



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
May 17, 2010  
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. Regular Meeting of May 3, 2010
2. Work Session of May 10, 2010

**b. APPOINTMENT OF JUDGES PRO TEMPORE**

City Council will consider a request to re-appoint seven existing pro tempore judges and appoint two new pro tempore judges to one-year terms that will expire on June 1, 2011. The Council will take appropriate action.

**c. CHANGE ORDER NO. 1 TO THE MICROSEAL, FOG & SLURRY CONSTRUCTION CONTRACT - SOUTHWEST SLURRY SEAL, INC.**

City Council will consider a request to approve Change Order No. 1 to the Microseal, Fog & Slurry Construction Contract with Southwest Slurry Seal, Inc in the amount of \$129,233.25 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. CIRCULATOR STUDY ACCEPTANCE**

City Council will consider a request to accept and receive the feasibility study conducted by the Maricopa Association of Governments (MAG), on behalf of the City of Avondale to determine whether operation of a local circulator would benefit the community. The Council will take appropriate action.

**e. CONSTRUCTION AGREEMENT - APS FOR THE CONSTRUCTION OF ELECTRIC DISTRIBUTION FACILITIES**

City Council will consider a request to approve an agreement between APS and the City of Avondale to construct electric distribution facilities in the amount of \$89,856.47 for the Northwest Public Safety Facility (NWPSF) and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. TRANSIT SERVICE REDUCTION**

City Council will consider a request to approve reductions in transit services effective July 26, 2010 necessary due to the elimination of the State Lottery Transit Funding known as LTAF. The Council will take appropriate action.

**g. CONTRACT AWARD - MOUNTAIN STATES PIPE AND SUPPLY CO. FOR WATER METER INSTALLATION SERVICES**

City Council will consider a request to award a contract to Mountain States Pipe and Supply for water meter installation services in an amount not to exceed \$196,350 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take the appropriate action.

**h. EMERGENCY PURCHASE - ARCHIVE & LITIGATION SOFTWARE**

City Council will consider a request to approve the emergency purchase of electronic data archiving and litigation hold software and associated installation services from 3RP Corporation to adhere to the requirements set forth under federal law for legal hold documents, in an amount not to exceed \$141,511.00 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

**i. PROFESSIONAL SERVICES AGREEMENT - DIBBLE & ASSOCIATES - WELL 5 WELLHEAD DESIGN**

City Council will consider a request to approve a Professional Services Agreement with Dibble & Associates for the design of well head improvements for Well 5, in the amount of \$61,688, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**j. RENEWAL OF SERVICE AGREEMENT WITH HUDSON BAYLOR WEST CORPORATION**

City Council will consider the renewal of the agreement with Hudson Baylor West Corporation for recyclable materials services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**4 RESOLUTION 2908-510 - FISCAL YEAR 2010-2011 TENTATIVE BUDGET**

City Council will consider a resolution setting forth the fiscal year 2010-2011 tentative budget and establishing the City's annual expenditure limitation in the amount of \$185,880,860. The Council will take appropriate action.

**5 RESOLUTION 2906-510 AND RESOLUTION 2907-510 - ADOPTION OF THE WATER RESOURCE MASTER PLAN AND WATER INFRASTRUCTURE MASTER PLAN**

City Council will consider two resolutions adopting the Water Resource Master Plan and the Water Infrastructure Master Plan. The Council will take appropriate action.

**6 PUBLIC HEARING AND ORDINANCE 1414-510 - EL MIRAGE PROJECT REZONING (Z-09-13)**

City Council will hold a public hearing and consider an ordinance approving a request from Mr. Ed Baser, Basar Living Trust to rezone property from Single Family Residential (R1-6) to Community Commercial (C-2), 2.31 acres of land located west of the southwest corner of El Mirage Road and Lower Buckeye Road. The Council will take appropriate action.

**7 PUBLIC HEARING, RESOLUTION 2909-510 AND ORDINANCE 1415-510- TEXT AMENDMENT, SECTION 7, SUPPLEMENTARY REGULATIONS (TA-08-8)**

City Council will hold a public hearing and consider a resolution declaring as a public record a document entitled the "City of Avondale Supplementary Regulations, amended and restated May 17, 2010" and an ordinance adopting the same. The Council will take appropriate action.

**8 EXECUTIVE SESSION**

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

**9 ADJOURNMENT**

Respectfully submitted,

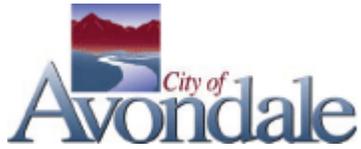


Carmen Martinez

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:**  
May 17, 2010

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

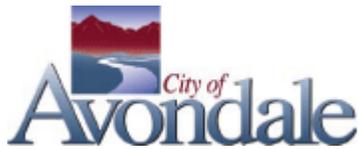
**PURPOSE:**

1. Regular Meeting of May 3, 2010
2. Work Session of May 10, 2010

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Appointment of Judges pro tempore

**MEETING DATE:**  
May 17, 2010

**TO:** Mayor and Council  
**FROM:** Abril Ruiz-Ortega, Court Administrator (623)333-5822  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council re-appoint seven judges pro tempore and appoint two new pro tempore judges to one year terms that will expire on June 1, 2011.

**DISCUSSION:**

Avondale City Code section 5-1 (f) gives the City Council the authority to appoint judges pro tempore. During its June 1, 2009 meeting, the City Council appointed pro tem judges to serve one year terms to fill in during the absence of the City Judge. Their terms expire on June 1, 2010. Judge Lynch is recommending the Council re-appoint the following to an additional one-year term through June 1, 2011:

Hon. N. Bruce Randall  
Hon. Alicia Lawler  
Hon. William Molner  
Hon. Craig Ring  
Hon. E. Evans Farnsworth  
Hon. Joanne Landfair  
Hon. Michael Carroll

It is also recommended that the City Council appoint two new judges pro tempore named below, to one year terms. The proposed judges made a very favorable impression on the interview panel and will be a welcome addition to our panel of judges pro tempore. The judges recommended for appointment are:

Hon. Melanie Laboy  
Hon. Kendra Owens-Johnson

The judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f); have extensive judicial experience in the courts of limited jurisdiction and have completed the application, interview and selection process conducted with the help of the Avondale Human Resources department.

The panel of qualified judges authorized to serve in Avondale fill in for the City Judge when he and all sitting judges are summoned to annual judicial conferences and mandatory training. Pro tem judges also fill in during the City Judge's sick leave or scheduled vacation leave..

**BUDGETARY IMPACT:**

Judges pro tempore are compensated at an hourly rate of \$55.00 per hour. This rate is competitive with other West Valley courts. Funding for the pro tem judges is provided in the Court operating

budget in the Professional Services account.

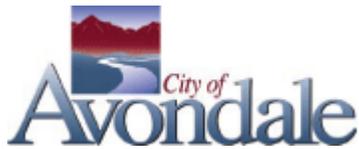
**RECOMMENDATION:**

Staff recommends that the City Council re-appoint the existing pro tem judges listed above and appoint the two new judges also named above to one-year terms that will expire on June 1, 2011.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Change Order No. 1 to the Microseal, Fog & Slurry Construction Contract - Southwest Slurry Seal, Inc.

**MEETING DATE:**

May 17, 2010

**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 approve Change Order No. 1 to the Microseal, Fog & Slurry Construction Contract with Southwest Slurry Seal, Inc in the amount of \$129,233.25 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On April 5, 2010, City Council approved a construction contract with Southwest Slurry Seal, Inc. for the application of various pavement restoration and preservation treatments designed to extend the life of certain designated City streets. These treatments included fog seal, slurry seal and microseal.

Notice to Proceed was issued following Council's approval and receipt of the required bonding, insurance, and contract documents. The work is to be substantially complete within sixty (60) days and fully complete within eighty-eight (88) days from the issuance of the Notice to Proceed or July 9, 2010.

**DISCUSSION:**

It has come to staff's attention that certain sections of McDowell Road between 103rd Avenue to Avondale Boulevard are experiencing accelerated surface deterioration due, in part to the excessive winter rains. After analyzing the existing condition, staff is recommending adding these areas to the microseal portion of the current Microseal, Fog & Slurry Program project.

The treatment method selection is based on a visual condition evaluation and the street classification. Advancing this scheduled arterial road treatment for the affected areas will extend the overall life of this stretch of road, push out the need for a more expensive mill and overlay and avoid the very costly "remove and replace" option for at least seven (7) years. Performing this maintenance now will further protect this pavement from the approaching summer monsoon season.

The Project area encompassing McDowell Road between 103rd Avenue to Avondale Boulevard was not scheduled to be treated until the new fiscal year. However, staff believes that expanding the current scope of work to include these areas would be cost beneficial. Postponing a microseal that is needed now may result in requiring a more expensive mill and overlay within two (2) years.

Change Order No. 1 in the amount of \$129,233.25 includes microsealing, lane restriping, and traffic control. The revised total contract amount is \$725,734.68 and the additional scope of work will not result in an extension of contract time.

**BUDGETARY IMPACT:**

The current available project budget is \$626,795. Fiscal Year 2010-2011 includes an additional \$400,000 for Preventative Street Maintenance for a total of \$1,026,795 over FY 2009-2010 and FY 2010-2011. Approval of this Change Order accelerates a portion of the planned FY 2010-2011 Preventative Street Maintenance Program leaving a balance of \$298,060 to complete the balance of next Fiscal Year's program.

Funding in the amount of \$129,233.25 for Change Order No. 1 is available in CIP Street Fund Line Item 304-1020-00-8420, Citywide Street Maintenance.

