-up, tree/bush trimming
500-31-425	11983 W. Pima St.	Cambridge Estates	\$305	Front yard weed clean-up, tree/bush trimming
500-45-036	61 W. Ely Ln.	Avondale Heights 2	\$460	Front yard weed clean-up, tree removal
508-02-497	13502 W. Avalon Dr.	Fulton Estates	\$535	Front yard weed clean-up, tree/bush removal
500-56-032	1107 S. 3 <sup>rd</sup> St.	Lynne Estates	\$360	Front and rear yard weed clean-up
102-27-573	3725 N. 105 <sup>th</sup> Ln.	Westwind Unit 2	\$360	Front and rear yard weed clean-up
500-66-216	3413 S. 121 <sup>st</sup> Dr.	Cantada Ranch	\$465	Front and rear yard weed clean-up, tree trimming
500-66-168	3414 S. 121 <sup>st</sup> Ln.	Cantada Ranch	\$395	Front and rear yard weed clean-up, tree trimming
501-63-689	4205 N. 123 <sup>rd</sup> Dr.	Rio Crossing	\$435	Front and rear yard weed clean-up, tree trimming
501-63-586	12362 W. Glenrosa Ave.	Rio Crossing	\$360	Front and rear yard weed clean-up
102-30-823	11225 W. Coronado Rd.	Crystal Point	\$215	Front yard weed clean-up
500-95-246	11721 W. Sherman St.	Glenhurst	\$290	Front yard weed clean-up, tree trimming
500-95-103	11645 W. Western Ave.	Glenhurst	\$215	Front yard weed clean-up
500-95-053	11555 W. Hill Dr.	Glenhurst	\$290	Front yard weed clean-up
101-01-359	11179 W. Hadley St.	CW Ranch	\$485	Front yard weed clean-up, tree/bush trimming
101-01-160	11366 W. Buchanan St.	CW Ranch	\$550	Front yard weed clean-up, tree/bush trimming
	<b>TOTAL</b>		<b>\$10,735</b>	

\*All weed abatement services included pre/post emergent treatment to minimize reoccurrence of weeds; 6 month warranty was included

**RESOLUTION NO. 2876-1209**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE ASSESSMENT AMOUNTS RECOMMENDED BY THE IPMC BOARD OF APPEALS AND DIRECTING THAT SUCH ASSESSMENTS BE RECORDED AS LIENS AGAINST CERTAIN PARCELS OF REAL PROPERTY IN THE CITY.

**WHEREAS**, ARIZ. REV. STAT. § 9-499 (the “Applicable Law”) sets forth that the governing body of a city or town shall compel the owner, lessee or occupant of property to remove rubbish, trash, weeds or other accumulation of filth, debris or dilapidated structures which constitute a hazard to public health and safety from buildings, grounds, lots, contiguous sidewalks, streets and alleys; and

**WHEREAS**, Applicable Law authorizes the governing body of the city or town to prescribe a procedure for the removal or abatement of any rubbish, trash, weeds or other accumulation of filth, debris or dilapidated structures, and for making the actual cost of the removal or abatement by the city or town, including the actual costs of any additional inspection and other incidental connected costs, an assessment upon the property from which the rubbish, trash, weeds or other accumulations are removed or abated; and

**WHEREAS**, Applicable Law states that a recorded assessment is prior to and superior to all other liens, obligations, mortgages or other encumbrances, except for liens for general taxes; and

**WHEREAS**, Applicable Law also states that any assessments imposed by the governing body of the city or town run against the property until paid; and

**WHEREAS**, City Code § 15-28 incorporates the 2006 International Property Maintenance Code and that certain document known as the Avondale Amendments to the 2006 International Property Maintenance Code, amended and restated September 8, 2008, that prescribes the procedure for the removal or abatement of any rubbish, trash, weeds or other accumulation of filth, debris or dilapidated structures, and for making the actual cost of the removal or abatement by the City of Avondale (the “City”), including the actual costs of any additional inspection and other incidental connected costs, an assessment upon the property from which the rubbish, trash, weeds or other accumulations are removed or abated; and

**WHEREAS**, in Fiscal Year 2007-2008, the Council of the City of Avondale (the “City Council”) allocated monies in the budget to remove or abate violations of City Code § 15-28 throughout the incorporated limits of the City; and

**WHEREAS**, the City staff utilized the funding from the City Council to weed abatement on 31 properties, of which the actual costs of the removal or abatement remain outstanding on 26 properties and are described in Exhibit A, attached hereto and incorporated herein by reference (the “Abatement Properties”); and

**WHEREAS**, the City Council desires to utilize the procedures set forth in Applicable Law and City Code § 15-28 to recover the costs incurred for removing or abating such violations upon the Abatement Properties; and

**WHEREAS**, pursuant to City Code § 15-28, the IMPC Board of Appeals held a public meeting on November 10, 2009, and approved the actual cost of removal or abatement for each of the Abatement Properties, which cost is listed in Exhibit A, and recommended to the City Council that the actual costs for removal or abatement of violations of City Code § 15-28 be assessed against the respective Abatement Properties listed in Exhibit A.

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby accepts the recommendations of the IPMC Board of Appeals for the Abatement Properties set forth in Exhibit A, and hereby assesses the actual costs of removal or abatement for the Abatement Properties in the amounts set forth in Exhibit A.

SECTION 3. Each assessment hereby ordered by the City Council shall be recorded in the Maricopa County Recorder’s Office, and from the date of its recording, shall be a lien on the respective property set forth on Exhibit A. Pursuant to Applicable Law, such recorded assessment is prior to and superior to all other liens, obligations, mortgages or other encumbrances, except for liens for general taxes. Assessments under City Code § 15-28 run against the respective property until paid and are due and payable to the City in accordance with the schedule set forth in Applicable Law.

SECTION 4. 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 preparation, execution and recording of the assessments and to take all further steps deemed necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 7, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 2876-1209

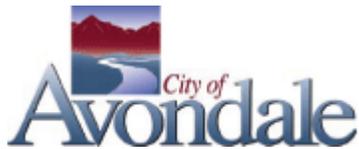
[Properties Abated and Actual Cost of Abatement]

See following page.

## PROPERTIES ABATED AND ACTUAL COST OF ABATEMENT

APN	ADDRESS	SUBDIVISION	COST	ABATEMENT
102-28-527	3105 N. Ivory Ln.	Las Vistas	\$485	Front and rear yard weed clean-up, tree trimming
500-30-458	11808 W. Hopi St.	Coldwater Ridge	\$435	Front and rear yard weed clean-up, tree trimming
500-31-293	1206 South 121st Drive	Cambridge Estates	\$565	Front yard weed clean-up, tree/bush trimming
501-63-390	12376 West Hazelwood Street	Rio Crossing	\$290	Front yard weed clean-up, tree trimming
500-31-438	1401 South 119th Avenue	Cambridge Estates	\$365	Front yard weed clean-up, tree/bush trimming
500-51-057F	741 South Central Avenue	n/a	\$360	Front yard weed clean-up
101-52-171	11208 West Durango Street	Cashion Mobile Homes 2	\$655	Vacant lot weed clean-up and tree trimming
102-29-268	10750 West Cambridge Street	Upland Park	\$435	Front and rear yard weed clean-up, tree trimming
500-59-008B	3643 South Litchfield Road	n/a	\$510	Front and rear yard weed clean-up, tree trimming
500-62-011C	NE Corner Vermeesch Rd. and Elmwood Street	Vermeesch Acres	\$505	Vacant lot weed clean-up
500-95-311	706 South 117th Drive	Glenhurst	\$410	Front yard weed clean-up, tree/bush trimming
500-31-425	11983 West Pima Street	Cambridge Estates	\$305	Front yard weed clean-up, tree/bush trimming
500-45-036	61 West Ely Lane	Avondale Heights 2	\$460	Front yard weed clean-up, tree removal
508-02-497	13502 West Avalon Drive	Fulton Estates	\$535	Front yard weed clean-up, tree/bush removal
500-56-032	1107 South 3rd Street	Lynne Estates	\$360	Front and rear yard weed clean-up
102-27-573	3725 N. 105th Lane	Westwind Unit 2	\$360	Front and rear yard weed clean-up
500-66-216	3413 South 121st Drive	Cantada Ranch	\$465	Front and rear yard weed clean-up, tree trimming
500-66-168	3414 South 121st Lane	Cantada Ranch	\$395	Front and rear yard weed clean-up, tree trimming
501-63-689	4205 N. 123rd Drive	Rio Crossing	\$435	Front and rear yard weed clean-up, tree trimming
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101-01-359	11179 West Hadley Street	CW Ranch	\$485	Front yard weed clean-up, tree/bush trimming
101-01-160	11366 West Buchanan Street	CW Ranch	\$550	Front yard weed clean-up, tree/bush trimming

\* All weed abatement services included pre/post emergent treatment to minimize reoccurrence of weeds; 6 month warranty was included.



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1396-1209 - Accepting the Dedication of a Public Utility Easement - Vicinity of Van Buren Street and 103rd Avenue

**MEETING DATE:**

December 7, 2009

**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 adopt an ordinance approving a public utility easement agreement and declaring an emergency with 101st and Van Buren Partners, LLP that is necessary to facilitate the construction of power facilities for a City water quality monitoring station in the vicinity of Van Buren Street and 103rd Avenue, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation.

**DISCUSSION:**

On January 5, City Council approved a construction contract for BlueCor Contracting for construction of a waterline along Van Buren Street from 103rd Avenue to 99th Avenue. Construction of a water quality monitoring station (WQMS) was also included in the contract. The waterline and WQMS were to be constructed in a waterline easement obtained earlier. It was discovered that this easement was not adequate to allow construction of the power facilities that were required to operate the WQMS. The property owner has agreed to this agreement to allow the power facilities to be constructed in the ultimate location, so they will not have to be relocated at a later date.

**BUDGETARY IMPACT:**

Approval of this public utility easement agreement will have no budgetary impact on the City.

**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance approving a public utility easement agreement with 101st and Van Buren Partners, LLP and declaring an emergency that is necessary to facilitate the construction of power facilities for a City water quality monitoring station in the vicinity of Van Buren Street and 103rd Avenue, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation.

**ATTACHMENTS:**

Click to download

 [Ordinance 1396-1209](#)

**ORDINANCE NO. 1396-1209**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF A PUBLIC UTILITY EASEMENT AND DECLARING AN EMERGENCY.

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

SECTION 1. An easement over  $\pm$  0.110 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 102-54-001E, generally located north of Van Buren Street, east of 103rd Avenue, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from 101st & Van Buren Partners, L.L.P., an Arizona limited liability partnership, for public utility purposes.

SECTION 2. That the immediate operation of this Ordinance is necessary to preserve public health and safety by ensuring timely completion of certain public water infrastructure; 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.

SECTION 3. 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.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 7, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
ORDINANCE NO. 1396-1209

[Legal description and map of Public Utility Easement]

See following pages.

Legal Description  
Public Utilities Easement  
North Side Van Buren Street  
East of 103<sup>rd</sup> Avenue  
Part APN: 102-54-001-E

A portion of that certain parcel as recorded in docket 20060620056 of the official records of Maricopa County, Arizona situated in the West half of the Southeast quarter of Section 5, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the South quarter corner of said Section 5;

Thence North 00 degrees 07 minutes 48 seconds East along the West line of said West half, a distance of 33.00 feet, to a point on the Northerly right-of-way line of Van Buren Street;

Thence North 89 degrees 15 minutes 13 seconds East along said right-of-way, parallel with and 33.00 feet North of the South line of said Southeast quarter, a distance of 670.00 feet to the True Point of Beginning:

Thence departing from said Right-of-Way, North 0 degrees 44 minutes 12 seconds West 32.00 feet;

North 89 degrees 15 minutes 13 seconds East 150.00 feet;

Thence South 0 degrees 44 minutes 12 seconds East 32.00 feet to a point on said North right-of-way;

Thence South 89 degrees 15 minutes 13 seconds West along said right-of-way, a distance of 150.00 feet to the True Point of Beginning:

Said Parcel contains 4800 square feet, more or less.

Note: This drawing is based upon record information only

**APN 102-54-001-E**



West Line of the West Half  
Southeast Quarter Section 5

103RD AVENUE

N 89° 15' 13" E 150.00'

N 0°44'12" W  
32.00'

**Public Utilities Easement**

Area: 4800 sq. ft.

S 89° 15' 13" W 150.00'

S 0°44'12" E  
32.00'

670.00'

North Right-of-Way Line

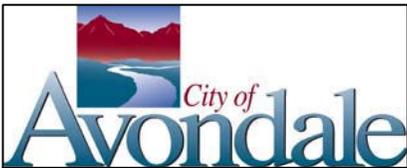
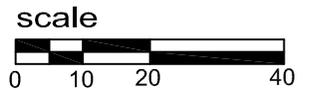
N 0°07'48" E  
33.00'

33.00'  
R/W

N 89° 15' 13" E

**Van Buren Street**

South quarter corner Section 5  
Township 1 North, Range 1 East  
Gila & Salt River Meridian,  
Maricopa County, Arizona



GIS-LAND SERVICES  
Division of  
WATER RESOURCES  
DEPARTMENT

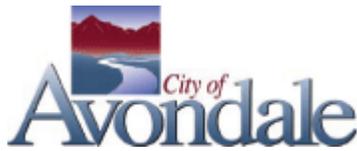
**EXHIBIT MAP  
PUBLIC UTILITIES EASEMENT**

Part of MCR DKT 20060620056  
Parcel 102-54-001-E

DATE: 11-18-2009  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
VanBuren Waterline

PAGE  
2 OF 2



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1395-1209 - Accepting the Dedication of Real Property for use as public right of way and a public utility easement from Phoenix Children's Hospital and Ordinance 1392-1209 Granting and Easement to SRP

**MEETING DATE:**

December 7, 2009

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance accepting the dedication of public right-of-way and a public utility easement which are necessary to facilitate the construction of improvements along McDowell Road and Avondale Boulevard, adopt an ordinance dedicating a parcel of land to be used as an easement that is required for the Avondale Boulevard and McDowell Road Improvement Project and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation.