**RECOMMENDATION:**

Staff recommends that the City Council approve Change Order No. 1 to the Microseal, Fog & Slurry Construction Contract with Southwest Slurry Seal, Inc in the amount of \$129,233.25 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Change Order No. 1](#)

 [Vicinity Map](#)

# CONSTRUCTION CONTRACT CHANGE ORDER

## CITY OF AVONDALE ENGINEERING DEPARTMENT

**Project Name:** Preventative Street Maintenance  
**City Project No.:** ST-1020  
**Design Engineer:** Engineering Dept.

**CHANGE ORDER NO.:** 1      **Date:** May 4, 2010  
**Change Order Request No.:** 1      **Date:** May 4, 2010

**CONTRACTOR:** Southwest Slurry Seal Inc.

**Original Contract Start Date:** April 5, 2010  
**Original Contract Completion Date:** July 9, 2010  
**Revised Contract Completion Date:** July 9, 2010

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**CHANGE ORDER DESCRIPTION:** Compensate the contractor for additional microseal work on the west bound lanes of McDowell Road from 103<sup>rd</sup> Avenue to Avondale Boulevard which was originally scheduled for treatment in the following fiscal year. Total change order is not to exceed \$129,233.25 based upon established bid unit prices using field measured quantities and does not include any time adjustment.

**REASON FOR CHANGE ORDER:** Staff has observed an accelerated raveling of surface fines in the asphalt pavement and a general deterioration resulting from winter rains in the areas described above. Treating these areas prior to the seasonal monsoon season would provide protection and prevent further raveling. Advancing this scheduled arterial road treatment for the affected areas will extend the overall life of this stretch of road, push out the need for a more expensive mill and overlay and avoid the very costly remove and replace option for at least 7 years.

### CONTRACT AMOUNT

Original Contract: \$ 596,501.43  
Previous C.O.'s: \$ 0.00  
This Change Order: \$ 129,233.25  
Total All C.O.'s: \$ 129,233.25  
Revised Contract: \$ 725,734.68

### CONTRACT TIME

Original Contract: 90 days  
Previous C.O.'s: 0 days  
This Change Order: 0 days  
Total All C.O.'s: 0 days  
Revised Contract: 90 days

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

### **CONTRACTOR:**

Southwest Slurry Seal, Inc.

### **CITY OF AVONDALE:**

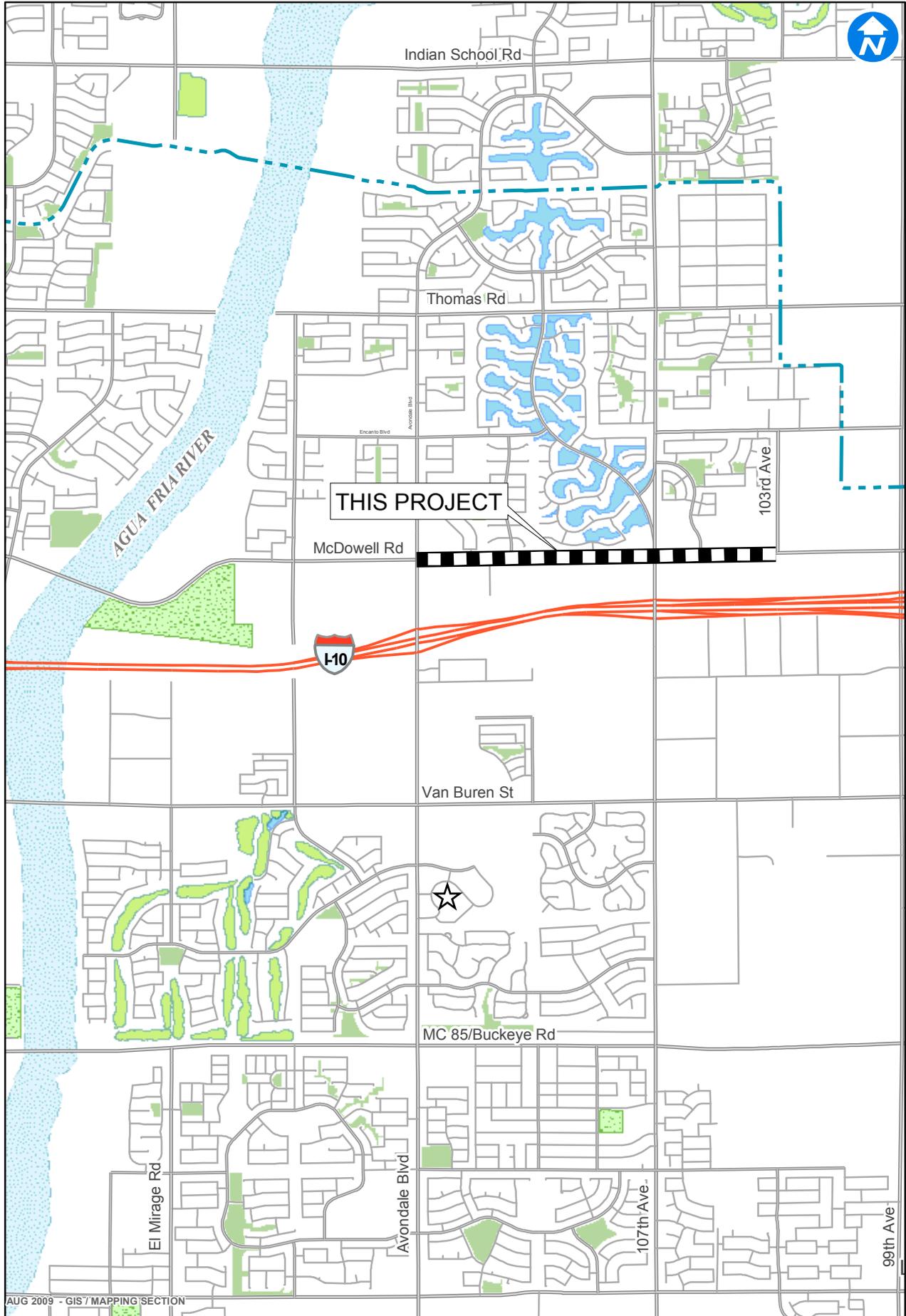
By: \_\_\_\_\_  
(sign) (date)

By: \_\_\_\_\_  
Charles P. McClendon, City Manager (date)

\_\_\_\_\_  
Title

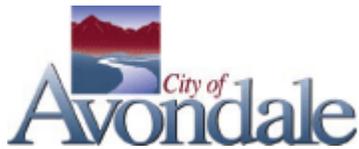
Attest: \_\_\_\_\_  
Carmen Martinez, City Clerk (date)

# VICINITY MAP



## CITY OF AVONDALE

McDowell Rd - 103rd Ave to Avondale Blvd



# CITY COUNCIL REPORT

**SUBJECT:**  
Circulator Study Acceptance

**MEETING DATE:**  
May 17, 2010

**TO:** Mayor and Council  
**FROM:** Kristen Sexton  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Maricopa Association of Governments (MAG), on behalf of the City of Avondale conducted a feasibility study to determine whether operation of a local circulator would benefit the community.

**BACKGROUND:**

While population continues to increase in Avondale, existing transit options and services provided by Valley Metro/RPTA continue to be reduced or eliminated due to budget cuts by the Arizona State Legislature and the reduction of sales tax collections. As staff sought other transit alternatives, MAG Region Councils offered the City the opportunity to conduct a circulator study to help determine the feasibility of circulator bus service in Avondale.

**DISCUSSION:**

**Circulator Study**

A project management team was established in support of the Avondale Circulator Study that included Avondale staff, and representatives from MAG, Valley Metro/RPTA and the consultant team from URS. Five objectives were developed during the initial planning stages of this study to guide the development of alternatives and help determine one pilot route for recommendation to the City Council. These five objectives were:

1. Conduct a comprehensive, market-based evaluation of transit circulator needs in Avondale.
2. Ensure the study results are coordinated with on-going regional transit plans and studies.
3. Define a phased implementation plan that allows Avondale to expand transit circulator service over time, in coordination with development trends and available revenues.
4. Develop a sound financial plan that identifies capital and operating costs and potential sources of revenue.
5. Foster widespread community support for transit circulator service through an effective public involvement program.

Existing and planned residential neighborhoods were identified to determine prominent residential areas that could generate ridership for a local transit circulator. Also, the largest employment and activity centers were identified for the development of conceptual routes. Responses from the Avondale Transit Survey completed by residents in early 2010 assisted with identification of the major activity centers in the city.

The recommended pilot route is a modification to the existing route 131. The recommended pilot route is consistent with input received from local jurisdictions that currently operate circulator service, public input received during the public involvement process, and feedback from the Project Management Team.

**BUDGETARY IMPACT:**

There is no fiscal impact for City Council to review and accept this study. This study will provide guidance for Avondale staff when pursuing funding opportunities that would provide capital, operating and maintenance funds for a circulator.

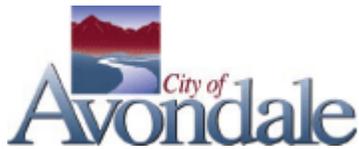
**RECOMMENDATION:**

Accept and receive the City of Avondale Neighborhood Circulator Study Final Recommendation Report.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Agreement - APS for the Construction of Electric Distribution Facilities

**MEETING DATE:**

May 17, 2010

**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 approve an agreement between the City of Avondale and APS to construct electric distribution facilities in the amount of \$89,856.47 for the Northwest Public Safety Facility (NWPSF) and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City Council awarded Amendment No. 1 to the NWPSF Construction Manager at Risk Contract on December 14, 2009 establishing a Guaranteed Maximum Price (GMP) to construct the facility. The Project's budget includes the construction of needed electric distribution facilities and electrical equipment for the proposed public safety facility. The City must pay APS for installation of the needed electrical facilities.

**DISCUSSION:**

The proposed project site is located on a 3.5 acre site at the northwest corner of Dysart Road and Sage Lane. The project site is located within the Estrella Community College which is an APS service area. An agreement to construct electrical distribution facilities will be required to provide electrical service to the proposed facility.