**BACKGROUND:**

At the October 20, 2008 meeting, the City Council approved a rezoning and site plan for the Phoenix Children's Hospital (PCH) property located at the northeast corner of McDowell Road and Avondale Boulevard (see attached vicinity map). The City Council stipulated a number of items with the site plan approval including off-site improvements on McDowell Road and Avondale Boulevard. Staff determined that it is in the City's best interest to complete the off-site improvements on McDowell Road as a Capital Improvement Project managed by the Engineering Department. At the November 3, 2008 meeting, the City Council approved a Professional Services Agreement with Ritoch-Powell & Associates to complete the McDowell Road design. The proposed improvements along McDowell Road and Avondale Boulevard as well as proposed improvements within PCH's site require that PCH dedicate public right-of-way and a public utility easement to the City and that the City dedicate a parcel of land to be used as an electrical easement to Salt River Project (SRP).

**DISCUSSION:**

The proposed public right-of-way is located at the northeast corner of McDowell Road and Avondale Boulevard (see attached exhibit). The proposed public right-of-way will be required to construct the proposed roadway improvements. The proposed public utility easement (see attached exhibit) will be necessary to install utilities which will serve the PCH's present and future needs.

The dedication of the electrical ground easement to SRP is necessary for the proposed roadway improvements along McDowell Road. The easement is located within existing public rights-of-way in front of the Donatela I Subdivision (see attached exhibit).

Staff has reviewed and approved the respective legal descriptions.

**BUDGETARY IMPACT:**

Accepting the dedication of public right-of-way and a public utility easement, and dedicating an

easement to SRP will have no budgetary impact on the City.

**RECOMMENDATION:**

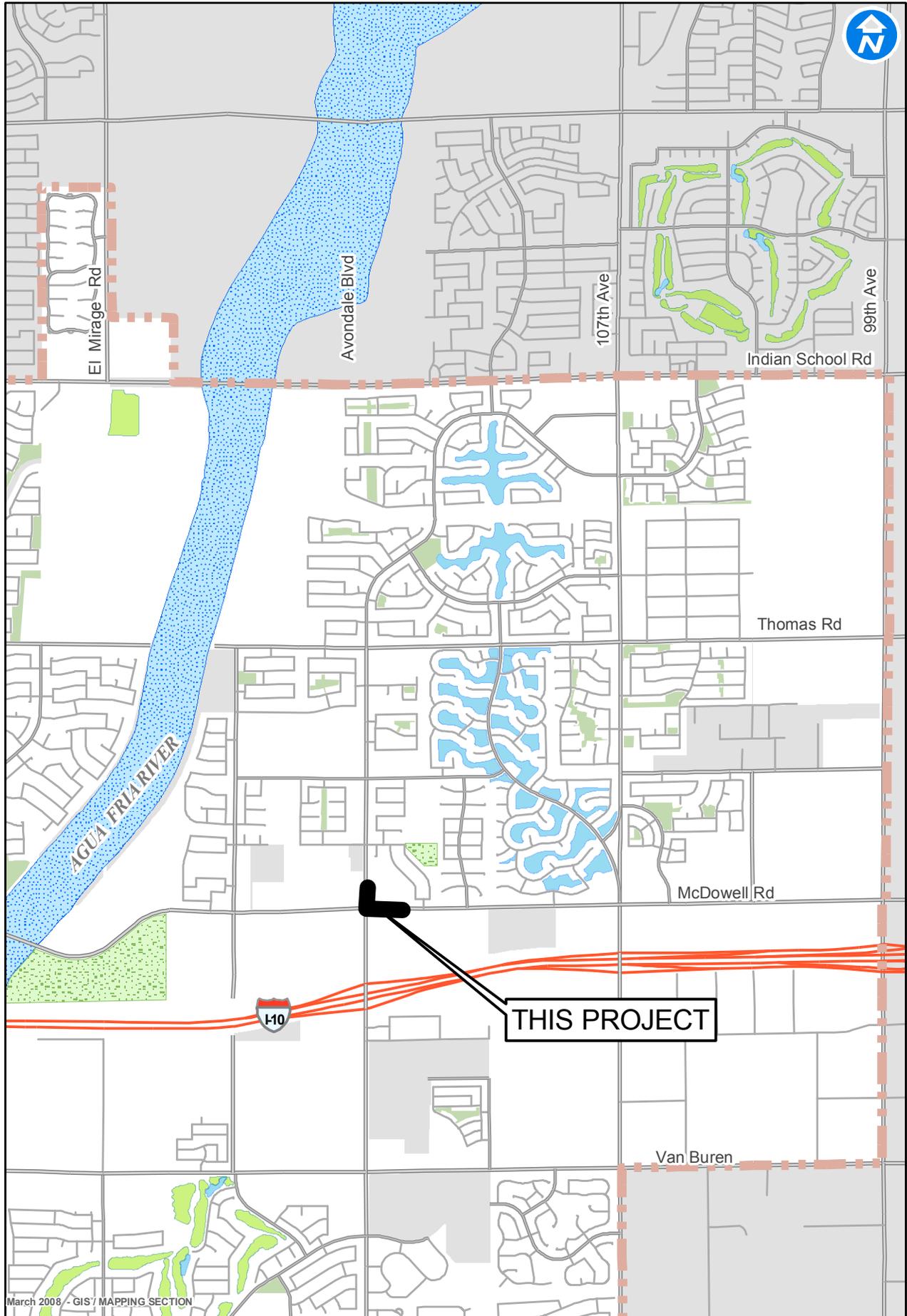
Staff recommends that the City Council adopt an ordinance accepting the dedication of public right-of-way and a public utility easement which are necessary to facilitate the construction of improvements along McDowell Road and Avondale Boulevard, adopt an ordinance dedicating a parcel of land to be used as an easement that is required for the Avondale Boulevard and McDowell Road Improvement Project and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation.

**ATTACHMENTS:**

Click to download

-  [Vicinity Map](#)
-  [Ordinance 1395-1209](#)
-  [Ordinance 1392-1209](#)

# VICINITY MAP



March 2008 - GIS / MAPPING SECTION

CITY OF AVONDALE  
Phoenix Children's Hospital

**ORDINANCE NO. 1395-1209**

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

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

SECTION 1. That  $\pm$  0.367 acres of certain real property, being a portion of Maricopa County Assessor's Parcel No. 102-30-004L, generally located east of Avondale Boulevard, north of McDowell Road, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Phoenix Children's Hospital, Inc., an Arizona non-profit corporation ("PCH"), for use as public right-of-way.

SECTION 2. An easement over  $\pm$  0.326 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 102-30-004L, generally located east of Avondale Boulevard, north of McDowell Road, as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City from PCH, for public utility purposes.

SECTION 3. 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.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 7, 2009.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1395-1209

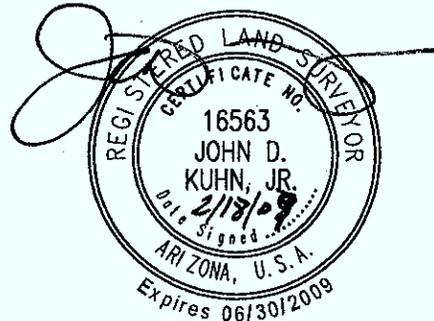
[Legal description and map of Right-of-Way]

See following pages.



**Evans, Kuhn  
& Associates, Inc.**

7227 N. 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
602.248.9158 fax



February 18, 2009  
Phoenix Children's Hospital  
Avondale Campus  
Proposed Right of Way  
Dedication  
EKA# 5696  
Page 1 of 2

**LEGAL DESCRIPTION  
OF A  
PARCEL OF LAND**

A portion of the Southwest quarter of the Southwest quarter of Section 31, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a brass cap in hand hole at the Southwest corner of said Section 31 from which an aluminum cap flush at the West quarter corner of said Section 31 bears North 00 degrees 06 minutes 52 seconds East a distance of 2632.01 feet (Basis of Bearings);

THENCE North 00 degrees 06 minutes 52 seconds East, along the West line of the Southwest quarter of the Southwest quarter of said Section 31, a distance of 106.21 feet;

THENCE departing said West line, South 89 degrees 53 minutes 08 seconds East, a distance of 55.00 feet to a point on the easterly right-of-way line of Avondale Boulevard and the POINT OF BEGINNING;

THENCE North 00 degrees 06 minutes 52 seconds East, along a line 55.00 feet East of and parallel to the West line of the Southwest quarter of the Southwest quarter of Section 31, said line being the easterly right-of-way line of Avondale Boulevard, a distance of 665.30 feet;

THENCE South 38 degrees 32 minutes 43 seconds East, a distance of 8.00 feet;

THENCE South 00 degrees 06 minutes 52 seconds West, along a line 60.00 feet East of and parallel to said West line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 531.16 feet;

THENCE South 44 degrees 53 minutes 08 seconds East, a distance of 2.83 feet;

THENCE South 00 degrees 06 minutes 52 seconds West, along a line 62.00 feet East of and parallel to said West line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 108.23 feet;

THENCE South 45 degrees 30 minutes 22 seconds East, a distance of 55.95 feet;

THENCE North 88 degrees 52 minutes 23 seconds East, a distance of 210.12 feet along a line 82.50 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 31;

THENCE North 89 degrees 30 minutes 56 seconds East, a distance of 535.22 feet;

THENCE South 00 degrees 06 minutes 52 seconds West, a distance of 11.50 feet to a point on the northerly right-of-way line of McDowell Road;

THENCE along said northerly right-of-way line through the following 2 courses;

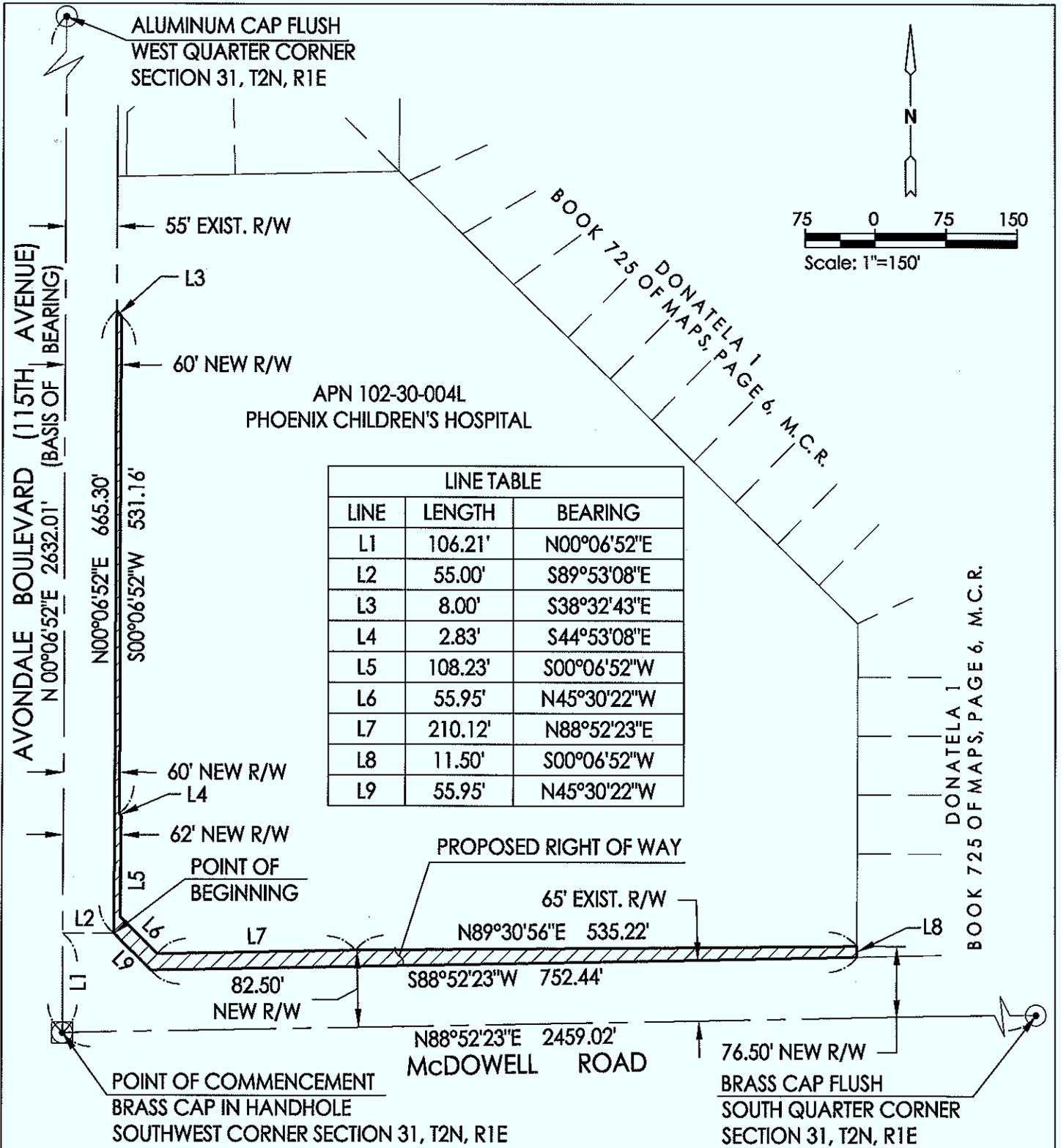
South 88 degrees 52 minutes 23 seconds West, a distance of 752.44 feet;

North 45 degrees 30 minutes 22 seconds West, a distance of 55.95 feet to the POINT OF BEGINNING.

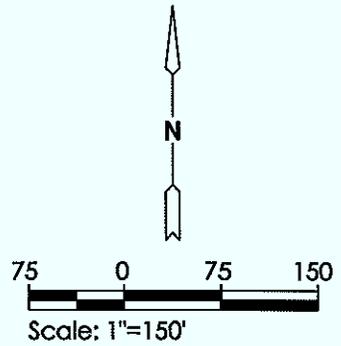
Subject to existing easements and covenants.

Said parcel containing 15,983.3 square feet or 0.3669 acres, more or less.

O:\5696\5696-New-ROW-Exhibit.dwg, 2/18/2009 3:15:05 PM, cduun, HP 5500C-Color, 1:1



LINE TABLE		
LINE	LENGTH	BEARING
L1	106.21'	N00°06'52"E
L2	55.00'	S89°53'08"E
L3	8.00'	S38°32'43"E
L4	2.83'	S44°53'08"E
L5	108.23'	S00°06'52"W
L6	55.95'	N45°30'22"W
L7	210.12'	N88°52'23"E
L8	11.50'	S00°06'52"W
L9	55.95'	N45°30'22"W



AVONDALE BOULEVARD (115TH AVENUE)  
N 00°06'52"E 2632.01' (BASIS OF BEARING)

BOOK 725 OF MAPS, PAGE 6, M.C.R.

DONATELA 1  
BOOK 725 OF MAPS, PAGE 6, M.C.R.

APN 102-30-004L  
PHOENIX CHILDREN'S HOSPITAL

# RIGHT OF WAY DEDICATION EXHIBIT

FOR

## PHOENIX CHILDREN'S HOSPITAL - AVONDALE

DESIGN	HSB	SCALE	JOB NO.	DATE	SHEET
DRAWN	CLD	1"=150'	5696	02-18-09	1 OF 1
CHECK	JDK				



EVANS, KUHN & ASSOCIATES, INC.  
CONSULTING ENGINEERS

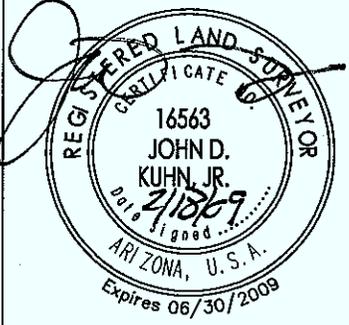


EXHIBIT B  
TO  
ORDINANCE NO. 1395-1209

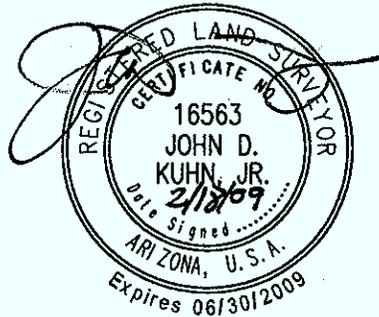
[Legal description and map of Public Utility Easement]

See following pages.



**Evans, Kuhn  
& Associates, Inc.**

7227 N. 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
602.248.9158 fax



February 18, 2009  
Phoenix Children's Hospital  
Avondale Campus  
Proposed Public Utility  
Easement  
EKA# 5696  
Page 1 of 3

**LEGAL DESCRIPTION  
OF A  
PARCEL OF LAND**

A portion of the Southwest quarter of the Southwest quarter of Section 31, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a brass cap in hand hole at the Southwest corner of said Section 31 from which an aluminum cap flush at the West quarter corner of said Section 31 bears North 00 degrees 06 minutes 52 seconds East a distance of 2632.01 feet (Basis of Bearings);

THENCE North 00 degrees 06 minutes 52 seconds East, along the West line of the Southwest quarter of the Southwest quarter of said Section 31, a distance of 123.86 feet;

THENCE departing said West line, South 89 degrees 53 minutes 08 seconds East a distance of 62.00 feet to a point on the easterly right-of-way line of Avondale Boulevard and the POINT OF BEGINNING;

THENCE along said easterly right-of-way line through the following 5 courses;

North 00 degrees 06 minutes 52 seconds East, along a line 62.00 feet East of and parallel to the West line of the Southwest quarter of the Southwest quarter of said Section 31, a distance of 108.23 feet;

North 44 degrees 53 minutes 08 seconds West, a distance of 2.83 feet;

North 00 degrees 06 minutes 52 seconds East, along a line 60.00 feet East of and parallel to said West line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 531.16 feet;

North 38 degrees 32 minutes 43 seconds West, a distance of 8.00 feet;

North 00 degrees 06 minutes 52 seconds East, along a line 55.00 feet East of and parallel to said West line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 143.68 feet;

THENCE departing said easterly right-of-way line, North 88 degrees 52 minutes 25 seconds East, a distance of 8.00 feet;

THENCE South 00 degrees 06 minutes 52 seconds West, along a line 63.00 feet East of and parallel to said West line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 141.05 feet;

THENCE South 38 degrees 32 minutes 43 seconds East, a distance of 8.00 feet;

THENCE South 00 degrees 06 minutes 52 seconds West, along a line 68.00 feet East of and parallel to said West line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 530.66 feet;

THENCE South 44 degrees 53 minutes 08 seconds East, a distance of 2.83 feet;

THENCE South 00 degrees 06 minutes 52 seconds West, along a line 70.00 feet East of and parallel to said West line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 108.18 feet;

THENCE South 45 degrees 30 minutes 22 seconds East, a distance of 46.42 feet;

THENCE North 88 degrees 52 minutes 23 seconds East, along a line 92.50 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 208.77 feet;

THENCE North 89 degrees 30 minutes 56 seconds East, a distance of 535.38 feet;

THENCE South 00 degrees 06 minutes 52 seconds West, a distance of 10.00 feet to a point on the northerly right-of-way line of McDowell Road;

THENCE along said northerly right-of-way line through the following 3 courses;

South 89 degrees 30 minutes 56 seconds West, a distance of 535.22 feet;

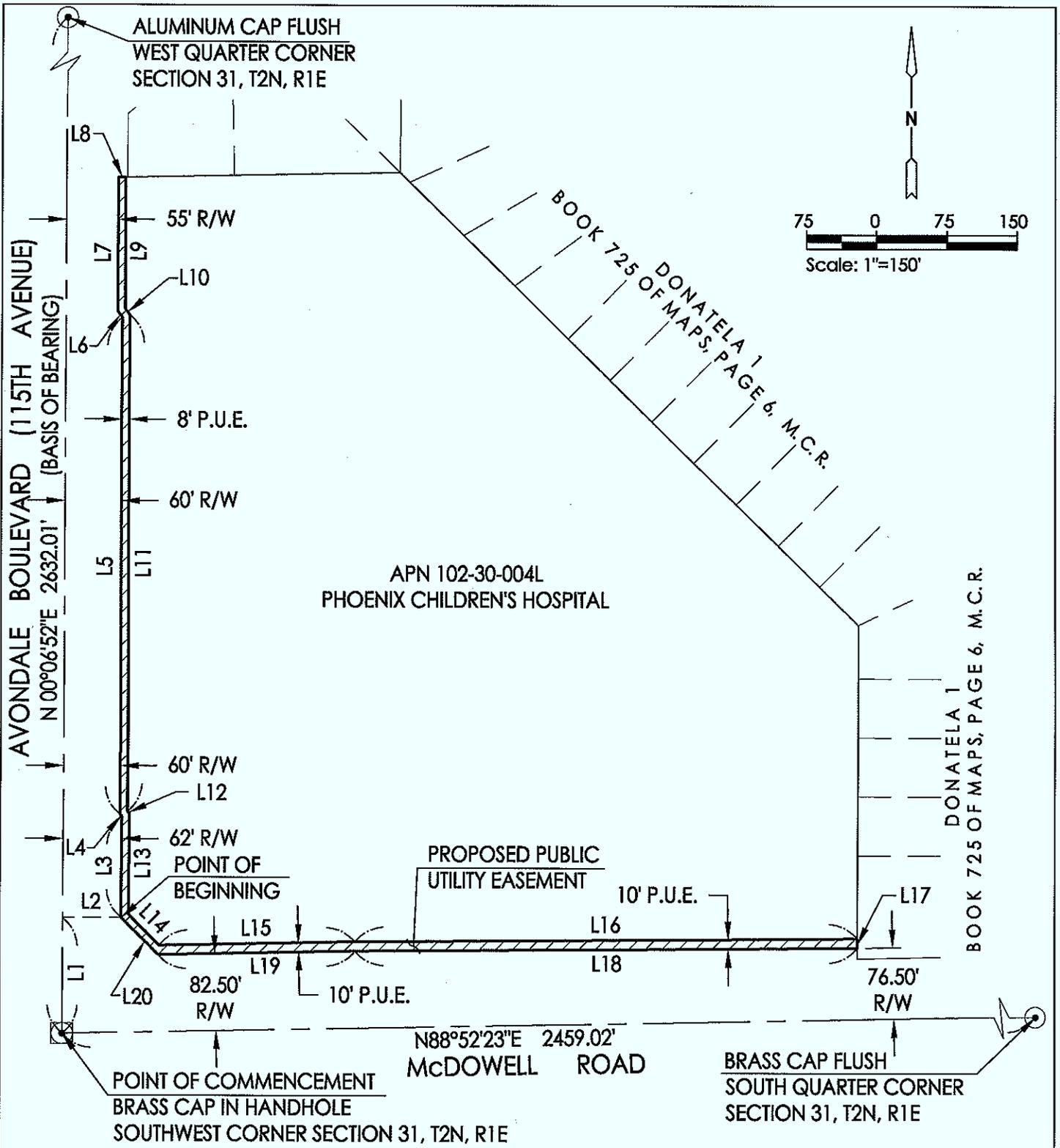
South 88 degrees 52 minutes 23 seconds West, along a line 82.50 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 31, a distance of 210.12 feet;

North 45 degrees 30 minutes 22 seconds West, a distance of 55.95 feet to the POINT OF BEGINNING.

Subject to existing easements and covenants.

Said parcel containing 14,195.4 square feet or 0.3259 acres, more or less.

O:\5696\5696-New-PUE-Exhibit.dwg, 2/18/2009 3:02:14 PM, cdunn, HP 5500C-Color, 1:1



## PUBLIC UTILITY EASEMENT EXHIBIT

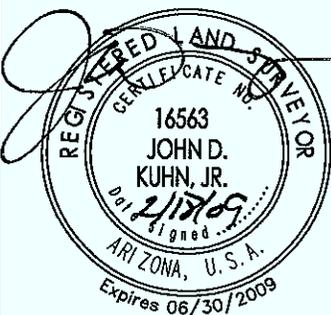
FOR

### PHOENIX CHILDREN'S HOSPITAL - AVONDALE

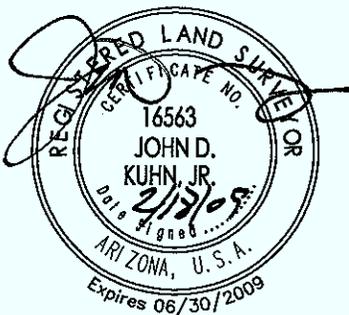
DESIGN	HSB	SCALE	JOB NO.	DATE	SHEET
DRAWN	CLD	1"=150'	5696	02-18-09	1 OF 2
CHECK	JDK				



**EVANS, KUHN & ASSOCIATES, INC.**  
CONSULTING ENGINEERS



LINE TABLE		
LINE	LENGTH	BEARING
L1	123.86'	N00°06'52"E
L2	62.00'	S89°53'08"E
L3	108.23'	N00°06'52"E
L4	2.83'	N44°53'08"W
L5	531.16'	N00°06'52"E
L6	8.00'	N38°32'43"W
L7	143.68'	N00°06'52"E
L8	8.00'	N88°52'25"E
L9	141.05'	S00°06'52"W
L10	8.00'	S38°32'43"E
L11	530.66'	S00°06'52"W
L12	2.83'	S44°53'08"E
L13	108.18'	S00°06'52"W
L14	46.42'	S45°30'22"E
L15	208.77'	S88°52'23"W
L16	535.38'	S89°30'56"W
L17	10.00'	N00°06'52"E
L18	535.22'	S89°30'56"W
L19	210.12'	S88°52'23"W
L20	55.95'	N45°30'22"W



# PUBLIC UTILITY EASEMENT EXHIBIT

FOR

## PHOENIX CHILDREN'S HOSPITAL - AVONDALE

DESIGN	HSB	SCALE	JOB NO.	DATE	SHEET
DRAWN	CLD	NONE	5696	02-18-09	2 OF 2
CHECK	JDK				



**EVANS, KUHN & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

**ORDINANCE NO. 1392-1209**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District through, over, under and across  $\pm$  0.027 acres of real property, generally located within the McDowell Road right-of-way, east of Avondale Boulevard, in the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 7, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
ORDINANCE NO. 1392-1209

[Salt River Project Easement Agreement]

See following pages.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB400  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

---

**EASEMENT**

---

Maricopa County  
McDowell Rd / 113<sup>th</sup> Dr  
SW4 Sec. 31 T2N R1E

Agt. MNT  
Job # XA3-3774  
W MT C ASR

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

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Southwest quarter of Section 31, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

Said easement described on Exhibits A & B, attached hereto and by this reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

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June 8, 2009  
Salt River Project  
Electric Ground Easement  
McDowell Road Right-of-Way  
Page 1 of 2

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

For  
McDowell Road Improvements  
Salt River Project Electric Ground Easement  
In McDowell Road Right-of-Way

A Salt River Project Electric Ground Easement lying within McDowell Road right-of-way as shown on the final plat for Donatela I, recorded in Book 725, Page 6, Maricopa County Records located within the Southwest Quarter of Section 31, Township 2 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 31 (brass cap in hand hole) from which point the south quarter corner thereof (brass cap in hand hole) bears N 88°52'22" E a distance of 2459.02 feet;

Thence N 88°52'22" E, along the south line of said Southwest Quarter, a distance of 1109.71 feet;

Thence across said McDowell Road right-of-way the following (3) three courses and distances:

Thence N 01°07'38" W, leaving said south line, a distance of 56.79 feet to the POINT OF BEGINNING;

Thence N 89°30'21" W a distance of 260.98 feet;

Thence N 00°06'51" E a distance of 0.82 feet to a point on the north right-of-way line of said McDowell Road (said point being the southwest corner of Tract B as shown on said final plat);

Thence N 88°52'22" E, along said north right-of-way line (the south line of said Tract B), a distance of 259.34 feet to the southeast corner thereof (said southeast corner being the west right-of-way line of 113<sup>th</sup> Drive as shown on said final plat);

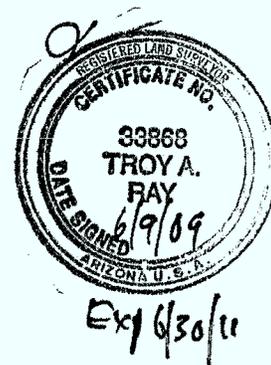
Thence N 43°52'22" E, along the east line of said Tract B (the west right-of-way line of said 113<sup>th</sup> Drive) a distance of 2.53 feet;

June 8, 2009  
Salt River Project  
Electric Ground Easement  
McDowell Road Right-of-Way  
Page 2 of 2

Thence S 00°29'39" W, leaving said east line (the west right-of-way line of said 113<sup>th</sup> Drive), across said 113<sup>th</sup> Drive right-of-way and across McDowell Road right-of-way respectively, a distance of 10.00 feet to the POINT OF BEGINNING.