**BUDGETARY IMPACT:**

Funding for the construction of the electric distribution facilities is available in CIP Police Fund 308-1225-00-8220 in the amount of \$56,759.47 and the Fire CIP Fund 319-1223-00-8220 in the amount of \$33,097.

**RECOMMENDATION:**

Staff recommends that the City Council approve an agreement between the City of Avondale and APS to construct electric distribution facilities in the amount of \$89,856.47 for the Northwest Public Safety Facility and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[☐ APS Agreement](#)

[☐ Vicinity Map](#)

Part Refundable and Part Non-Refundable (requires the Applicant to also be the electric service customer at subject property)  
 Non-Refundable

APS Work Order # W489901



## AGREEMENT TO CONSTRUCT ELECTRIC DISTRIBUTION FACILITIES

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS" and

City of Avondale hereinafter called "Applicant."

In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

### 1 CONSTRUCTION

- 1.1 APS shall construct electric distribution facilities as an extension of its present facilities in order to serve 3000 N. Dysart Rd, Arizona in accordance with the attachments set forth in Section 5 to this Agreement and APS' line extension tariff, "Schedule 3: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS' Extension Policy and the attachments described in Section 5 are hereby incorporated in full into this Agreement.
- 1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows: Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.
- 1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS' standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.
- 1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.
- 1.5 Applicant's "on and off" site construction required in support of APS' construction is estimated to begin on 1/1/2010 and to be completed on 8/1/2010 APS' construction is estimated to begin on 6/1/2010 and to be completed on 8/1/2010 contingent upon scheduled completion of Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS' construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS' workload, material requirements, or other factors.

### 2 PAYMENT

APS shall not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$89,856.47 DOLLARS, which sum equals the installation cost to APS of extending service to Applicant, as authorized by the Extension Policy. Such payment shall include all costs for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's anticipated load. A breakdown of these costs is attached hereto as the Applicant Charges. Such payment is due to APS upon Applicant's execution of this Agreement.

### 3 REFUNDS

3.1 Single-family residential and non-residential extensions may be eligible for a refund of a portion of the payment if all of the applicable requirements to qualify for a refund as set forth in Sections 1.1 or 2.0 of the Extension Policy are met (including the requirement that Applicant will be the customer of record and pay the monthly electric bills at the subject property).

Applicant hereby declares that Applicant will \_\_\_\_\_ will not \_\_\_\_\_ be the customer of record and pay the monthly electric bills at the subject property.

3.2 If, at the time a refund becomes payable, Applicant no longer owns the property intended to be served by this Agreement, the refund will be provided to the current property owner.

3.3 APS reserves the right to withhold refund to Applicant if Applicant's account(s) are delinquent, and apply these refund amounts to past due bills.

3.4 If prior to the start of APS' construction, Applicant notifies APS in writing of their request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

### 4 GENERAL PROVISIONS

4.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.

4.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.

4.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.

4.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.

4.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS' construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.

4.6 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.

4.7 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.

4.8 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

**5 ATTACHMENTS**

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

- Design Sketches
- Applicant Charges
- Pro-Rata Refund Calculation
- Pro-Rata Refund Exhibit
- Sales Invoice
- Electric Supply Agreement
- Trenching Agreement – Requirements
- Utility Easement
- Dusk-to-Dawn Work Order
- Developer Streetlight Agreement
- Street Light Details

**6 EFFECTIVE DATE**

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

**ARIZONA PUBLIC SERVICE COMPANY**

**APPLICANT or APPLICANT'S REPRESENTATIVE**

Signature: \_\_\_\_\_

Signature \_\_\_\_\_

Name: Larry Cunningham

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

Title: Senior Design Project Leader

Title: \_\_\_\_\_

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

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

APS Invoice #: \_\_\_\_\_

Mailing Address:

Prepared By: Larry Cunningham

11465 W. Civic Center Drive, Suite 120

Date Prepared: 4/29/2010

Avondale, AZ 85323-6804

Permanent Phone #: 623-333-4216

Amount Paid (including taxes) \$ \_\_\_\_\_

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

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.



**PRO FORMA**

Invoice: AR0090001318  
 Rec Type: 81  
 Invoice Date: 4/30/2010  
 Page 1 of 1

Arizona Public Service Company  
 P.O. Box 53920, Sta 9996  
 Phoenix, AZ 85072-3920

Customer No: 100139  
 Due Date: 5/30/2010  
 Payment Terms: Net 30 Days

**Bill To:**  
 CITY OF AVONDALE  
 NORTHWEST PUBLIC SAFETY FACILITY  
 11465 W CIVIC CENTER DR STE 120  
 AVONDALE AZ 85323  
 United States

**AMOUNT DUE: 84,856.47 USD**

Amount Remitted

Please return the top portion with your payment.

Invoice: AR0090001318  
 Rec Type: 81  
 Invoice Date: 4/30/2010

For billing questions, please call: Customer Service Representative at 623-975-5786

Original

Description	Period Covering	Customer Reference	Qty	Amount	Net Amount
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**NON-TAXABLE ITEM(S)**

Sch3 Rev 11		W489901			88,273.97
Northwest Public Safety Facility 3000 North Dysart Road Statement of Charges (Refundable) W489901					
Sch3 Rev 11		W489901			1,582.50
Northwest Public Safety Facility 3000 North Dysart Road Statement of Charges (Non-Refundable) W489901					
Design Payment		W489901			(5,000.00)
Northwest Public Safety Facility 3000 North Dysart Road Design Payment (Refundable) W489901					

**Subtotal: 84,856.47**

**AMOUNT DUE: 84,856.47**

Please provide invoice numbers with all remittance. An 18% per annum finance charge will be applied to outstanding invoices unless prior contractual agreements are in effect.





# TRENCHING AGREEMENT - REQUIREMENTS

WO# W489901

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS" and \_\_\_\_\_, hereinafter called "Customer". In consideration of the services to be performed by APS and Customer for construction of underground distribution facilities at 3000 N. dysart Rd; Avondale, AZ, it is agreed as follows:

1. Customer shall provide trench, conduit, backfill and 3-phase transformer pads. Customer shall install conduit, backfill, 3-phase transformer pads and APS provided equipment pads/box pads, pull boxes, j-boxes and manholes. These items shall be provided and installed according to this agreement, the Installation Specifications (Sheet 2), the T&D Construction Standards and the attached drawings.
2. APS shall be responsible for inspecting all trench, conduit and equipment installations outlined in item 1 above. Customer shall provide easements for trench routes, equipment locations, and secure all necessary permits required by local municipalities and/or governing agencies.
3. Customer shall have property corners and other control points as requested, installed and flagged before APS will survey and/or inspect the job. In addition, easements, alleys, streets and water retention areas adjacent to proposed trench route must be graded to within 6" of finished grade and grade stakes set before APS approves trench and begins construction. **Customer agrees to reimburse APS for any costs incurred in adjusting facilities due to changes in finished grade.**
4. Customer shall be responsible for having all existing underground facilities located and identified in the field before excavation begins.
5. APS approved and customer provided concrete caps shall be installed over conduit in trenches which cross or are located in drainage areas, washes, and other areas subject to erosion as shown on the attached drawings and as required by the APS inspector.
6. APS will not energize underground cables until the trench depth is verified, and backfill is compacted with a minimum of 24" cover for secondary/service and 36" cover for primary, unless otherwise shown on the attached drawings.
7. Customer shall restore, at Customer's expense, any damaged landscaping or property to its original condition, due to Customer provided trenching, backfilling or equipment installations.
8. APS reserves the right to inspect all and every part of Customer's work during or after completion of trenching, conduit installation, shading, backfilling, or compaction. If all of any part of the work has not been done according to APS specifications, Customer shall take corrective action at Customer's expense. APS, at Customer's request, may perform the corrective action at the Customer's expense. **Neither inspection of the work by APS nor lack of same, shall relieve Customer of the responsibility to provide and perform the work according to APS specifications. In all cases, the Customer is responsible for conduit system location, integrity and usefulness until APS conductors are energized.**
9. Where Customer provides the trenching and backfilling, Customer shall indemnify or cause its contractors to indemnify and save harmless APS and any other utility who is a joint trench occupant with APS, from any and all claims, losses, costs and damages incurred by the utilities, on account of injuries or damages to persons or property received or sustained by any persons, firms, or corporations by reason of any acts or omissions of Customer, its agents or employees, or of any defects in the methods, materials, equipment, or tools used in the trenching or backfilling.
10. Customer shall use a properly licensed contractor when excavating in the public right-of-way or utility easement. Licensing information is available through the State Registrar of Contractors.
11. **The following documents are attached to and made a part of this agreement.**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Construction drawings      | <input checked="" type="checkbox"/> Three phase transformer pad and conduit requirements |
| <input checked="" type="checkbox"/> Customer trenching diagram | <input type="checkbox"/> Section 500 and/or 600 of APS' Electric Service Requirements.   |
| <input type="checkbox"/> Duplex transformer requirements       | <input type="checkbox"/> T&D Construction Standards _____                                |
| <input checked="" type="checkbox"/> Equipment box pad details  | <input type="checkbox"/> Other _____   |

12. **Customer shall review this document, and the Installation Specifications (Sheet 2) with their trenching contractor before work begins. The trenching contractor shall maintain a copy of these documents at the job site for review.**
13. **For inspection call the APS Inspector two (2) working days prior to start of work:**

Name: Larry Cunningham Telephone: 623-975-5706

14. **Contact APS representative shown below for project scheduling and coordination.**
15. **Signatory on the agreement must be an officer of the company or a representative who has authority to bind the entity signing the contract.**

This agreement has been executed by the duly authorized representatives of the parties.