Said Description contains 1,180 square feet or 0.0271 acre of land, more or less.

The basis of bearing for the above description is N 88°52'22" E for the south line of the Southwest Quarter of Section 31, Township 2 North, Range 1 East of the Gila & Salt River Meridian, City of Avondale, Maricopa County, Arizona as shown on the final plat for Donatela I recorded in Book 725, Page 6, Maricopa County Records.



NOTE: THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS SUCH AS THE SUBJECT PARCEL'S DEED, AND ADJOINING DEEDS AND/OR PLATS. IT IS NOT BASED ON A BOUNDARY SURVEY OF THE SUBJECT PARCEL.

**EXHIBIT "B"**  
 PROPOSED SRP ELECTRIC  
 GROUND EASEMENT

PHOENIX CHILDRENS HOSPITAL, INC.  
 (2006-1658526, MCR)  
 APN #102-30-004-L



**DONATELA I**

(BK. 725, PG. 6, MCR)

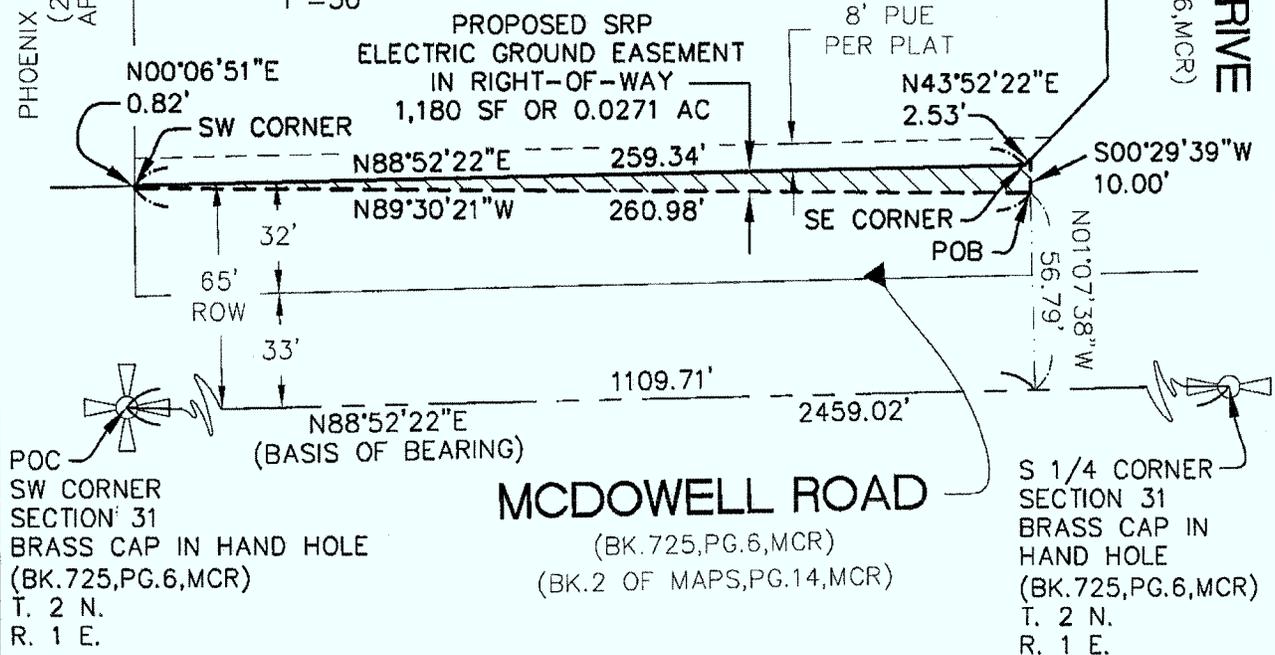
TRACT B

APN #102-32-265

DONATELA I HOMEOWNERS  
 ASSOCIATION

(2006-0537606, MCR)

**113TH DRIVE**  
 (BK. 725, PG. 6, MCR)



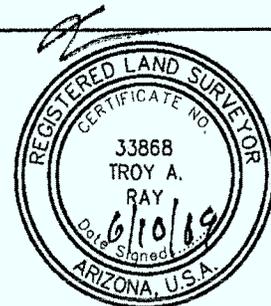
BASIS OF BEARING  
 THE SOUTH LINE OF THE  
 SOUTHWEST QUARTER OF SECTION  
 31 BEARING N88°52'22"E

SRP JOB NO. XA3-3774

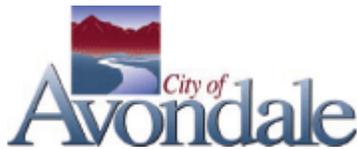
CITY OF AVONDALE: MCDOWELL ROAD IMPROVEMENTS  
 SECTION 31, T. 2 N., R. 1 E.  
 PROPOSED SRP ELECTRIC GROUND EASEMENT IN RIGHT-OF-WAY

Date: 06/08/09

Preparing Firm: **RITTOCH-POWELL & ASSOCIATES, INC.**  
 3800 N. Central Ave., Suite 605  
 Phoenix, AZ 85012  
 Ph: 602-263-1177  
 Fax: 602-277-6286



EXPIRES 6/30/2011



# CITY COUNCIL REPORT

**SUBJECT:**

Water, Sewer & Sanitation User Charges

**MEETING DATE:**

December 7, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will present the results of the annual water, sewer, and sanitation rate analysis.

**BACKGROUND:**

Each year staff reviews and analyzes the expenses and revenues for the Water, Sewer and Sanitation enterprise funds to ensure adequate cost recovery, reserves and debt service coverage. Customer activity is reviewed and projections are made for future service needs.

In October of 2004, a water and sewer rate analysis was conducted by Red Oak which resulted in a Council approved rate plan of 3% revenue increases for five years. The final increase of that plan was implemented in January of 2009. Staff has continued utilizing the Red Oak model each year and for this year's analysis.

The Sanitation fund model was developed by staff and has been updated each year to determine revenue needs. The last increase to sanitation rates was also implemented in January of 2009. The current fee is \$20.

**DISCUSSION:**

All enterprise operations were closely examined within the last two fiscal years for efficiencies and organizational adjustments to reflect the change in customer growth. Water, Wastewater and Sanitation revenue requirements have declined when compared to previous model updates. This is primarily due to reductions in existing staffing levels resulting in labor cost savings. Both the Water Resources and Field Operations departments have also delayed growth related staffing and equipment needs.

While previous updates have projected rate increases each year for at least the last five years, actual customer growth and decreases in expenses have ensured that existing revenues will be sufficient to maintain operations and adequate reserves for each of the enterprise funds for the ensuing fiscal year. Once growth resumes at a larger pace, customer impacts will be reevaluated to determine appropriate operating needs.

The Water Resources department is currently in the process of updating the Water Master Plan, the results of which may affect future funding needs. City staff will determine if the current rate model is still adequate to assess future funding needs. Funding has been set aside should a new water/sewer rate model or outside consulting be required.

The results and recommendations of the rate reports were presented to the Environmental Affairs Commission at their November meeting, and the Commission concurred with the recommendation to not increase water, wastewater or sanitation rates.

Reports of the Water & Sewer and Sanitation funding analysis are attached for your review.

**RECOMMENDATION:**

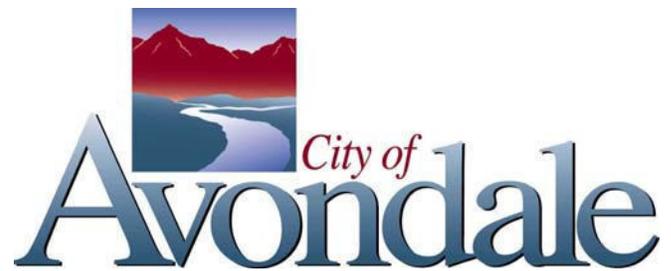
This report is provided for information, discussion and direction.

**ATTACHMENTS:**

Click to download

[Water and Sewer Revenue Analysis](#)

[Sanitation Revenue Analysis](#)



Water and Wastewater Rate Update  
Fiscal Year 2009-2010

November 2009

# TABLE OF CONTENTS

<b>Section</b>	<b>Page Number</b>
I. INTRODUCTION	1
II. UPDATE PROCESS	1
a. Revenue Sufficiency Analysis	2
III. RESULTS	5
IV. APPENDIX	6

## **I. Introduction/Background**

In September 2004, the City retained Red Oak Consulting, a division of Malcolm Pirnie, Inc., to conduct a water and wastewater rate study. The study concluded that in order to provide the same level of service, maintain required reserves and implement new treatment regulations, the City would need rate increases of approximately 3% per year in water and wastewater revenue over the five-year period following the date of the study.

Each year since the initial study, staff has continued to update the Red Oak Model to ensure the validity of the recommendation and provide the analysis required by statute for rate adjustments. Each annual update has supported the rate adjustment plan recommended by the consultant with minor variations. To ensure reliability of the City's rate review process, staff recommends a competitive solicitation for rate model development, rate analysis or rate model validation by an independent consultant every few years. The Water Resources Department is currently in the process of updating the water master plan. To coordinate the next rate modeling process with the results of the updated master plan, the new analysis will occur after substantial completion of the master plan. The current fiscal year budget includes funding to solicit these services.

This report documents the analysis conducted by staff in updating the Red Oak rate model for the year current year and next year's estimated revenue and expenses. City staff has compiled and evaluated the necessary data to update revenue requirements and if necessary develop updated rates.

## **II. Update Process**

This update process usually involves a three phased approach which includes:

- Revenue Sufficiency Analysis Phase – determines the annual rate revenue required over a study period to completely fund the water and wastewater system financial requirements, including the number and type of customers, operating expenses, debt service and the capital improvements program.
- Cost of Service Analysis Phase – determines the cost to serve water and wastewater customers and allocated those costs to rate components and customer classes based on a review of line-item operating, debt service and capital costs.
- Rate Design Phase – design a system of rates and charges that are projected to recover the annual rate revenue requirement determined in the revenue sufficiency analysis phase of the study if changes are required.

Based on the results of the revenue sufficiency analysis phase, only the first phase was completed.

## **Revenue Sufficiency Analysis**

In order to update the model, staff evaluates utility expenses, current budgets, capital projects, debt requirements and the impact on operations from the capital program. These expenses are then updated in the model to keep it current. In evaluating the expenses, the effect of recent budget reductions has changed the revenue requirements for both enterprises. While some costs continue to increase, changes in processes and staffing levels have reduced the revenue needs for the next few years of the analysis. Total operations and maintenance costs (O&M) for fiscal year (FY) 2009-2010 are \$1.6 million less than the O&M projected through the previous update. The Water Resources Department has made a concerted effort to reduce costs and identify efficiencies to minimize current and future costs.

During the last fiscal year, seven (7) positions were eliminated from water and sewer operations. To save on labor costs, the meter conversion program was accelerated to convert all manual read meters to radio read by the end of fiscal year 2009-2010. While this resulted in additional one-time costs, it is anticipated that this will result in ongoing annual savings of approximately \$175,000, saving in uniform, supply and vehicle costs. Other administrative and maintenance positions were eliminated and positions previously planned for future years were deferred.

Model revenues projected for FY 2008-2009, however, fell short by approximately \$707,000, thereby absorbing some of the cost savings. The collection of development fees continues to wane causing the rate model show a need for increased transfers from the operating fund to the capital projects fund. The model had originally shown collections of \$4.2 million of development fees in both the water and sewer fund, while the actual collections have declined to less than a million per fund. An alternative to transferring operating funds to capital would be to postpone additional growth related projects or identify additional funding sources.

As stated in the City of Avondale's Municipal Code §24-117, the user charge rates for sewer should be revised as needed to pay for the total operations, maintenance and replacement costs for the system. Due to the aging system in some areas of the City, additional replacement funding is recommended to ensure the timely replacement of system components. The working capital reserve requirement remains at four month's expenditures and could potentially increase in future years to provide replacement funding.

### **Baseline Expense Projections**

- ✓ The model was updated to include the new operating budget and expense deferrals.
- ✓ Capital expenditures reflect the current year's adopted Capital Improvement Plan.

### Baseline Revenue Projections

- ✓ Baseline water and wastewater rate revenue, that is, rate revenue increases that are exclusive of programmed rate increases, is projected to increase 1% in the first year and 2% next year. This is based strictly on estimated growth in customers which from last year, customer growth was less than 1%.
- ✓ FY 2009 actual miscellaneous revenue (turn on/off charges, late fees, asset sales, etc.) was projected to remain the same for the two years.
- ✓ FY 2009 actual Development Fee revenue received was projected for years one and two.
- ✓ Interest income was calculated by the model based on projected fund balances during the period and assumed interest earnings rate of 0.75% in year one and 1% in year two.

### Other Revenue Requirements

In addition to operating expenses, debt service and CIP related costs, the City must also maintain sufficient annual net income to ensure that the annual debt service coverage ratio is met. Currently that ratio is 1.2 times the annual debt. Also, working capital reserve is set at an amount equal to at least four months of operations and maintenance.

### Financial Projections associated with the Revenue Sufficiency Analysis Phase

Due to the uncertainty of the current economy, it is difficult to project the customer growth for the normal five year period. The results of the revenue sufficiency analysis for this year and next are presented in **Error! Reference source not found.** as the pro-forma and cash flow analysis. Due to the lack of growth in customers and reduced costs, the model calculates that no increase is needed for the current year. The results of the water master plan will have an impact on future revenue requirement analyses as well as any change in methodology of rate analysis as a result of any change in rate modeling software.