### ARIZONA PUBLIC SERVICE

### CUSTOMER

Signature: \_\_\_\_\_  
 Name: Larry Cunningham  
 Title: Customer Service Rep. Sr  
 Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Mailing Address: P.O. Box 53933  
 City/State/Zip: Phoenix, AZ 85072-3933  
 Telephone: 623-975-5706

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

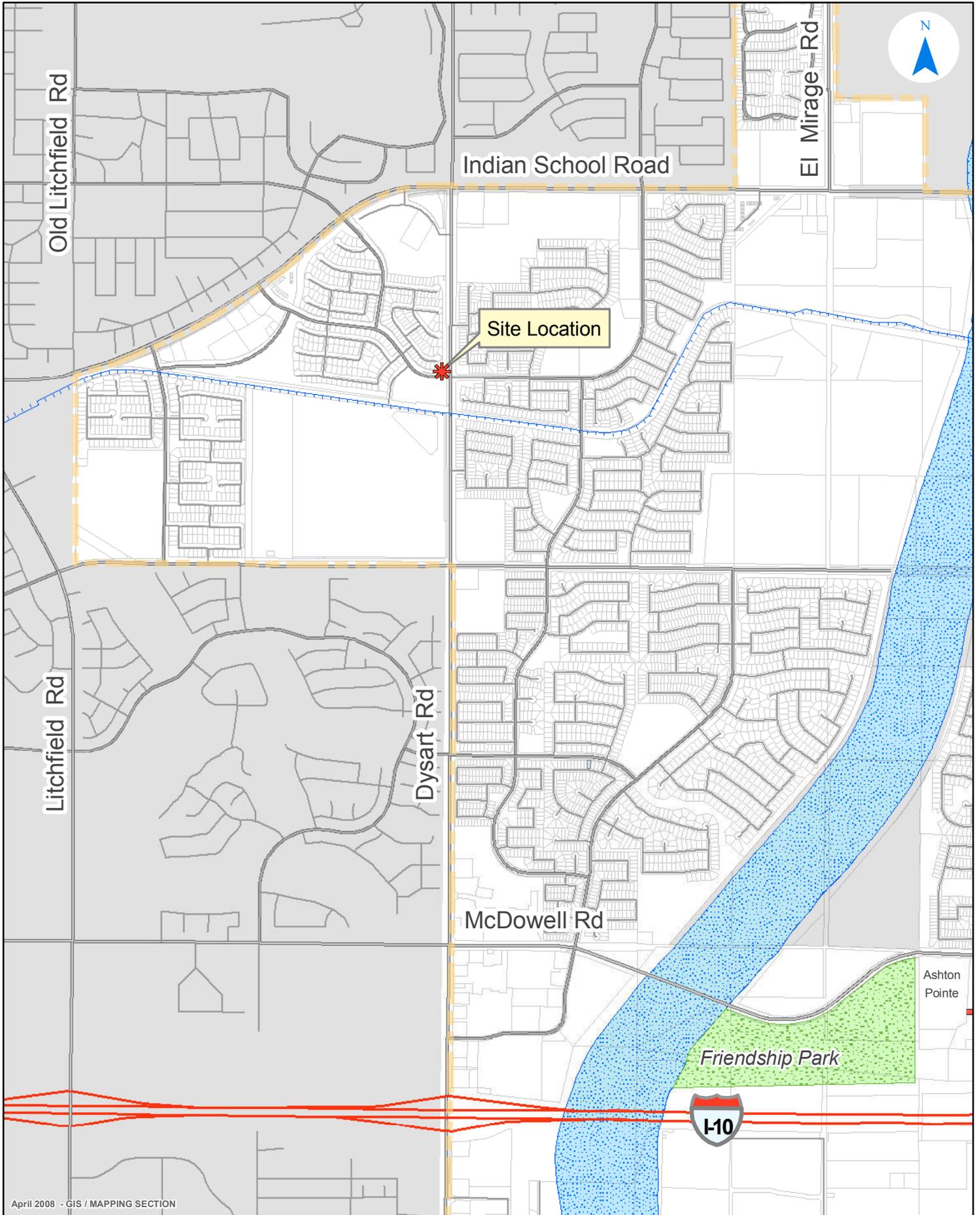
<b>(SOC) Statement of Charges (Refundable) (RC968)</b>							\$	83,587.20
<b>(SOC) Statement of Charges (Non-Refundable) (RC964)</b>							\$	1,582.50
Qty	Description of Material / Svc.	UOI	AUC	Extended AUC	Sub Total	Total		
<b>UG Single Phase Primary</b>								
	UG Single Phase Conductor	Ct Ft	\$ 5.75	\$ -	\$ -			
	Single Phase Pull Box	Each	\$ 719.00	\$ -				
	Single Phase Pad Mount Switchgear	Each	\$ 3,770.00	\$ -				
<b>UG Single Phase Transformer</b>								
	SES - 200Amp - 25kVA	Each	\$ 3,393.00	\$ -	\$ -			
	SES - 200Amp - 50kVA	Each	\$ 4,740.00	\$ -				
	SES - 400Amp - 50kVA	Each	\$ 4,740.00	\$ -				
	SES - 600Amp - 75kVA	Each	\$ 5,649.00	\$ -				
	SES - 800Amp - 100kVA	Each	\$ 6,754.00	\$ -				
<b>UG Single Phase Service</b>								
	Refundable Service (Secondary) Charges				\$ -			
	<b>Non Refundable Service (Only) Charges</b>				\$ -			
	Res & Non Res - 200Amp Service (Refundable)	Ct Ft	\$ 2.79	\$ -				
	<b>Res &amp; Non Res - 200Amp Service (Non-Refundable)</b>	Ct Ft	\$ 2.79	\$ -				
	Residential - 400Amp Service (Refundable)	Ct Ft	\$ 3.27	\$ -				
	<b>Residential - 400Amp Service (Non-Refundable)</b>	Ct Ft	\$ 3.27	\$ -				
	Non Residential - 400Amp Service (Refundable)	Ct Ft	\$ 3.27	\$ -				
	<b>Non Residential - 400Amp Service (Non-Refundable)</b>	Ct Ft	\$ 3.27	\$ -				
	Res & Non Res - 600Amp Service (Refundable)	Ct Ft	\$ 6.54	\$ -				
	<b>Res &amp; Non Res - 600Amp Service (Non-Refundable)</b>	Ct Ft	\$ 6.54	\$ -				
	Res & Non Res - 800Amp Service (Refundable)	Ct Ft	\$ 9.87	\$ -				
	<b>Res &amp; Non Res - 800Amp Service (Non-Refundable)</b>	Ct Ft	\$ 9.87	\$ -				
<b>UG Three Phase Feeder</b>								
	UG Conductor (3-750)	Ct Ft	\$ 24.73	\$ -	\$ 42,824.60			
	Pull Box (3-750)	Each	\$ 3,637.00	\$ -				
	Manhole (3-750)	Each	\$ 8,447.00	\$ -				
910	UG Conductor (6-750)	Ct Ft	\$ 47.06	\$ 42,824.60				
	Pull Box (6-750)	Each	\$ 6,284.00	\$ -				
	Manhole (6-750)	Each	\$ 12,036.00	\$ -				
	Pad Mount Switch Gear	Each	\$ 15,519.00	\$ -				
<b>UG Three Phase Primary</b>								

410	UG Three Phase Conductor	Ct Ft	\$ 16.66	\$	6,830.60	\$	22,349.60
	Three Phase Pull Box	Each	\$ 1,284.00	\$	-		
1	Three Phase Pad Mount Switchgear	Each	\$ 15,519.00	\$	15,519.00		
<b>UG Three Phase Transformer</b>							
	SES - 200Amp - 112.5kVA (120/208 Volts)	Each	\$ 12,472.00	\$	-	\$	18,413.00
	SES - 400Amp - 112.5kVA (120/208 Volts)	Each	\$ 12,472.00	\$	-		
	SES - 600Amp - 150kVA (120/208 Volts)	Each	\$ 14,682.00	\$	-		
	SES - 800Amp - 225kVA (120/208 Volts)	Each	\$ 15,692.00	\$	-		
	SES - 1000Amp - 225kVA (120/208 Volts)	Each	\$ 15,692.00	\$	-		
1	SES - 1200Amp - 300kVA (120/208 Volts)	Each	\$ 18,413.00	\$	18,413.00		
	SES - 1600Amp - 500kVA (120/208 Volts)	Each	\$ 21,843.00	\$	-		
	SES - 2000Amp - 500kVA (120/208 Volts)	Each	\$ 21,843.00	\$	-		
	SES - 2500Amp - 750kVA (120/208 Volts)	Each	\$ 23,415.00	\$	-		
	SES - 3000Amp - 750kVA (120/208 Volts)	Each	\$ 23,415.00	\$	-		
	SES - 200Amp - 112.5kVA (277/480 Volts)	Each	\$ 13,277.00	\$	-		
	SES - 400Amp - 225kVA (277/480 Volts)	Each	\$ 15,841.00	\$	-		
	SES - 600Amp - 300VA (277/480 Volts)	Each	\$ 17,823.00	\$	-		
	SES - 800Amp - 500kVA (277/480 Volts)	Each	\$ 19,870.00	\$	-		
	SES - 1000Amp - 500kVA (277/480 Volts)	Each	\$ 19,870.00	\$	-		
	SES - 1200Amp - 750kVA (277/480 Volts)	Each	\$ 25,391.00	\$	-		
	SES - 1600Amp - 1000kVA (277/480 Volts)	Each	\$ 25,642.00	\$	-		
	SES - 2000Amp - 1000kVA (277/480 Volts)	Each	\$ 25,642.00	\$	-		
	SES - 2500Amp - 1500kVA (277/480 Volts)	Each	\$ 39,086.00	\$	-		
	SES - 3000Amp - 1500kVA (277/480 Volts)	Each	\$ 39,086.00	\$	-		
<b>UG Three Phase Service</b>							
<b>Non Refundable Service (Only) Charges</b>							
	200 Amp Service (Non-Refundable)	Ct Ft	\$ 5.10	\$	-	\$	1,582.50
	400 Amp Service (Non-Refundable)	Ct Ft	\$ 10.18	\$	-		
	600 Amp Service (Non-Refundable)	Ct Ft	\$ 11.42	\$	-		
	800 Amp Service (Non-Refundable)	Ct Ft	\$ 25.32	\$	-		
	1000 Amp Service (Non-Refundable)	Ct Ft	\$ 25.32	\$	-		
50	1200 Amp Service (Non-Refundable)	Ct Ft	\$ 31.65	\$	1,582.50		
	1600 Amp Service (Non-Refundable)	Ct Ft	\$ 50.64	\$	-		
	2000 Amp Service (Non-Refundable)	Ct Ft	\$ 50.64	\$	-		
	2500 Amp Service (Non-Refundable)	Ct Ft	\$ 82.31	\$	-		
	3000 Amp Service (Non-Refundable)	Ct Ft	\$ 88.62	\$	-		
<b>OH Single Phase Primary Conductor</b>							
	OH Single Phase Conductor	Ct Ft	\$ 15.32	\$	-	\$	-

		OH Single Phase Transformer	
SES - 200Amp - 25kVA	Each	\$ 3,324.00	\$ -
SES - 200Amp - 50kVA	Each	\$ 4,160.00	\$ -
SES - 400Amp - 50kVA	Each	\$ 4,160.00	\$ -
SES - 600Amp - 75kVA	Each	\$ 5,633.00	\$ -
SES - 800Amp - 100kVA	Each	\$ 7,152.00	\$ -
		OH Single Phase Service	
Refundable Service (Secondary) Charges			\$ -
<b>Non Refundable Service (Only) Charges</b>			\$ -
Res & Non Res - 200Amp Service (Refundable)	Ct Ft	\$ 4.57	\$ -
<b>Res &amp; Non Res - 200Amp Service (Non-Refundable)</b>	Ct Ft	\$ 4.57	\$ -
Residential - 400Amp Service (Refundable)	Ct Ft	\$ 8.58	\$ -
<b>Residential - 400Amp Service (Non-Refundable)</b>	Ct Ft	\$ 8.58	\$ -
Non Residential - 400Amp Service (Refundable)	Ct Ft	\$ 8.58	\$ -
<b>Non Residential - 400Amp Service (Non-Refundable)</b>	Ct Ft	\$ 8.58	\$ -
Res & Non Res - 600Amp Service (Refundable)	Ct Ft	\$ 17.16	\$ -
<b>Res &amp; Non Res - 600Amp Service (Non-Refundable)</b>	Ct Ft	\$ 17.16	\$ -
Res & Non Res - 800Amp Service (Refundable)	Ct Ft	\$ 25.74	\$ -
<b>Res &amp; Non Res - 800Amp Service (Non-Refundable)</b>	Ct Ft	\$ 25.74	\$ -
		OH Three Phase Feeder	
OH Three Phase Conductor	Ct Ft	\$ 34.33	\$ -
		OH Three Phase Primary Conductor	
OH Three Phase Conductor	Ct Ft	\$ 21.98	\$ -
		OH Three Phase Transformer	
SES - 200Amp - 3-25kVA (120/208 Volts)	Each	\$ 8,839.00	\$ -
SES - 400Amp - 3-50kVA (120/208 Volts)	Each	\$ 11,349.00	\$ -
SES - 600Amp - 3-50kVA (120/208 Volts)	Each	\$ 11,349.00	\$ -
SES - 800Amp - 3-75kVA (120/208 Volts)	Each	\$ 15,753.00	\$ -
SES - 1000Amp - 3-75kVA (120/208 Volts)	Each	\$ 15,753.00	\$ -
SES - 1200Amp - 3-100kVA (120/208 Volts)	Each	\$ 20,112.00	\$ -
SES - 1600Amp - 3-167kVA (120/208 Volts)	Each	\$ 23,638.00	\$ -
SES - 200Amp - 3-50kVA (277/480 Volts)	Each	\$ 9,063.00	\$ -
SES - 400Amp - 3-75kVA (277/480 Volts)	Each	\$ 11,033.00	\$ -
SES - 600Amp - 3-100kVA (277/480 Volts)	Each	\$ 11,545.00	\$ -
		OH Three Phase Service	
Refundable Service (Secondary) Charges			\$ -
<b>Non Refundable Service (Only) Charges</b>			\$ -
200 Amp Service (Refundable)	Ct Ft	\$ 3.43	\$ -

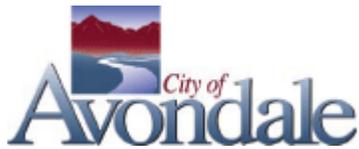
200 Amp Service (Non-Refundable)	Ct Ft	\$	3.43	\$	-	
400 Amp Service (Refundable)	Ct Ft	\$	9.40	\$	-	
400 Amp Service (Non-Refundable)	Ct Ft	\$	9.40	\$	-	
600 Amp Service (Refundable)	Ct Ft	\$	14.88	\$	-	
<b>600 Amp Service (Non-Refundable)</b>	<b>Ct Ft</b>	<b>\$</b>	<b>14.88</b>	<b>\$</b>	<b>-</b>	
800 Amp Service (Refundable)	Ct Ft	\$	14.88	\$	-	
<b>800 Amp Service (Non-Refundable)</b>	<b>Ct Ft</b>	<b>\$</b>	<b>14.88</b>	<b>\$</b>	<b>-</b>	
1000 Amp Service (Refundable)	Ct Ft	\$	29.76	\$	-	
<b>1000 Amp Service (Non-Refundable)</b>	<b>Ct Ft</b>	<b>\$</b>	<b>29.76</b>	<b>\$</b>	<b>-</b>	
1200 Amp Service (Refundable)	Ct Ft	\$	29.76	\$	-	
<b>1200 Amp Service (Non-Refundable)</b>	<b>Ct Ft</b>	<b>\$</b>	<b>29.76</b>	<b>\$</b>	<b>-</b>	
1600 Amp Service (Refundable)	Ct Ft	\$	29.76	\$	-	
<b>1600 Amp Service (Non-Refundable)</b>	<b>Ct Ft</b>	<b>\$</b>	<b>29.76</b>	<b>\$</b>	<b>-</b>	

# VICINITY MAP



April 2008 - GIS / MAPPING SECTION

## CITY OF AVONDALE Proposed Northwest Public Safety Facility



# CITY COUNCIL REPORT

**SUBJECT:**  
Transit Service Reduction

**MEETING DATE:**  
May 17, 2010

**TO:** Mayor and Council  
**FROM:** Rogene E. Hill, Assistant City Manager (623)333-1012  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to obtain Council approval of reductions in transit service scheduled to begin July, 26, 2010 due to the elimination of State Lottery Transit Funding known as LTAF.

**BACKGROUND:**

The Arizona State Legislature eliminated all LTAF funding for transit in March 2010. The City normally receives over \$400,000 in LTAF funding to support transit services. This funding cut has forced elimination of another fixed route, 29A on Thomas Road. This reduction in service was discussed during the March Budget Session and its elimination is included in the Fiscal 2011 budget.

**DISCUSSION:**

The City of Phoenix Transit Department has requested that formal action be taken on this reduction in service, if the reduction is to be effective July 2010. If the City relies on the regional public hearings or the formal adoption of the Avondale City Budget, then the reduction in service cannot be implemented before September 1, 2010.

The funding for this service has already been removed by the state and no additional city funds are available. Therefore, this action is requested.

**BUDGETARY IMPACT:**

This action is required to maintain the previously approved budget.

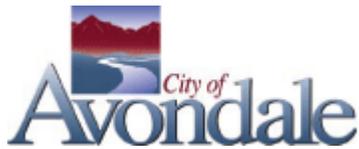
**RECOMMENDATION:**

Motion to Approve Elimination of Route 29A - Thomas Road Service.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Contract Award - Mountain States Pipe and Supply Co. for Water Meter Installation Services

**MEETING DATE:**

May 17, 2010

**TO:** Mayor and Council

**FROM:** Wayne Janis, P.E., Public Works Director, (623) 333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Contract with Mountain States Pipe and Supply Co. for water meter installation services in an amount not-to-exceed \$196,350 over the term of the contract, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Approximately six years ago staff began a 10-year program to convert from a touch read meter reading system to an Itron-compatible radio read system and, at present, approximately 62% of the water meters installed in the City employ radio read technology. Use of the radio read technology has significantly improved the rate at which staff can collect data, and the quality of the data. About 38% of the system remains to be converted, equal to approximately 8,600 accounts.

At the regular April 19, 2010, meeting, Council approved two contracts for the purchase of the necessary radio read water meters and related equipment for completion of the water meter conversion program. This contract is for the water meter installation services, and accompanies those supply contracts. Using the three contracts together (two for supplies and one for services) staff will be able to complete the water meter conversion program three years ahead of schedule, condensing the remaining four-year program into approximately 10 months.

**DISCUSSION:**

To procure the meter installation services, the City issued an Invitation for Bid (IFB WR 10-45) for Water Meter Installation Services on April 13, 2010, and advertised in the Arizona Business Gazette on April 15, 2010, and the West Valley View on the 13th and 20th of April, 2010. A non-mandatory pre-submittal conference was held on April 20, 2010, and was attended by representatives of seven contractors. The IFB allowed for multiple contract awards, by individual or groups of line items, if advantageous to the City. The initial contract term is through May 17, 2012, with an option for one one-year renewal. The bid deadline and bid opening were on May 3, 2010. Seven bids were received.