**Table 1 – Revenue Sufficiency Analysis**

	<b>FY 10</b>	<b>FY 11</b>
<b>Water Operating Fund</b>		
<b>Beginning Unrestricted Balances</b>	<b>20,878,077</b>	<b>20,149,723</b>
Water Rate Revenue	10,372,595	10,476,321
Plus: Growth	1%	2%
Water Rate Revenue After Growth	10,476,321	10,685,847
<b>Pct Change in Water Rates</b>	<b>0.00%</b>	<b>0.00%</b>
Pct of Year Rate Increase Effective	50%	50%
Water Rate Revenue After Growth and Rate Increase	10,476,321	10,685,847
Other Revenue	517,544	517,544
Interest Income	153,213	203,044
Total Revenue	11,147,078	11,406,435
O&M	(11,116,960)	(10,319,944)
Debt Service	(175,002)	(175,545)
Capital Outlay	(81,470)	(83,914)
Cash Funded Capital	(502,000)	-
<b>Net Cash Flow</b>	<b>(728,354)</b>	<b>827,031</b>
<b>Ending Unrestricted Balances</b>	<b>20,149,723</b>	<b>20,976,754</b>
<b>Sewer Operating Fund</b>		
<b>Beginning Unrestricted Balances</b>	<b>10,549,326</b>	<b>8,385,159</b>
Sewer Rate Revenue	6,963,083	7,032,714
Plus: Growth	1%	2%
Sewer Rate Revenue After Growth	7,032,714	7,173,368
<b>Pct Change in Sewer Rates</b>	<b>0.00%</b>	<b>0.00%</b>
Pct of Year Rate Increase Effective	50%	50%
Sewer Rate Revenue After Growth and Rate Increase	7,032,714	7,173,368
Other Revenue	270,900	270,900
Interest Income	71,004	78,222
Total Revenue	7,374,618	7,522,490
O&M	(4,258,591)	(4,351,672)
Debt Service	(2,269,032)	(2,275,000)
Capital Outlay	(94,895)	(97,742)
Cash Funded Capital	(2,916,268)	(1,925,000)
<b>Net Cash Flow</b>	<b>(2,164,168)</b>	<b>(1,126,924)</b>
<b>Ending Unrestricted Balances</b>	<b>8,385,159</b>	<b>7,258,235</b>
<b>Summary Results of Combined Water and Sewer Fund</b>		
<b>Debt Service Coverage Calculation</b>		
Rate Revenue	17,509,035	17,859,215
Other Revenue	788,444	788,444
Interest Income	224,218	281,266
Total Revenue	18,521,696	18,928,925
O&M	(15,375,551)	(14,671,616)
Net Income	3,146,145	4,257,309
Debt Service - Existing	2,444,035	2,450,545
<b>Debt Service Coverage</b>	<b>1.29</b>	<b>1.74</b>
<b>Summary of Increase in Rate Revenue (excluding Growth related increases)</b>		
Total Full Year Rate Revenue Increase (excluding Growth)	17,335,678	17,509,035
Total Rate Revenue Before Rate Increase	17,335,678	17,509,035
<b>Annual Pct Rate Revenue Increase</b>	<b>0.00%</b>	<b>0.00%</b>
Revenue Requirement Water Allocation	63.0%	60.7%
Revenue Requirement Sewer Allocation	37.0%	39.3%

### **III. Results**

According to the model's calculations, no increases are required in the current year for water and sewer. This report is provided for information only. Should rate adjustments be requested and approved, a supplemental report with specific rate calculations will be prepared.

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Figure 3  
City of Avondale, Arizona  
Revenue Sufficiency Analysis  
5 Year Capital Improvements Program

Project Type	Project Description	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	Total
GEN	0% Imp355-SCADA Towers at WRF and CWS	-	-	-	-	-	-	-
DIST	0% WA1057-North Avondale Water Improvements	324,000	150,000	150,000	150,000	150,000	150,000	1,074,000
DIST	0% WA1058-South Avondale Water Improvements	228,000	150,000	150,000	150,000	150,000	150,000	978,000
GEN	100% WA1061-Water System Security Implementation	100,000	100,000	100,000	100,000	100,000	100,000	600,000
TRT	50% WA1068-Well Head Treatment	500,000	-	-	-	-	-	500,000
SOS	100% WA1074-Well #20 at El Mirage/Indian School	100,000	-	-	-	-	-	100,000
PMP	100% WA1077-Des Rio Reservoir & Booster	328,840	200,000	200,000	200,000	200,000	200,000	1,328,840
DIST	100% WA1078-Water Oversize Buy-Ins/Dev. Reimbursement	400,000	400,000	400,000	400,000	400,000	400,000	2,400,000
SOS	100% WA1081-Central Arizona Project water purchase	-	-	-	-	-	-	-
SOS	100% WA1084-Exploratory Boring & Well Production Evaluation	-	-	-	-	-	-	-
TRAN	100% WA1089-Van Buren 16" Transmission Line	1,400,000	600,000	1,500,000	-	-	-	3,500,000
SOS	100% WA1090-AG Well South of I-10/East of Agua Fria	100,000	100,000	100,000	100,000	100,000	2,500,000	2,500,000
SOS	100% WA1099-Additional Wells	-	-	-	-	-	150,000	150,000
GEN	0% WA1100-System Monitoring	-	-	-	-	-	-	-
GEN	50% WA1114-Emergency Interconnection w/ Other Water Companies	-	-	-	-	-	-	-
GEN	100% WA1120-Miscellaneous Water Distribution Connectivity	350,000	900,000	1,400,000	-	-	-	2,650,000
SOS	100% WA1131-Pyroman Well at Lower Buckeye	-	300,000	1,100,000	-	-	-	1,400,000
DIST	50% WA1132-Thomas Road - 103rd to 98th Water Line Improvement	-	800,000	-	-	-	-	800,000
DIST	50% WA1133-98th Avenue Water Line - Thomas to McDowell	-	500,000	-	-	-	-	755,000
DIST	100% WA1135-McDowell Rd-El Mirage to Avondale Blvd Water Line	255,000	800,000	1,600,000	-	-	3,700,000	6,100,000
TRAN	100% WA1139-Water line on Avondale Blvd - Lower Buckeye to Gila River	-	-	510,000	-	-	-	3,480,000
TRAN	100% WA1141-SRP Paired Well at 119th and Whyman	700,000	-	950,000	650,000	-	-	700,000
SOS	100% WA1142-Lakin Well at 112th and Buckeye	-	-	900,000	-	-	-	1,600,000
SOS	100% WA1153-127th Ave - Lower Buckeye to Dysart	-	-	900,000	-	-	-	900,000
SOS	100% WA1160-Well 24 Galeway Crossing - 99th and McDowell	230,000	-	-	-	-	-	230,000
DIST	0% WA1162-COBG Waterline Improvements	-	500,000	-	500,000	-	-	1,000,000
TRAN	0% WA1169-Rio Vista Waterline Replacement	-	-	-	-	-	-	-
SOS	100% WA1190-Landcrest Well - El Mirage/ N. of Indian School	-	-	-	-	-	-	-
SOS	100% WA1201-Wieler Well - SWC-Avondale / Van Buren	1,890,000	-	-	-	500,000	-	2,000,000
DIST	100% WA1205-Van Buren - 105th to 101st Ave Waterline	-	-	-	-	-	-	-
SOS	100% WA1211-Reclaimed Water Line - Construction	1,400,000	-	-	-	-	-	1,890,000
SOS	100% WA1212-Purchase of Rigby Water Company	-	-	-	-	-	-	-
TRAN	100% WA1213-Well 22 / Van Buren St. Transmission Line	700,000	-	600,000	-	-	-	1,400,000
SOS	100% WA1214-MARWEST well	1,590,000	-	-	-	-	-	2,700,000
SOS	100% WA1216-Well 25 at Van Buren & El Mirage	-	-	-	-	-	-	1,590,000
TRT	100% WA1226-Surface Water Plant	-	225,000	225,000	225,000	225,000	-	900,000
SOS	0% WA1227-SRP Groundwater Restoration	-	-	-	-	-	-	-
TRAN	100% WA1231-Dysart Road - Harrison to Lower Buckeye Rd waterline project	-	500,000	-	-	225,000	-	500,000
DIST	100% WA1232-Additional Storage Tank and Booster at Coldwater	-	-	-	-	2,000,000	-	2,000,000
SOS	100% WA1235-Surface Water Plant Construction	-	-	-	-	-	-	-
DIST	100% WA1236-Lakin Booster Station and Storage Tank	-	-	-	-	-	-	-
DIST	100% WA1241-Additional Storage Tanks at Del Rio Booster/Reservoir	-	-	-	-	-	4,500,000	4,500,000
GEN	0% WA1254-Wireless Towers and Connections for Water Resources	-	-	-	-	-	-	-
GEN	0% WA1256-Avondale Habitat Restoration	-	-	-	-	-	-	-
TRAN	100% WA1263-Van Buren Waterline 105th to 103rd	-	-	-	-	-	-	-
GEN	25% WA1272-City Center Plan - Water	500,000	-	-	-	-	-	500,000
<b>Total</b>		<b>\$ 11,095,840</b>	<b>\$ 6,225,000</b>	<b>\$ 9,885,000</b>	<b>\$ 3,875,000</b>	<b>\$ 3,825,000</b>	<b>\$ 22,900,000</b>	<b>\$ 57,805,840</b>

Notes: Expansion Percentages provided by City staff

Figure 3

City of Avondale, Arizona  
Revenue Sufficiency Analysis  
5 Year Capital Improvements Program

Raw Project Amounts		Eligible Project Funding Sources										Project Description	Total					
Project Type	Oper Fund	Sewer Development	Bond Funds	Restricted for	Excise Tax Bonds	EPA, State, Tribes	GO Bonds	GF	8	9	10	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	Total
												\$	\$	\$	\$	\$	\$	\$
GEN	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	310,000	100,000	100,000	100,000	100,000	100,000	810,000
COLL	N	N	N	N	N	N	N	N	N	N	N	130,000	150,000	250,000	250,000	250,000	250,000	1,280,000
COLL	N	Y	Y	Y	Y	Y	Y	N	N	N	N	145,000	150,000	250,000	250,000	250,000	250,000	1,285,000
LS	N	Y	Y	Y	Y	Y	Y	N	N	N	N	100,000	100,000	200,000	200,000	200,000	200,000	1,000,000
TRT	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	175,000	1,300,000	-	-	-	1,475,000
TRT	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	15,000,000	-	-	-	-	-	15,000,000
TRT	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	100,000	1,000,000	-	-	-	-	1,100,000
COLL	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	150,000	100,000	100,000	-	500,000
GEN	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	200,000	1,000,000	-	-	-	1,200,000
LS	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	-	-	-	-	500,000
LS	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	-	-	-	-	500,000
COLL	N	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	1,500,000	1,500,000	8,000,000	8,000,000	9,500,000
TRT	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	-	-	375,000	3,250,000	3,625,000
GEN	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	-	-	1,000,000	29,000,000	30,000,000
COLL	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	-	-	-	-	250,000
GEN	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	250,000	-	-	-	-	500,000
TRT	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	-	-	-	-	-	-	3,500,000
												\$	\$	\$	\$	\$	\$	\$
												16,285,000	2,275,000	3,250,000	4,400,000	3,775,000	41,050,000	71,035,000

Notes: Expansion Percentages provided by City staff

Classification of Additional Assets Added Through CIF

Asset Type	Description	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	Total
COLL	Collection	375,000	1,550,000	500,000	500,000	875,000	3,750,000	7,500,000
LS	Lift Stations	-	375,000	2,300,000	-	1,500,000	8,000,000	12,675,000
TRT	Treatment	15,000,000	-	3,500,000	3,500,000	1,000,000	29,000,000	51,000,000
GEN	General Plant	910,000	350,000	450,000	400,000	400,000	300,000	2,810,000
		16,285,000	2,275,000	3,250,000	4,400,000	3,775,000	41,050,000	71,035,000