As shown in the following table, it was deemed most advantageous to the City to award one contract, by bid total. Mountain States Pipe and Supply Co. supplied the overall lowest bid at \$196,350. The seven bids are summarized below:

<b>VENDORS</b>	<b>Community Relations</b>	<b>Meter Replacement Program</b>	<b>As-Needed Meter Installation</b>	<b>As-Needed ERT Repairs</b>	<b>TOTALS</b>
<b>Metering Services</b>	\$3,000	\$147,620	\$37,515	\$10,000	<b>\$198,135</b>
<b>Mountain States</b>	\$3,000	\$146,518	\$34,402	\$12,430	<b>\$196,350</b>
<b>Vanguard</b>	\$3,000	\$303,885	\$0	\$0	<b>\$306,885</b>
<b>Concord Utilities</b>	\$3,000	\$193,000	\$82,800	\$20,000	<b>\$298,800</b>
<b>Hernandez</b>	\$3,000	\$263,363	\$161,503	\$76,200	<b>\$504,066</b>
<b>Mueller Services</b>	\$3,000	\$162,600	\$97,025	\$40,000	<b>\$302,625</b>
<b>HD Supply</b>	\$3,000	\$265,427	\$117,600	\$27,490	<b>\$413,517</b>

Staff conducted reference checks and the reliability and responsiveness of the contractor was confirmed.

The meters have been ordered and will arrive in June with installation scheduled to begin July 5, 2010.

**BUDGETARY IMPACT:**

Pending Council approval of the FY 2010/2011 Budget, funding is available in next FY's Water Operations Budget, Line Item 501-9100-00-7495.

**RECOMMENDATION:**

Staff recommends that City Council approve this contract with Mountain States Pipe and Supply Co. for water meter installation services in an amount not-to-exceed \$196,350 over the term of the contract, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

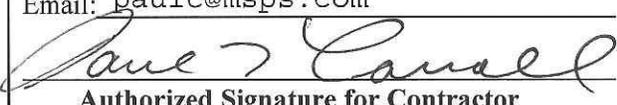
 [Contract](#)

**CITY OF AVONDALE  
PUBLIC WORKS DEPARTMENT  
WR 10-056**

OFFER

The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and certifies that Bidder has read, understands and agrees to fully comply with all terms and conditions as set forth in this Contract, and any amendments thereto, together with all Specifications, Plans and other documents included as part of this Contract.

**BY SIGNING THIS PAGE THE SUBMITTING BIDDER CERTIFIES THAT BIDDER HAS REVIEWED THIS CONTRACT AND ALL CORRESPONDING IFB TERMS AND CONDITIONS AND AGREES TO BE CONTRACTUALLY BOUND BY THEM.**

Arizona Transaction (Sales) Privilege Tax License Number: <u>20072417-V</u>	For Clarification of this Bid contact:
Federal Employer Identification Number: <u>84-0441361</u>	Name: <u>Paul T. Carroll, CEO</u>
<u>Mountain States Pipe &amp; Supply Co.</u> Contractor Name	Telephone: <u>623-939-9171</u>
<u>9299 W. Olive Avenue, Suite #810</u> Address	Facsimile: <u>623-939-7100</u>
<u>Peoria</u> <u>AZ</u> <u>85345</u> City                              State                              Zip Code	Email: <u>paulc@msps.com</u>  <b>Authorized Signature for Contractor</b>
	<u>Paul T. Carroll</u> Printed Name
	<u>Chief Executive Officer</u> Title

**ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF AVONDALE USE ONLY)**

Effective Date: \_\_\_\_\_ Contract No. \_\_\_\_\_ Official File: \_\_\_\_\_

CITY OF AVONDALE, an Arizona municipal corporation



Charles P. McClendon, City Manager

ATTEST: \_\_\_\_\_ APPROVED AS TO FORM: \_\_\_\_\_

Carmen Martinez, City Clerk                      Andrew J. McGuire, City Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

“Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this IFB.

“Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

“Bid Opening” means the date and time set forth on the cover of this IFB for opening of sealed bids.

“Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

“Business Days” shall mean City working days.

“City” means the City of Avondale, an Arizona municipal corporation.

“Confidential Information” means that portion of a Bid, proposal, Offer, specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information shall be so identified wherever it appears.

“Contract” means, collectively, the (i) the Offer, (ii) Article I - Definitions, (iii) Article II - Bid Process; Bid Award, (iv) Article III - the General Terms & Conditions, (v) Technical Specifications, attached hereto as Exhibit A, (vi) Price Sheet, attached hereto as Exhibit B, (vii) Bid Bond, attached hereto as Exhibit C, (viii) Performance Bond, attached hereto as Exhibit D, (ix) Payment Bond, attached hereto as Exhibit E, (x) Licenses; DBE/WBE Status Sheet, attached hereto as Exhibit F, (xi) References, attached hereto as Exhibit G, (xii) Federal Requirements, if any, attached hereto as Exhibit H, (xiii) Acknowledgements of Addenda received, if any, attached hereto as Exhibit I, (xiv) Notice of Award, (xv) Notice to Proceed, (xvi) any approved Change Order or Addenda, (xvii) Contractor’s Certificates of Insurance and a copy of the Declaration Page(s) of the insurance policies and (xviii) the Certificate of Completion.

“Contractor” means the individual, partnership, or corporation who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for materials or services by the City.

“Contract Time” means the time paid during which the Contractor must complete all of the Work related to the Project.

“Days” means calendar days unless otherwise specified.

“Department Representative” means the City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract and for providing information regarding details pertaining to the Work.

“Engineer” means the City Engineer or authorized designee.

“Final Completion” means Substantial Completion plus 30 Days unless otherwise designated by the Engineer.

“Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the materials and/or services set forth above in compliance with the provisions of the City Procurement Code.

**CITY OF AVONDALE  
PUBLIC WORKS DEPARTMENT  
WR 10-056**

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“MAG Specifications” means, collectively, the “Uniform Standard Specifications for Public Works Construction,” current edition as of the date of Contract award and the “Uniform Standard Details for Public Works Construction,” current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) and any amendments or supplements adopted by the City.

“MAG Supplement” means the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, current edition as of the date of Contract award.

“Materials” means any personal property, including equipment and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

“Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or services to more than one Bidder.

“Price” means the total expenditure for the defined Project, inclusive of all materials, commodities or services.

“Procurement Agent” means the City Manager or authorized designee.

“Procurement Code” means the City of Avondale Procurement Code, as amended from time to time.

“Procurement Representative” means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract.

“Project” means the purpose and work described in the “Purpose/Scope of Work” as set forth in Section 2.1 of the IFB.

“Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional services” as defined in the Procurement Code.

“Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

“Subcontractor” means those persons or groups of persons having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or Specifications for this Work, and includes those who merely furnish materials.

“Substantial Completion” of the Work or of a designated portion thereof, occurs on the date when construction is sufficiently complete in accordance with the Contract so that the City can safely occupy and fully utilize the Project, or a designated portion thereof, for the use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the City and the Contractor. The certificate shall state the respective responsibilities of the City and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction.

“Work” means all labor, materials and equipment incorporated or to be incorporated in said construction that are necessary to accomplish the construction required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists primarily of installation of replacement meters to assist in completion of the City’s Water Meter Replacement Program, installation of replacement and/or new water meters on an as-needed basis, and ERT (Encoder, Receiver, Transmitter) troubleshooting, repair, and/or replacement on an as-needed basis. The Project will include an installation limit of approximately 70 meters per day. This limit is set to ensure City staff can input updated meter information into the billing software in a timely manner. The City is issuing this IFB is to secure a qualified Contractor to perform the Work and provide materials as more particularly described in the Technical Specifications attached hereto as Exhibit A, and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans and/or Construction Drawings. Failure to do so may result in a determination that the Bid is non-responsive.

A. Minimum Qualifications. In order to qualify, the selected Contractor shall provide a minimum of three references and have four years experience with meter replacement projects that included at least 3,000 meters. The Contractor must also have three years experience with Automatic Meter Reading Systems (“AMR”), specifically Itron Systems which include Endpoint/ERT installation and testing/programming.

B. Scheduling. To assist in scheduling and organization, the City will provide the Contractor the billing schedule for at least one month in advance. The meter replacement project is expected to take from eight to ten months to complete. The selected Contractor shall be required to conduct Work activities that coincide with the schedule of the Public Works Department (Monday thru Thursday, 6:00 A.M. to 6:00 P.M.). Contractor shall schedule Work accordingly. No exceptions will be entertained.

2.2 Authority; Amendment of IFB. This IFB and resultant Contract is issued under the authority of the City. No alteration hereof may be made without the express written approval of the City in the form of an official IFB or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the materials outlined in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The City will consider as “irregular” or “non-responsive” and may reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance to the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Services.
2. Bidder has a past record of not fulfilling contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified are not responsive and should not be submitted. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications.

C. Required Submittal. Bidders shall provide **one** complete, fully executed **original** of this IFB, signed in ink by a person authorized to bind the Bidder, together with all completed, required attachments as specified below, to be considered a responsive Bid:

1. Offer
2. Price Sheet
3. Bid Bond
4. Licenses; /DBE & MBE Status
5. References
6. Federal Requirements, if applicable
7. Acknowledgement for each Addendum received, if any

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid confers no right of withdrawal after the Bid Opening, unless otherwise provided in the City Procurement Code.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the City Procurement Code.

J. Prices. Bid prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

#### 2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the plans, Specifications or other Contract documents, shall be directed to the Engineer, Department Representative or Procurement Representative whose name appears on the cover page of this IFB. Questions shall be submitted in

writing by the date indicated on the cover of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Bidder submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract documents.