Account Type	Water Rate Code	Sewer Rate Code	Block Ranges										Block Range Identifiers										Usage by Block Ranges									
			Class	Class 2	Meter/Size	Inside/Out side	Block1	Block2	Block3	Block4	Block5	Block1	Block2	Block3	Block4	Block5	Block1	Block2	Block3	Block4	Block5	Total	Check									
59 01	101	101	Residential	Residential	0.75	1	8	100	100	100	100	100	200	USE100	82947.83	191042	0	0	0	0	0	1020489.83	133									
60 01	102	101	Residential	Residential	1	1	6	100	100	100	100	100	200	USE100	18936	4230	0	0	0	0	0	22793	1,751,914									
61 01	103	101	Residential	Residential	1.5	1	6	100	100	100	100	100	200	USE100	524	663	0	0	0	0	0	1189	41,184									
62 02	301	101	Multi-Family/Residential	Multi-Family/Residential	0.75	1	6	100	100	100	100	100	200	USE100	284	218	0	0	0	0	0	500	1,833									
63 03	201	111	Commercial/Con Bakery Wholesale	Commercial/Con Bakery Wholesale	0.75	1	8	100	100	100	100	100	200	USE100	192	270	0	0	0	0	0	462	10,416									
64 03	203	111	Commercial/Con Bakery Wholesale	Commercial/Con Bakery Wholesale	1.5	1	8	100	100	100	100	100	200	USE100	192	270	0	0	0	0	0	520	14,146									
65 03	202	112	Commercial/Con Hospital & Convalescence	Commercial/Con Hospital & Convalescence	0.75	1	8	100	100	100	100	100	200	USE100	368	4232	0	0	0	0	0	8724	13,324									
66 03	204	112	Commercial/Con Hospital & Convalescence	Commercial/Con Hospital & Convalescence	2	1	8	100	100	100	100	100	200	USE100	574	494	0	0	0	0	0	1068	339,748									
67 03	201	115	Commercial/Con Markets with Garbage Disposal	Commercial/Con Markets with Garbage Disposal	0.75	1	8	100	100	100	100	100	200	USE100	204	814	0	0	0	0	0	1018	56									
68 03	203	115	Commercial/Con Markets with Garbage Disposal	Commercial/Con Markets with Garbage Disposal	1.5	1	8	100	100	100	100	100	200	USE100	724	6676	0	0	0	0	0	5494	12,884									
69 03	204	115	Commercial/Con Markets with Garbage Disposal	Commercial/Con Markets with Garbage Disposal	2	1	8	100	100	100	100	100	200	USE100	724	6676	0	0	0	0	0	5494	12,884									
70 03	201	117	Commercial/Con Repair Shop and Service Station	Commercial/Con Repair Shop and Service Station	0.75	1	8	100	100	100	100	100	200	USE100	756	80	0	0	0	0	0	836	67									
71 03	202	117	Commercial/Con Repair Shop and Service Station	Commercial/Con Repair Shop and Service Station	1	1	8	100	100	100	100	100	200	USE100	742	1292	0	0	0	0	0	2034	1,696									
72 03	203	117	Commercial/Con Repair Shop and Service Station	Commercial/Con Repair Shop and Service Station	1.5	1	8	100	100	100	100	100	200	USE100	658	1350	0	0	0	0	0	2008	103									
73 03	204	117	Commercial/Con Repair Shop and Service Station	Commercial/Con Repair Shop and Service Station	2	1	8	100	100	100	100	100	200	USE100	560	4974	0	0	0	0	0	4224	9758									
74 03	201	118	Commercial/Con Restaurant	Commercial/Con Restaurant	0.75	1	8	100	100	100	100	100	200	USE100	1548	4542	0	0	0	0	0	312	6402									
75 03	202	118	Commercial/Con Restaurant	Commercial/Con Restaurant	1	1	8	100	100	100	100	100	200	USE100	1548	4542	0	0	0	0	0	312	6402									
76 03	203	118	Commercial/Con Restaurant	Commercial/Con Restaurant	1.5	1	8	100	100	100	100	100	200	USE100	1552	8778	0	0	0	0	0	2500	12830									
77 03	204	118	Commercial/Con Restaurant	Commercial/Con Restaurant	2	1	8	100	100	100	100	100	200	USE100	1552	8778	0	0	0	0	0	2500	12830									
78 03	201	119	Commercial/Con Schools/Colleges	Commercial/Con Schools/Colleges	0.75	1	8	100	100	100	100	100	200	USE100	185	5284	0	0	0	0	0	368	6360									
79 03	202	119	Commercial/Con Schools/Colleges	Commercial/Con Schools/Colleges	1	1	8	100	100	100	100	100	200	USE100	185	5284	0	0	0	0	0	368	6360									
80 03	201	121	Commercial/Con Bars W/O Dining	Commercial/Con Bars W/O Dining	0.75	1	8	100	100	100	100	100	200	USE100	342	466	0	0	0	0	0	408	1,396									
81 03	202	121	Commercial/Con Bars W/O Dining	Commercial/Con Bars W/O Dining	1	1	8	100	100	100	100	100	200	USE100	342	466	0	0	0	0	0	408	1,396									
82 03	201	178	Commercial/Con Commercial Laundry	Commercial/Con Commercial Laundry	0.75	1	8	100	100	100	100	100	200	USE100	176	454	0	0	0	0	0	630	334									
83 03	201	201	Commercial/Con Professional Office	Commercial/Con Professional Office	0.75	1	8	100	100	100	100	100	200	USE100	206	230	0	0	0	0	0	436	2,270									
84 03	202	201	Commercial/Con Professional Office	Commercial/Con Professional Office	1	1	8	100	100	100	100	100	200	USE100	206	230	0	0	0	0	0	436	2,270									
85 03	203	201	Commercial/Con Professional Office	Commercial/Con Professional Office	1.5	1	8	100	100	100	100	100	200	USE100	3676	4224	0	0	0	0	0	7900	2,689									
86 03	204	201	Commercial/Con Professional Office	Commercial/Con Professional Office	2	1	8	100	100	100	100	100	200	USE100	3676	4224	0	0	0	0	0	7900	2,689									
87 03	205	201	Commercial/Con Professional Office	Commercial/Con Professional Office	3	1	8	100	100	100	100	100	200	USE100	3094	3462	0	0	0	0	0	6	6562									
88 03	201	202	Commercial/Con Department Store & Retail	Commercial/Con Department Store & Retail	0.75	1	8	100	100	100	100	100	200	USE100	4650	13780	0	0	0	0	0	2554	20,984									
89 03	202	202	Commercial/Con Department Store & Retail	Commercial/Con Department Store & Retail	1	1	8	100	100	100	100	100	200	USE100	4650	13780	0	0	0	0	0	2554	20,984									
90 03	203	202	Commercial/Con Department Store & Retail	Commercial/Con Department Store & Retail	1.5	1	8	100	100	100	100	100	200	USE100	9120	40788	0	0	0	0	0	11016	60,924									
91 03	204	202	Commercial/Con Department Store & Retail	Commercial/Con Department Store & Retail	2	1	8	100	100	100	100	100	200	USE100	9120	40788	0	0	0	0	0	11016	60,924									
92 04	201	120	Schools	Schools & Colleges	0.75	1	8	100	100	100	100	100	200	USE100	932	1230	0	0	0	0	0	20	3556									
93 04	202	120	Schools	Schools & Colleges	1	1	8	100	100	100	100	100	200	USE100	932	1230	0	0	0	0	0	20	3556									
94 04	203	120	Schools	Schools & Colleges	1.5	1	8	100	100	100	100	100	200	USE100	932	1230	0	0	0	0	0	20	3556									
95 04	204	120	Schools	Schools & Colleges	2	1	8	100	100	100	100	100	200	USE100	932	1230	0	0	0	0	0	20	3556									
96 04	205	120	Schools	Schools & Colleges	3	1	8	100	100	100	100	100	200	USE100	932	1230	0	0	0	0	0	20	3556									
97 04	206	120	Schools	Schools & Colleges	4	1	8	100	100	100	100	100	200	USE100	932	1230	0	0	0	0	0	20	3556									
98 05	201	201	Churches	Professional Office	0.75	1	8	100	100	100	100	100	200	USE100	2704	1286	0	0	0	0	0	3990	14,048									
99 05	203	201	Churches	Professional Office	1.5	1	8	100	100	100	100	100	200	USE100	2704	1286	0	0	0	0	0	3990	14,048									
100 05	204	201	Churches	Professional Office	2	1	8	100	100	100	100	100	200	USE100	2704	1286	0	0	0	0	0	3990	14,048									
101 06	203	201	Industry	Professional Office	1.5	1	8	100	100	100	100	100	200	USE100	758	734	0	0	0	0	0											

# City of Avondale



## Residential Sanitation Rate and Cost of Service Analysis

Prepared by  
Finance & Budget and Field Operations Staff

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**Summary**

In summary, the cost of sanitation services is being sufficiently recovered through the current rate of \$20.00 per customer per month. After evaluating expenses and revenues, projections indicate that the growth in customers will generate sufficient revenue to cover costs for the time being. The major costs for a sanitation operation stem from the labor requirements, fuel costs and vehicle maintenance costs. This report details all revenues, expenses and evaluation of operations.

**Background**

Commencing with the 2004-2005 fiscal year, the City of Avondale moved the city’s sanitation services into an enterprise fund. It was determined that the cost of providing these services should be fully recovered through service charges to the customers and therefore would be accounted for separately from the city’s general fund. In order to ensure self-sufficiency, staff was directed to evaluate the cost of services, ensure that efficiency is maximized and develop a rate structure that provides for full cost recovery. The rate structure should also help in maintaining adequate reserves in the fund for emergency and fiscal stability purposes.

Avondale currently services approximately 19,385 single family residential accounts. According to billing records and work orders, new customers are being added to the system at a rate of 10 to 12 new customers per month. This rate was significantly higher just a few years ago, but the downturn in the economy has slowed the customer growth rate significantly. Customers receive once a week refuse collection, once a week recycling collection and uncontained trash collection once per month. Customers receive two (2) ninety (90) gallon containers; one for regular refuse and the other for recyclables.

The current rate for residential collection is \$20 per month. Rates have also been set for additional pickups and additional containers. The following table shows residential sanitation rates since 2005.

<b><u>Effective Date</u></b>	<b><u>Fee</u></b>
January 1, 2005	14.00
January 1, 2006	16.50
January 1, 2007	18.00
January 1, 2008	19.00
January 1, 2009	20.00

In addition to regular monthly residential collection, sanitation staff also provides the following miscellaneous services:

- Special event refuse collection
- Commercial recycling collection
- City park refuse collection
- Special request pickups

Revenues for residential sanitation are currently projected to total approximately \$4,796,488 for fiscal year 2009-10. This is based on the current customers and projected growth through the end of the fiscal year. Expenditures for fiscal year 2009-10 are projected to total \$4,356,510. This, combined with a beginning balance of \$1,856,675, results in an ending balance of approximately \$2,296,653. The negotiated landfill agreement, with the City of Glendale, provides for regular increases in the fee per ton which have been included in the cost projections.

## **Purpose and Scope**

The primary goal of this study was to evaluate residential sanitation services and ensure costs are being recovered through the service fees. Staff completed the following tasks to ensure a comprehensive evaluation:

- Analyze historical and projected revenues
- Analyze historical and projected expenditures
- Project future staffing and equipment needs
- Identify total revenue requirements
- Design rates based on cost of service and reserve requirements
- Analyze City comparison data

## **Sanitation Operations**

Field Operations staff conducts an ongoing assessment of the current fleet requirements, staffing needs and current route setup. Efficiency is assessed for both automated collection and uncontained collection. Route sizes are continually being re-aligned to obtain maximum efficiency for each day. In the past, staff has done benchmarking to compare route standards within the valley to enable staff to use best practices in developing efficient routes. Staffing changes have been instrumental in reducing costs over the last two years reducing the overall revenue requirements.

Staff has completed the process of replacing the single axle trucks with larger capacity dual axle trucks. This was done to improve the efficiency of the sanitation routes. The larger capacities allow the driver to pick up an increased number of cans before having to make a trip to the landfill. The actual savings in fuel costs recognized by increasing the capacity of the trucks is difficult to determine due to the realignment of routes, the fluctuations in fuel costs, as well as the differences in fuel efficiency obtained by the new and old trucks.

The recycling program continues to divert nearly 5,000 tons of refuse from the City's waste stream. This is approximately 18% of total refuse collections which has been fairly consistent since the start of the program. The result is a savings of about \$115,000 annually in landfill tipping fees, assuming the current tipping fee. Since the inception of the program, Field Operations staff have evaluated various recycling options and negotiated a contract which increased recycling revenue from approximately \$11,000 per year to about \$100,000 per year.

The inspection and residential education program helps keep the recyclable collections within an acceptable rate of contamination. Field Operations staff continues to provide customer assistance

and guidance to help increase awareness of acceptable recycling items. The education and enforcement program also requires yearly inspection and permitting of commercial sanitation vehicles operating in the City. The inspectors are also responsible for monitoring business locations to ensure service levels are sufficient to meet health and safety standards.

**Revenues**

As previously indicated, revenue for FY 2010 is estimated to total \$4,796,488. This is an approximate increase of about 0.05% from the FY 2009 revenue. Historical and projected rate, commercial hauler permits and recycling revenue under the current rate schedule is shown in Table 1.

**Table 1 – Sanitation Revenue**

	<b>FY 08-09 Actuals</b>	<b>FY 09-10 Estimate</b>	<b>FY 10-11 Estimate</b>	<b>FY 11-12 Estimate</b>	<b>FY 12-13 Estimate</b>	<b>FY 13-14 Estimate</b>
Revenue - Existing Rates	4,417,366	4,685,160	4,766,800	4,848,440	4,930,080	5,011,720
Commercial Permits	29,000	6,000	5,000	5,000	5,000	5,000
Recycling Revenue Share	104,560	96,048	97,720	99,390	101,070	102,740
Interest	7,821	9,280	17,220	29,650	30,030	27,980
<b>Total</b>	<b>4,558,747</b>	<b>4,796,488</b>	<b>4,886,740</b>	<b>4,982,480</b>	<b>5,066,180</b>	<b>5,147,440</b>

In addition to operating revenue, the costs of additional equipment to service growth are funded through the collection of the sanitation development fee. The current fee is \$300 per single family residential dwelling unit. This fee was adjusted in February 21, 2006.

**Expenses**

Revenue requirements include operation and maintenance expense, indirect costs, departmental administrative costs, insurance, vehicle replacement and reserve requirements. With the unpredictable nature of the recyclables market, recycling revenue varies and cannot be considered a stable source of revenue. Therefore, all ongoing costs of sanitation service should be recovered through the monthly sanitation rate. Table 2 shows one year of actual expenses, the current year’s estimate along with expense projections for the next four years.

**Table 2 – Sanitation Expenses**

	<b>FY 08-09 Actuals</b>	<b>FY 09-10 Budget</b>	<b>FY 10-11 Estimate</b>	<b>FY 11-12 Estimate</b>	<b>FY 12-13 Estimate</b>	<b>FY 13-14 Estimate</b>
Personal Services	1,305,821	1,317,620	1,350,110	1,425,730	1,563,650	1,588,310
Contractual Services	1,605,517	1,712,620	1,798,320	1,914,710	2,064,810	2,185,440
Landfill Fees	548,456	709,350	723,970	766,650	802,690	839,850
Commodities	42,063	54,080	57,330	73,800	78,530	82,470
Other	1,331,270	1,272,190	1,506,550	1,543,670	1,535,930	1,589,210
<b>Total</b>	<b>4,833,127</b>	<b>5,065,860</b>	<b>5,436,280</b>	<b>5,724,560</b>	<b>6,045,610</b>	<b>6,285,280</b>

## Allocation of Costs

### *Curbside Residential Collection*

The curbside residential collection service includes all costs associated with the weekly collection of both refuse and recyclable materials. This service currently includes thirteen employees, fifteen vehicles and disposal of approximately 22,000 tons of refuse. Included is the increase in landfill fees from 22.50 to 24.00 for the current year. The total estimated expenses for this service are shown in Table 3.

**Table 3 – Curbside Residential Collection Expense Estimates**

	<b>FY 08-09 Actuals</b>	<b>FY 09-10 Estimate</b>	<b>FY 10-11 Estimate</b>	<b>FY 11-12 Estimate</b>	<b>FY 12-13 Estimate</b>	<b>FY 13-14 Estimate</b>
Personnel Services	945,511	932,510	952,470	1,023,280	1,028,280	1,043,910
Contractual Services	1,386,554	1,447,150	1,516,950	1,616,430	1,751,760	1,848,580
Commodities	28,503	36,690	38,890	54,250	58,000	60,900
Capital Outlay	0	14,150	15,000	15,900	16,700	17,540
Other	1,046,470	974,430	1,121,700	1,130,700	1,041,110	1,072,060
<b>Total</b>	<b>\$3,407,038</b>	<b>\$3,404,930</b>	<b>\$3,645,010</b>	<b>\$3,841,070</b>	<b>\$3,895,850</b>	<b>\$4,042,990</b>

These costs include all salaries, benefits, fuel, and vehicle maintenance and replacement costs. Projections for curbside collection include the addition of one new FTE in FY 2011-2012. As the number of customers grows, the addition of new equipment operators is required to maintain the current level of service for all existing and new customers.

One impact of the downturn in the economy has been a major decrease in the customer growth rate, with the city experiencing negative growth from month to month at times in 2008. This has allowed us to delay the acquisition of a few new FTE and vehicles that were planned for based on customer growth rates from 2006 and 2007 which were in the tens of thousands new bills each year but are now down to a few hundred. Due to reductions in force, two collection vehicles are vacant and will allow the City to acquire at least two more FTE before having to purchase a new vehicle resulting in defraying this large cost for some time. Being able to reduce the number of workers and expensive equipment needed in the near future, while still providing a high level of service to Avondale citizens, will allow the City to achieve significant budget savings and maintain a strong fund balance in a time when it is most needed.

### *Uncontained Refuse Collection*

The costs of uncontained refuse collection include the expenses associated with the monthly collection of loose trash for residents. This includes personnel costs for three employees, associated vehicles, and disposal of approximately 3,150 tons of refuse. The estimated expenses are shown in Table 4.

**Table 4 – Uncontained Refuse Expense Estimates**

	<b>FY 08-09 Actuals</b>	<b>FY 09-10 Estimate</b>	<b>FY 10-11 Estimate</b>	<b>FY 11-12 Estimate</b>	<b>FY 12-13 Estimate</b>	<b>FY 13-14 Estimate</b>
Personnel Services	214,349	231,360	229,370	231,400	232,020	235,270
Contractual Services	186,526	220,720	233,930	247,980	260,210	272,980
Commodities	11,564	13,470	14,280	15,140	15,890	16,690
Capital Outlay	0	5,510	5,840	6,190	6,500	6,830
Other	194,610	175,970	278,040	300,230	376,840	368,660
<b>Total</b>	<b>\$ 607,049</b>	<b>\$ 647,030</b>	<b>\$ 761,460</b>	<b>\$ 800,940</b>	<b>\$ 891,460</b>	<b>\$ 900,430</b>

The projected costs do not include any new FTE or vehicle acquisition; as such action will not be required in the next few years.

### **Education and Enforcement**

The costs for Education and Enforcement include inspection and recycling education. This includes personnel costs for two employees, two vehicles, and other incidental program costs. The estimated expenses are shown in Table 5.

**Table 5 – Education and Enforcement Expense Estimates**

	<b>FY 08-09 Actuals</b>	<b>FY 09-10 Budget</b>	<b>FY 10-11 Estimate</b>	<b>FY 11-12 Estimate</b>	<b>FY 12-13 Estimate</b>	<b>FY 13-14 Estimate</b>
Personnel Services	145,962	153,750	168,270	170,540	303,350	309,130
Contractual Services	32,436	44,750	47,440	50,300	52,840	63,880
Commodities	1,997	3,920	4,160	4,410	4,640	4,880
Capital Outlay	-	25,730	770	820	860	25,900
Other	90,190	76,400	85,200	89,830	93,920	98,220
<b>Total</b>	<b>\$ 270,585</b>	<b>\$ 304,550</b>	<b>\$ 305,840</b>	<b>\$ 315,900</b>	<b>\$ 455,610</b>	<b>\$ 502,010</b>

The projected costs include the additional operating costs of one (1) new inspector and one (1) new vehicle over the next five years. These positions will assist in keeping recyclable collections within reasonable contamination levels and also ensure uncontained trash collection set out remains in compliance with the City Code.

## Cash Flow Analysis

Table 6 displays the projected revenue and revenue requirements for the sanitation fund for the five year study period.

**Table 6 - Sanitation Fund Cash Flow Analysis**

	<b>FY 08-09 Actuals</b>	<b>FY 09-10 Budget</b>	<b>FY 10-11 Estimate</b>	<b>FY 11-12 Estimate</b>	<b>FY 12-13 Estimate</b>	<b>FY 13-14 Estimate</b>
Estimated Beginning Balance	\$ 1,582,600	\$ 1,856,675	\$ 2,296,653	\$ 2,471,083	\$ 2,502,263	\$ 2,332,063
Revenue Under Existing Rates	4,417,366	4,685,160	4,766,800	4,848,440	4,930,080	5,011,720
Commercial Permits	29,000	6,000	5,000	5,000	5,000	5,000
Recycling Revenue Share	104,560	96,048	97,720	99,390	101,070	102,742
Interest	7,821	10,150	17,220	29,650	30,030	27,980
Sub-Total	4,558,747	4,797,358	4,886,740	4,982,480	5,066,180	5,147,440
Transfers-In						
<b>Total Revenue</b>	<b>\$ 6,141,347</b>	<b>\$ 6,653,163</b>	<b>\$ 7,183,393</b>	<b>\$ 7,453,563</b>	<b>\$ 7,568,443</b>	<b>\$ 7,479,503</b>
<b>Curbside Collection</b>	3,407,038	3,404,930	3,645,010	3,841,070	3,895,850	4,042,990
Monthly Cost	<b>14.74</b>	<b>14.53</b>	<b>15.29</b>	<b>15.84</b>	<b>15.80</b>	<b>16.13</b>
<b>Uncontained Collection</b>	607,049	647,030	761,460	800,940	891,460	900,430
Monthly Cost	<b>2.63</b>	<b>2.76</b>	<b>3.19</b>	<b>3.30</b>	<b>3.62</b>	<b>3.59</b>
<b>Enforcement &amp; Education</b>	270,585	304,550	305,840	309,290	449,070	495,540
Monthly Cost	<b>1.17</b>	<b>1.30</b>	<b>1.28</b>	<b>1.30</b>	<b>1.85</b>	<b>2.00</b>
<b>Total Expenses</b>	<b>\$ 4,284,672</b>	<b>\$ 4,356,510</b>	<b>\$ 4,712,310</b>	<b>\$ 4,951,300</b>	<b>\$ 5,236,380</b>	<b>\$ 5,438,960</b>
<b>Total Cost per Month</b>	<b>18.53</b>	<b>18.60</b>	<b>19.77</b>	<b>20.45</b>	<b>21.27</b>	<b>21.73</b>
<b>Estimated Ending Balance</b>	<b>\$1,856,675</b>	<b>\$2,296,653</b>	<b>\$2,471,083</b>	<b>\$2,471,083</b>	<b>\$2,502,263</b>	<b>\$2,040,543</b>

As shown in the table, the total cost of service for FY 09-10 is \$18.60. Cost savings associated with the elimination of two positions, delay of new positions and equipment, along with other efficiencies have resulted in this year's estimated expenses being approximately \$600,000 lower than estimated last year.

**Cost Components**

The cost of residential sanitation services can be broken down into three categories: the automated curbside collection, the monthly uncontained collection and the education and enforcement component. While the costs of education and enforcement may continue to change as this cost center develops more history, the current allocation shows that this cost is approximately 7% of the total. The uncontained collection services account for about 16% of the total costs. Based on the total number of customers and expenses estimated for the 2009-2010 fiscal year, the calculation of customer costs is shown in Table 7.

**Table 7 – Customer Costs per Month**

	Uncontained Collection	Automated Collection	Education/ Enforcement	Total
Total Costs	647,049	3,404,930	304,550	\$ 4,356,510
Total Customers	19,385	19,385	19,385	19,385
Monthly Cost per Customer	2.76	14.54	1.30	18.60

The costs of service are allocated proportionately among all customers since utilization of uncontained refuse collection by customers may vary from month to month. On average, 20% of residential customers use the uncontained collection services each month. If utilization of the uncontained refuse collection service increases, there will also be a corresponding increase in costs.

**Rate Recommendation**

The cost of service allocations show that operating expenses are covered by the current rate charged per customer per month. Based on the available fund balance and reserve requirements, it is proposed that the fixed monthly base charge of \$20.00 for residential sanitation remain static for the current fiscal year.

**Rate Comparisons**

As a measure of reasonableness, the proposed rates are compared to other Arizona municipalities' rates for the same service. As Table 8 indicates, the proposed rates are not out of line with the other cities. Most municipalities are providing recycling, regular refuse and uncontained trash collection.

**Table 8 – Sanitation Rate Comparison with Valley Cities**

<b>Municipality</b>	<b>Rate</b>	<b>Recycling</b>	<b>Bulk Trash Collection</b>
Phoenix	26.80	✓	Quarterly
Mesa	23.34	✓	Additional Fee
Goodyear	22.03	✓	Weekly
Avondale	20.00	✓	<b>Monthly</b>
Tempe	19.98	✓	<b>Monthly</b>
<i>Average</i>	<i>19.01</i>		
Surprise	16.63	✓	<b>Monthly</b>
Glendale	16.30	✓	<b>Monthly</b>
Scottsdale	15.96	✓	<b>Monthly</b>
Peoria	15.06	✓	Annually
Buckeye	13.95	✓	Quarterly

As shown in Table 8, most valley cities provide similar services with variations in the frequency of bulk trash collection.

**Appendices**

Appendix A – Customer Bills Issued and Projections..... 10

Appendix B – Cashflow Detail ..... 11

Appendix C – Landfill & Recycling Tonnage.....12

**City of Avondale**  
Sanitation Accounts

**Number of bills issued**

	July	August	September	October	November	December	January	February	March	April	May	June	Total Bills	Increase	Pct.	Avg p/ month
2002	10,521	10,748	10,930	11,219	11,432	11,542	11,592	11,823	11,963	12,093	12,166	12,300	138,329			162
2003	12,940	12,493	12,640	12,805	13,087	12,801	9,728	9,855	12,861	12,994	13,078	13,227	148,509	10,180	6.9%	77
2004	13,356	13,506	13,669	13,772	13,868	13,997	14,163	14,272	14,397	14,576	14,710	15,090	169,376	20,867	12.3%	155
14.0	15,270	15,348	15,542	15,705	15,868	16,013	16,148	16,313	16,462	16,605	16,792	16,959	193,025	23,649	12.3%	164
16.5	17,118	17,294	17,456	17,568	17,642	17,693	17,804	17,842	18,015	18,089	18,176	18,269	212,966	19,941	9.4%	138
18.0	18,765	18,740	18,919	19,070	19,150	19,209	19,232	19,337	19,361	19,553	19,259	19,312	229,907	16,941	7.4%	118
19.0	19,219	19,279	19,309	19,280	18,913	19,258	19,210	19,229	19,237	19,290	19,270	19,283	230,777	870	0.4%	6
20.0	19,258	19,227	19,253	19,252	19,212	19,247	19,251	19,206	19,212	19,337	19,333	19,385	231,173	396	0.2%	3
20.0	19,406	19,427	19,448	19,469	19,490	19,511	19,532	19,553	19,574	19,595	19,616	19,637	234,258	3,085	1.3%	21
20.0	19,746	19,767	19,788	19,809	19,830	19,851	19,872	19,893	19,914	19,935	19,956	19,977	238,340	4,082	1.7%	28
20.0	20,086	20,107	20,128	20,149	20,170	20,191	20,212	20,233	20,254	20,275	20,296	20,317	242,422	4,082	1.7%	28
20.0	20,427	20,448	20,469	20,490	20,511	20,532	20,553	20,574	20,595	20,616	20,637	20,658	246,504	4,082	1.7%	28
20.0	20,767	20,788	20,809	20,830	20,851	20,872	20,893	20,914	20,935	20,956	20,977	20,998	250,586	4,082	1.6%	28
2014 Est.	21,107	21,128	21,149	21,170	21,191	21,212	21,233	21,254	21,275	21,296	21,317	21,338	254,668	4,082	1.6%	28
2015 Est.	21,447	21,468	21,489	21,510	21,531	21,552	21,573	21,594	21,615	21,636	21,657	21,678	258,750	4,082	1.6%	28
2016 Est.	21,787	21,808	21,829	21,850	21,871	21,892	21,913	21,934	21,955	21,976	21,997	22,018	262,832	4,082	1.6%	28
2017 Est.																

Source: Eden Utility Billing System. Extracted 9/16/2009

**Historical Growth by month**

	July	August	September	October	November	December	January	February	March	April	May	June	Average Monthly Growth 3 yrs
2002	640	227	182	289	213	110	50	231	140	130	73	134	161.73
2003	129	-447	147	165	282	-286	-3073	127	3006	133	84	149	77.25
2004	180	150	163	103	96	129	166	109	125	179	134	380	155.25
2005		78	194	163	163	145	135	165	149	143	187	167	131.3
													20.8

	FY 07-08 Actuals	FY 08-09 Actuals	FY 09-10 Budget	FY 10-11 Estimate	FY 11-12 Estimate	FY 12-13 Estimate	FY 13-14 Estimate
<b>Sources:</b>							
Estimated Beginning Balance	\$ 1,203,415	\$ 1,582,600	\$ 1,856,675	\$ 2,296,653	\$ 2,471,083	\$ 2,502,263	\$ 2,332,063
Months Increase Effective	6		0	0	0	0	0
Revenue Under Existing Rates	\$20.00 4,346,895	4,417,366	4,685,160	4,766,800	4,848,440	4,930,080	5,011,720
Misc	10,803	-	-	-	-	-	-
Commercial Permits	17,051	29,000	6,000	5,000	5,000	5,000	5,000
Recycling Revenue Share	121,439	104,560	96,048	97,720	99,390	101,070	102,740
Interest	20,873	7,821	9,280	17,220	29,650	30,030	27,980
Sale of Assets	-	-	-	-	-	-	-
Sub-Total Revenue	4,517,060	4,558,747	4,796,488	4,886,740	4,982,480	5,066,180	5,147,440
Transfers-In	-	-	-	-	-	-	-
<b>Total Sources</b>	<b>\$ 5,720,476</b>	<b>\$ 6,141,347</b>	<b>\$ 6,653,163</b>	<b>\$ 7,183,393</b>	<b>\$ 7,453,563</b>	<b>\$ 7,568,443</b>	<b>\$ 7,479,503</b>