B. Addenda. It shall be the Vendor's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:

City of Avondale City Hall, 11465 West Civic Center Dr. Avondale, Arizona 85323  
Buyhub Website at [www.buyhub.com](http://www.buyhub.com)  
City of Avondale website at [www.avondale.org/procurement](http://www.avondale.org/procurement)

C. Approval of Substitutions. The materials, products, and equipment described in this Contract establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the Contract. Contractor shall not rely upon approvals made in any other manner.

D. Use of Equals. When the specifications for materials, articles, products and equipment include the phrase "*or equal*," Contractor may bid upon and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the Engineer. Approvals for "equals" before Bid Opening may be requested in writing to the Engineer for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals of equals shall be issued in the form of written addendum to this Contract.

E. Proposal Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bidder's Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidder's Offers presented for the Work under this Contract. The Contractor further agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Work as estimated and the Work actually done. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate this Contract or the whole or any part of the Work in accordance herewith and for the prices herein agreed upon and fixed therefore, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this IFB. This conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory prospective bidders' conference. Bidders are strongly encouraged to

attend those prospective bidder's conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to this IFB.

2.6 New Materials. All material to be utilized by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. All work shall be performed at the prices as set forth in the Price Sheet attached as Exhibit B.

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will be deducted from the Bid price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the Bid accordingly. Failure to accurately tabulate and applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify with the Department Representative if federal wage rates other federal requirements apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached as hereto as Exhibit H.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

2.13 Confidential Information. If a Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be identified. The information identified by the Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Procurement Agent determines to disclose the information, the Procurement Agent shall inform the Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be licensed with the Arizona Corporation Commission to do business in Arizona and (B) have a completed Request for Vendor Number or Changes on file with the City Financial Services Department.

2.15 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is cancelled pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

2.16 Bid Bond. All Bidders desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the City in the amount of ten percent of the total Bid price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the Engineer by the Bid Deadline. All bid security from Contractors who have been issued a Notice of Award shall be held until the successful execution of all required Contract documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit C, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the City will (A) issue a Notice of Award for those Offers accepted by the City and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.17 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, include Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer states otherwise, or unless provided within this Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any and (3) Bidder qualifications to perform the Work.

D. Defects. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications is modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB issued by the City, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

### ARTICLE III – GENERAL TERMS AND CONDITIONS

#### PART A - GENERAL

3.1 Reference Standards. The Contractor shall perform the Work required in conformance with MAG Specifications and the MAG Supplement, each of which is incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail.

3.2 Plans and Specifications to Successful Contractor. The successful Contractor may obtain **seven** sets of plans and specifications for this project from the Engineer at no cost.

3.3 Contract Time. The Contract Time for this Project shall be **two years** days from the Notice of Award. All Work on the Project shall be completed on or before the expiration of the Contract Time. This Contract shall be effective as of the date of the Notice of Award and shall remain in full force and for two years (the "Initial Term"), unless terminated as otherwise provided herein. This Contract may be renewed for one additional one-year term (the "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in such subsequent year. Such renewal shall occur upon the City's written notice to the Contractor given not later than 30 days prior to the end of the then - current term. The Initial Term and any Renewal Term are collectively referred to as the "Term". Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

3.4 Pre-Construction Conference. Within 30 days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The City will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at the pre-construction conference, each of which is subject to review and approval by the Engineer:

A. Key Personnel. A list of the names and emergency telephone numbers of the proposed key personnel of the Contractor and its Subcontractors to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by the Engineer. Such key personnel and Subcontractors shall be satisfactory to the City and shall not be changed except with the consent of the Engineer. The Engineer's approval of substituted personnel shall not be unreasonably withheld.

B. Subcontracts. Names of all Subcontractors proposed for use on the Project.

C. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of work.

D. Payment Schedule. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the Project.

E. Traffic Control. A written proposal outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

F. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

3.5 Notice to Proceed. Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineer, in writing, at least 72 hours before the following events:

A. Commencement. The start of construction.

B. City Services Shut Down. Shutdown of City water, sewer, drainage, irrigation and/or traffic control facilities.

C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time.

D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges.

E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) City and County ordinances and regulations, (B) state and federal laws and (C) Occupational Safety and Health Administration ("OSHA") standards.

3.7 Affirmative Action Report. It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Engineer highlighting its activities to comply with this Section 3.7.

3.8 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County permits or other agency permits. The City will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the City without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.9 Inspection, Safety and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed the Contract including, without limitation, the Technical Specifications listed on Exhibit A, as the same may be revised by the City, and is not relying on any opinions or representations of City. Contractor agrees to perform and complete such Work in strict accordance with the Contract and under the general direction of the City. Contractor agrees that any exclusions of any Work must be approved in writing by the City prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any work incidental thereto conforms to, and is performed in accordance with, all applicable federal, state, county and city laws, codes, ordinances, regulations (including NPDES and air pollution) and orders of public authorities bearing on performance of the Work.

3.10 Changes in the Work. The City may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to the Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the City's written directive or approval authorizing said change, and said changes shall be performed under the applicable conditions of the Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the City increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the City decreases the Work resulting in a decrease in Contractor's quantity of the Work, the City shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the City is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as in then feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.11 Payments to Contractor. Upon prior written approval from the City, payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the City or evidence thereof of any Work performed.

A. Form of Payment. The City may pay Contractor by check made payable to Contractor or by joint check made payable to Contractor and any Subcontractor, lower-tier subcontractor or materialmen.

B. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the City an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the City. Prior to submission of the next application for payment, the Contractor shall make available at the request of the City a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the City and Contractor.

2. Within 14 days after approval of each monthly application for payment, the City shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the City, (b) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.11(C) below.

3. The Contractor warrants and guarantees the title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the City upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."

4. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

5. Upon Substantial Completion of the Work, the City shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the City and the Construction Manager as to extent and time for Final Completion. The City thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

C. Retainage. With respect to the Work, the City shall retain ten per cent (10%) of the amount of each estimate until Final Completion and acceptance of all material, equipment and work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty per cent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.11(C) shall be paid to the Contractor on the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty per cent (50%) completed, no more than five per cent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, ten per cent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

D. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the City that (1) title to the materials and equipment will pass to the City upon

payment therefore, (2) the materials and equipment are adequately insured and (3) such other matters as the City may reasonably request in order to protect its interests. With the prior written approval of the City, Contractor may advance order the bulk delivery of work materials to be incorporated into the Work over the course of this Contract, and upon delivery and receipt of supplier invoice either directly to the Contractor, or to the vendor or by joint check to Contractor and vendor and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all said materials and shall guarantee to the City that said materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the City). Contractor shall immediately replace, repair or restore said materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the City from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the materials described herein from any cause unless due to the City's sole negligence. Should the City have reason to believe Contractor is not properly safeguarding any of the said materials, the City shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all materials stored on site as required by the City, and if such insurance is not obtained due to a lack of insurable interest, the City shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

E. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

F. Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Engineer shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the City may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with this Contract. Upon receipt of the Punch List, the City will make an inspection to determine whether Substantial Completion has occurred and if so, a Certificate of Substantial Completion shall be issued stating the date of Substantial Completion. The City and the Contractor shall execute the Certificate of Substantial Completion. If the City and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Subpart B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items. Warranties required by this Contract shall commence on the date of Substantial Completion or designated portion thereof unless otherwise provided in this Contract.

G. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and accepted by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. In making final payment the City waives all claims except for:

a. Outstanding liens.

- b. Improper workmanship or defective materials.
- c. Work not in conformance with this Contract or work not completed.
- d. Terms of any special warranties required by this Contract.
- e. Delivery to City of all warranties, operation and maintenance manuals, “AS-BUILT” record drawings and other documents as required by this Contract.
- f. Right to audit Contractor records for a period of three years.
- g. Claims previously made in writing and which remain unsettled.

3. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

3.12 Traffic Regulations. If applicable, all traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the “Barricade Manual”) which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City.

B. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

C. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for City personnel to temporarily relocate said signs. The Engineer will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that construction is complete.

D. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Avondale Police Department. When construction activities or traffic hazards at the construction site require the use of flagmen, it

shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.

E. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed officer to assist with spotting.

F. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least three days in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Engineer's written directions.

G. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify in writing the Engineer 24 hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

H. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the MAG Supplement, Section 107.7.1, Access.

I. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer or his authorized representative in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

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

3.14 Insurance Representations and Requirements.

A. General.

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

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

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

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

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

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

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

8. Use of Subcontractors. If any work under this Contract is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

9. Evidence of Insurance. Prior to commencing any work or services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. In the event any insurance policy required by this Contract is written on a "claims made" basis, coverage shall extend for two years past Final

Completion and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract number and title. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate Contract number and title. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

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

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

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

b. Contractor's insurance shall be primary insurance as respects performance of the Contract.

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

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

**B. Required Insurance Coverage.**

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

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

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

4. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

3.15 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of the Contract in the amount of 100% of the total Contract price payable to the City. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Engineering Department within the time specified or seven days after Notice of Award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Contract terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit D, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.16 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any work related to the Contract. Payment security shall be in the amount of 100% of the total Contract price and be payable to the City. Payment security shall be in the form of a payment bond, certified check or cashier's check. This security must be in the possession of the Engineering Department within the time specified or seven days after Notice of Award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Contract terminated by the City. In case of default the City reserves all rights. All payment bonds shall be executed in the form attached hereto

as Exhibit E, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

**PART B - PERFORMANCE OF THE WORK**

3.17 Project Videotape. If required by the Engineer, the Contractor shall produce and provide a project videotape to the Engineer as required by MAG Supplement Section 105.5.3. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.18 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4, Examination of Plans, Special Provisions and Site Work, the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the work in whatever material and under whatever conditions may be encountered or created, without extra cost to the City pursuant to the provisions of the MAG Supplement, Section 102.4.1.

3.19 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the City to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.20 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor's representative shall be considered as having been given to the Contractor, per MAG Supplement Section 105.5.2.