**Uses:**

**Curbside Collection**

Personal Services	1,036,748	945,511	932,510	952,470	1,023,790	1,028,280	1,043,910
Contractual Services	33,663	253,261	49,420	50,740	53,830	57,510	60,450
Landfill Fees	507,446	491,225	635,900	646,130	684,120	716,190	749,250
Administrative Charges	564,030	517,550	497,310	504,970	512,630	520,290	527,950
Vehicle Maintenance	494,872	608,389	718,850	774,520	830,190	927,360	985,640
Facilities Maintenance	15,070	22,300	21,010	22,270	23,610	24,790	26,030
Commodities	30,381	28,503	36,690	38,890	54,250	58,000	60,900
Capital	59,707	-	14,150	15,000	15,900	16,700	17,540
Vehicle Replacement	461,670	506,620	456,110	594,460	594,460	496,030	518,080
Insurance/Risk Mgt	41,800	33,680	42,980	45,560	48,290	50,700	53,240
<b>Curbside Collection</b>	<b>3,245,386</b>	<b>3,407,038</b>	<b>3,404,930</b>	<b>3,645,010</b>	<b>3,841,070</b>	<b>3,895,850</b>	<b>4,042,990</b>
<b>Monthly Cost</b>	<b>14.06</b>	<b>14.74</b>	<b>14.53</b>	<b>15.29</b>	<b>15.84</b>	<b>15.80</b>	<b>16.13</b>

**Uncontained Collection**

Personal Services	215,863	214,349	231,360	229,370	231,400	232,020	235,270
Contractual Services	3,473	17,594	8,190	8,660	9,170	9,620	10,090
Landfill Fees	66,322	57,231	73,450	77,840	82,530	86,500	90,600
Administrative Charges	116,880	95,050	85,670	90,810	96,260	101,070	106,120
Vehicle Maintenance	99,546	98,281	124,630	132,110	140,040	147,040	154,390
Commodities	3,655	11,564	13,470	14,280	15,140	15,890	16,690
Capital	25,029	-	5,510	5,840	6,190	6,500	6,830
Vehicle Replacement	91,880	99,560	90,300	187,230	203,970	275,770	262,540
Insurance	18,520	13,420	14,450	15,320	16,240	17,050	17,900
Contingency	-	-	-	-	-	-	-
<b>Uncontained Collection</b>	<b>641,167</b>	<b>607,049</b>	<b>647,030</b>	<b>761,460</b>	<b>800,940</b>	<b>891,460</b>	<b>900,430</b>
<b>Monthly Cost</b>	<b>2.78</b>	<b>2.63</b>	<b>2.76</b>	<b>3.19</b>	<b>3.30</b>	<b>3.62</b>	<b>3.59</b>

**Enforcement Education**

Personal Services	132,613	145,962	153,750	168,270	170,540	303,350	309,130
Contractual Services	35,232	9,331	25,110	26,620	28,230	29,660	31,140
Administrative Charges	48,540	74,900	72,830	77,200	81,830	85,920	90,220
Vehicle Maintenance	9,448	8,605	6,870	7,280	7,720	8,110	12,720
Commodities	6,219	1,997	3,920	4,160	4,410	4,640	4,880
Capital	19,271	-	25,730	770	820	860	25,900
Vehicle Replacement	-	15,290	3,570	8,000	1,390	1,460	1,530
Insurance	-	14,500	12,770	13,540	14,350	15,070	20,020
Contingency	-	-	-	-	-	-	-
<b>Enforcement &amp; Education</b>	<b>251,323</b>	<b>270,585</b>	<b>304,550</b>	<b>305,840</b>	<b>309,290</b>	<b>449,070</b>	<b>495,540</b>
<b>Monthly Cost</b>	<b>1.09</b>	<b>1.17</b>	<b>1.30</b>	<b>1.28</b>	<b>1.30</b>	<b>1.85</b>	<b>2.00</b>

**Total Expenses** \$ 4,137,876 \$ 4,284,672 \$ 4,356,510 \$ 4,712,310 \$ 4,951,300 \$ 5,236,380 \$ 5,438,960

**Total Cost per Month** 17.93 18.53 18.60 19.77 20.45 21.27 21.73

Net Surplus/(Loss) Under existing rates 209,019 132,694 328,650 54,490 (102,860) (306,300) (427,240)

**Estimated Ending Balance** 1,582,600 1,856,675 2,296,653 2,471,083 2,502,263 2,332,063 2,040,543

Reserve Requirement 4 1,379,292 1,428,224 1,452,170 1,570,770 1,650,433 1,745,460 1,812,987

Assumptions:							
Large vehicle useful life in years							7
Add: Curbside Staff	-	-	-	-	1.0	-	-
Uncontained Staff	-	-	-	-	-	-	-
Education & Enforcement Staff	-	-	-	-	-	1.0	-
Annual Customer Growth							423

**Solid Waste Division Tonnage Matrix 2008/2009**

Updated: 8/05/09 by J.M.

	July 08	Aug 08	Sept 08	Oct 08	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	June 09
<b>Residential Refuse</b>												
1233	12.31	15.6	0	0	0	16.57	6.58	0	0	0	0	11.05
1280	0	0	0	0	0	0	0	0	0	0	0	0
1334	100.67	30.66	16.99	11.77	11.77	47.52	42.78	13.58	8.03	0	0	0
1335	47.82	114.92	92.99	19.58	19.58	43.01	38.28	30.85	0	66.57	0	12.94
1424	38.92	128.43	33.19	0	0	0	10.87	18.82	0	0	0	0
1535	118.51	0	125.65	146.54	146.54	95.27	111.74	97.55	63.85	125.59	24.45	82.33
1536	193.96	47.86	184.55	157.13	157.13	181.65	182.59	177.65	31.15	203.4	44.72	142.95
1537	117.13	60.7	144.44	190.29	190.29	170.81	223.06	70.91	179.01	195.59	68.24	100.21
1590	146.64	152.31	94.07	112.84	112.84	155.29	179.25	160.8	81.05	199.28	208.76	144.16
1591	18.13	130.83	182.12	58.96	58.96	91.94	130.63	51.9	49.23	121.21	171.33	140.19
1638	200.6	128.28	238.82	179.03	179.03	42.44	26.67	84.81	145.57	129.91	160.11	137.6
1639	41.32	164.86	120.19	48.02	48.02	155.31	174.65	188.41	162.01	192.15	215.25	211.33
1640	235.72	178.03	199.75	190.45	190.45	202.62	206.49	127.39	106.13	97.34	108.94	190.67
1712	201.07	215.04	198.35	183.5	183.5	171.34	176.26	162.09	196.99	138.64	118.29	195.28
1713	53.56	50.67	50.05	185.96	185.96	48.85	119.74	130.08	171.1	188.13	126.55	174.2
1714	159.62	213.47	214.63	132.33	132.33	118.81	233.28	165.3	191.82	166.35	228.93	190.55
1785	0	0	0	0	0	0	97.4	160.02	192.37	185.51	214.83	207.78
TI Ton	1,685.98	1,631.66	1,895.79	1,616.40	1,616.40	1,541.43	1,960.27	1,640.16	1,578.31	2,009.67	1,796.78	1,731.58
Yr. to Dt.	1,685.98	3,317.64	5,213.43	6,829.83	6,829.83	8,371.26	10,331.53	11,971.69	13,550.00	15,559.67	17,356.45	19,088.03
Total \$	\$37,934.55	\$36,712.35	\$42,655.28	\$36,369.00	\$36,369.00	\$34,682.18	\$44,106.08	\$36,903.60	\$35,511.98	\$40,427.58	\$38,960.55	\$43,323.53
Yr. to Dt. \$	\$37,934.55	\$74,646.90	\$117,302.18	\$153,671.18	\$153,671.18	\$188,353.35	\$232,459.43	\$269,363.03	\$304,875.00	\$350,092.58	\$390,520.13	\$429,480.68

**Residential Recycling**

1099	0	2.57	0	0	0	0	0	0	0	0	0	0
1280	0	0	0	0	0	0	0	0	0	0	0	0
1334	16.51	24.49	0	3.75	3.75	13.61	13.15	10.86	4.25	2.71	0	0
1335	10.22	29.35	5.74	17.8	17.8	3.65	22.49	5.94	0	1.67	0	0
1424	5.03	21	0	2.62	2.62	3.13	6.94	3.25	1.41	0	0	0
1535	45.05	0	33.76	37.41	37.41	33.59	28.5	34.53	19.29	22.89	9.17	11.81
1536	35.7	16.25	38.26	49.7	49.7	33.23	18.24	38.86	7.5	35.89	17.36	28.47
1537	12.9	0	32.56	54.96	54.96	37.41	41.08	33.95	37.36	42.48	26.3	18.01
1590	44.68	38.9	22.44	22.19	22.19	25.53	27.73	30.76	30.36	39.4	40.91	34.56
1591	5.5	29.05	28.92	12.93	12.93	13.56	36.22	25.94	21.84	17.12	30.93	34.89
1638	51.71	34.63	43.69	45.45	45.45	4.29	22.84	28.99	17.7	28.88	43.43	36.56
1639	24.84	44.54	20.61	12.55	12.55	23.75	49.05	50.72	33.1	37.82	38.69	43.91
1640	51.43	39.96	41.38	53.26	53.26	42.2	39.01	31.92	22.51	21.84	47.09	34.37
1712	54.7	54.36	27.59	35.56	35.56	36.67	42.57	43.35	25.18	29.01	40.69	40.09
1713	29.23	15.96	8.62	49.99	49.99	19.1	7.07	49.16	40.75	19.4	37.01	50.46
1714	35.8	49.96	44.32	33.01	33.01	42.42	47.79	40.46	40.46	27.46	46.51	25.98
1785	0	0	0	0	0	0	11.85	43.34	39.3	30.26	44.3	46.64
Cardboard	0	0	0	0	0	0	0	0	0	0	0	0
TI Ton	423.30	401.02	347.89	431.18	431.18	332.14	395.18	487.61	355.35	345.65	413.12	365.82
Yr. to Dt.	423.30	824.32	1,172.21	1,603.39	1,603.39	1,935.53	2,330.71	2,818.32	3,173.67	3,519.32	3,932.44	4,365.97
TI Rev.	\$8,466.00	\$8,020.40	\$6,957.80	\$8,623.60	\$8,623.60	\$7,307.08	\$9,903.60	\$9,752.20	\$7,107.00	\$6,913.00	\$8,262.40	\$8,048.04
Yr. to Dt. \$	\$8,466.00	\$16,486.40	\$23,444.20	\$32,067.80	\$32,067.80	\$39,374.88	\$47,278.48	\$57,030.68	\$64,137.68	\$71,050.68	\$79,313.08	\$87,983.68
TI Refuse	1,685.98	1,631.66	1,895.79	1,616.40	1,616.40	1,541.43	1,960.27	1,640.16	1,578.31	2,009.67	1,796.78	1,731.58
TI Res ton	2,109.28	2,032.68	2,243.68	2,047.58	2,047.58	1,873.57	2,355.45	2,127.77	1,933.66	2,355.32	2,209.90	2,165.11
YTD % Div.	20%	19.7%	15.5%	21.1%	21.1%	17.7%	16.8%	22.9%	18.4%	14.7%	18.7%	20.0%

**Solid Waste Division Tonnage Matrix 2008/2009**

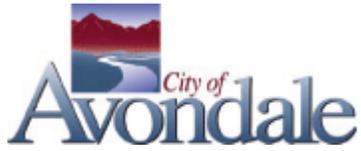
Updated: 8/05/09 by J.M.

	July 08	Aug 08	Sept 08	Oct 08	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	June 09
1099	29.17	0	0	0	0	10.64	0	0	0	0	0	0
1198	81.71	18.69	0	0	0	0	0	0	0	0	0	0
1582	167.18	95.68	117.3	117.37	24.39	63.22	130.44	55.81	90.83	74.7	89.83	82.14
1729	121.19	41.91	39.13	79.1	62.99	9.31	25.74	13.23	25.78	33.28	18.96	51.14
1764	53.69	25.3	12.81	28.11	18.45	3.59	42.1	12.91	24.59	36.32	25.34	36.93
1767	0	44.51	107.15	134.62	62.19	57.14	124.58	78.05	96.49	102.63	82.2	35.28
TI Ton	452.94	226.09	276.39	359.20	178.66	133.26	322.86	160.00	237.69	246.93	216.33	205.49
Yr. to Dt.	452.94	679.03	955.42	1,314.62	1,493.28	1,626.54	1,949.40	2,109.40	2,347.09	2,594.02	2,810.35	3,015.84
Total \$	\$10,191.15	\$5,087.03	\$6,218.78	\$8,082.00	\$4,019.85	\$2,998.35	\$7,264.35	\$3,600.00	\$5,348.03	\$5,555.93	\$4,867.43	\$4,623.53
Yr. to Dt.	\$10,191.15	\$15,278.18	\$21,496.95	\$29,578.95	\$33,598.80	\$36,597.15	\$43,861.50	\$47,461.50	\$52,809.53	\$58,365.45	\$63,232.88	\$67,856.40

**Bulk**

**Ton's by Bulk Work Zone**

Zone 1	62.76	77.39	35.86	44.47	39.96	26.58	42.23	21.19	38.04	43.1	50.95	19.82
Zone 2	69.59	43.77	80.61	80.23	40.49	37.03	55.7	38.29	58.63	51.33	37.06	61.71
Zone 3	186.03	51.31	90.63	120.63	67.23	44.63	119.37	62.72	89.03	76.85	75.68	87.37
Zone 4	134.56	53.62	69.29	113.87	30.98	25.02	105.56	37.8	51.99	75.65	52.64	36.59
Bye Wk	0	0	0	0	0	0	0	0	0	0	0	0
Spl Proj	0	0	0	0	0	0	0	0	0	0	0	0
TI Ton	452.94	226.09	276.39	359.20	178.66	133.26	322.86	160.00	237.69	246.93	216.33	205.49
Yr. to Dt.	452.94	679.03	955.42	1,314.62	1,493.28	1,626.54	1,949.40	2,109.40	2,347.09	2,594.02	2,810.35	3,015.84
Total \$	\$10,191.15	\$5,087.03	\$6,218.78	\$8,082.00	\$4,019.85	\$2,998.35	\$7,264.35	\$3,600.00	\$5,348.03	\$5,555.93	\$4,867.43	\$4,623.53



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
December 7, 2009

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available