3.21 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the contract Price in accordance with the Change Order provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.22 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Work. The Contractor shall be entitled to general condition costs and extra costs related to the excusable delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory

to the City substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.
2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.
3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by the Contractor.
4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.
5. Delays occurring due to the acts or omissions of the City and those within the control of the City.
6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.
7. Delays resulting from weather conditions which make it unreasonable to perform the Work in accordance with the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay within ten Days after receipt by the Engineer of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth therein, and the Contractor may invoke the dispute resolution procedures set forth in Part B below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by

the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.23 Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the City upon request therefore for each calendar day of delay beyond the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each calendar day of delay.

A. Prior to Termination. If the Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the Work is complete.

B. After Termination. In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs and, in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar services.

3.24 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

3.25 Termination by the City for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 days after the Contractor receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the City, the City shall be entitled to furnish or have furnished the services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the City's assessment of the termination amount pursuant to the dispute resolution process set forth in this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Contract, without prejudice to any right or remedy otherwise available to the City, upon giving three working days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Contract by giving three working days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.

2. Provides adequate assurances of future performance.
3. Compensates the City for actual pecuniary loss resulting from such breaches.
4. Assumes the obligations of the Contractor within the established time limits.

3.26 Termination by the City for Convenience. The City may, upon 30 days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the City without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Contractor's sole and exclusive right and remedy shall be payment for all work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the City.

3.27 Contract Subject to Appropriation. The provisions of this Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this Contract and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Contract and the City shall keep the Contractor fully informed as to the availability of funds for the Contract. The obligation of the City to make any payment pursuant to this Contract is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Contract.

3.28 Suspension by the City for Convenience.

A. City Determination. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.29 Additional Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime shall have been occasioned directly by the City, in which event Contractor shall be entitled to compensation for such overtime work.

3.30 No Damage for Delay by the City. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses which may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in event of delay by the City shall be an extension of time hereunder to complete the Work.

3.31 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the City. Contractor shall be responsible for damage to the materials, machinery, apparatus, tools, equipment and property of the City and other contractors resulting from the acts or

omissions of its Subcontractors, employees, agents, representatives subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.32 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.33 Character and Status of Workers. Only skilled foremen and workers shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the City from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for assuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees that once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.34 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete the Contract within the time limit specified. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the City's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.35 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure for public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located six (6) feet on center, having a minimum height of six (6) feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six (6) feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, bridge, and any other structures.

3.36 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specification 105.2, Plans and Drawings, as modified by the MAG Supplement. Contractor shall furnish, within three business days following request therefore by the City, detailed drawings of the Work, samples of materials and other submittals required for the performance or coordination of the Work.

Substitutions shall be equal or superior to materials specified in the Contract Documents and shall be clearly identified on submittals as “proposed substitutions.” Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the City. Approval by the City shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.37 Cooperation with Utilities. The Contractor shall comply with the requirements of MAG Specifications 105.6 as modified by the MAG Supplement.

3.38 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106, as modified by the MAG Supplement.

3.39 Cooperation between Contractors. The Contractor shall comply with the requirements of MAG Specifications 105.7 as modified by the MAG Supplement.

3.40 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Engineer, construction will be restricted as listed in the following table:

<b>May 1 – October 31</b>	<b>November 1 – April 30</b>
5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.

Construction work shall not begin work prior to 7:00 a.m. and shall stop by 7:00 p.m. on Saturdays, Sundays and all city, state and federal holidays.

3.41 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the MAG Specification, Section 105.8, Construction Stakes, Lines and Grades, as modified by the MAG Supplement.

3.42 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the City. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the City elects to replace survey benchmarks using its own forces.

3.43 Stockpile of Materials.

A. Engineer Approval. The Contractor may, if approved by the Engineer, place or stockpile materials in the public right-of-way provided such materials do not prevent access to adjacent properties or prevent compliance with traffic regulations.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled materials and proper dust control shall be maintained.

3.44 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the Avondale City Limits or Planning Area must be approved by the Engineer or his authorized representative. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of

the work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.45 Dust Control and Water. Contractor shall implement dust control measures in accordance with MAG Specification Section 104.1 and the MAG Supplement. Installation and removal of fire hydrant meters should be scheduled at least three (3) business days in advance through the City Water Billing Department. Watering shall conform to the provisions of Section 225 of the MAG Specifications. A deposit and installation fee in amounts set forth in the City's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3.46 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.47 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.48 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor, its employees and all other construction personnel working on this Project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.49 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by City, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the City find it necessary in its opinion to employ help to clean up, remove or store any of the foregoing or failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from a City representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of clean up, removal or storage by the

City, if not deducted by the City from monies due Contractor, shall be paid by Contractor within five business days of written demand by the City.

3.50 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices, including any accident prevention and safety program of the City; provided, however, that the City shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the City shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and employees of its Subcontractors, laborers and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the City deems unsafe until corrective measures satisfactory to the City have been taken. Should Contractor neglect to adopt such corrective measures, the City may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the City.

3.51 Public Information and Notification. If required by the Engineer, the Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the City at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.51; provided, however, that the Engineer may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and City officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

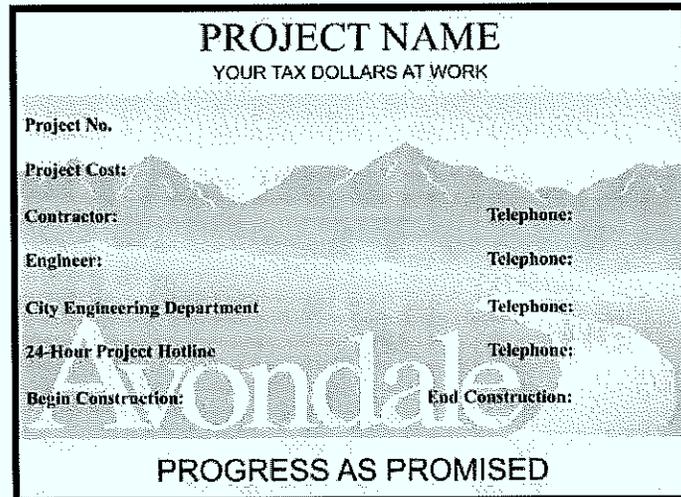
A. Neighborhood Notification. If required by the Engineer, prior to the start of any work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2"x11"), as submitted to and subject to the approval of the Engineer, to all businesses, property owners and residents within 600 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

1. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project
2. Name of Contractor's Project Manager
3. Name of Contractor's Project Superintendent
4. Brief description of the Project
5. Construction schedule, including anticipated work hours
6. Anticipated lane restrictions, including the expected duration thereof
7. Name of City's Project Manager
8. Name of the Engineer

The Engineer shall provide the Contractor with a distribution list for this "Dear Neighbor" letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Engineer and (2) provide the Engineer with a copy of the letter sent and sufficient proof of mailing. Subsequent

to the aforementioned, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Engineer deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Engineer, Contractor may be required to distribute additional public notifications. At the end of construction a final "Dear Neighbor" letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor's and the City's appreciation for their patience during construction of the Project.

B. Project Signs. If required by the Engineer, the Contractor shall furnish and install at least one Project sign, unless otherwise directed by the City Engineer, not less than five business days before beginning construction, at a location determined by the Engineer, to inform the public of the forthcoming Project, construction dates and 24-Hour Hotline number. The Contractor shall submit the proposed layout of the Project sign to the Engineer for approval prior to fabrication of the sign. The Contractor shall maintain the sign as necessary and update the information as directed by the Engineer. At the Final Completion of the Project, the Contractor shall remove and dispose of the sign. The Project sign shall be fabricated as follows: (1) the vinyl sheeting for the background, legend, and border shall be applied by heat bonding, except that the decal and legend for the project title, cost, and Contractor's name shall be pressure sensitive application; (2) the 4-foot by 8-foot sign shall be mounted four-feet above the ground level and anchored three-feet into the ground with concrete backfill around the posts; and (3) sign colors shall be black letters on white background, over a ghost image of the City of Avondale logo. The information on the Project sign shall be in the format and fonts proportions as depicted on the sample sign below. The image template may be obtained from the City of Avondale Engineering Department as a computer image file.



C. 24-Hour Project Hotline. If required by the Engineer, the Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the "Hotline"). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

D. Public Meetings. If required by the Engineer, the Contractor shall attend public meetings deemed necessary by the Engineer.

E. Press Releases. The Contractor shall, at the request of the Engineer, prepare press releases regarding the Project.

F. Payment for Public Notification. If Public Notification is required by the Engineer, the City will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for work performed in accordance with the Notification Plan. Work which is eligible for reimbursement includes: the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. The cost for the Project signs, including installation, maintenance and all labor and materials shall be a non-pay item and shall be considered incidental to the items of work. No payment will be made under this item for any calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

### PART C - MISCELLANEOUS

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

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

3.54 Contract Amendments. This Contract may be modified only by a written Contract Amendment approved by the City Council and signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

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

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

3.57 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

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3.58 Interpretation-Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this Contract shall be void and of no effect.

3.59 Assignment-Delegation. No right or interest in this Contract shall be assigned by Contractor without prior, written permission of the City and no delegation of any duty of Contractor shall be made without prior, written permission of the City.

3.60 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the prior written approval of the City. A Contractor acting as prime Contractor shall itemize in its Bid all Subcontractors that shall be utilized on the Project. Any substitution of Subcontractors by the Contractor must receive City approval prior to such substitution and any cost savings will be reduced from the Contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract as if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not Subcontractors are used.

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

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

If to the City:                      City of Avondale  
   11465 West Civic Center Drive  
   Avondale, Arizona 85323  
   Facsimile: (623) 333-0100  
   Attn: Charles P. McClendon, City Manager

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

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If to Contractor: Mountain States Pipe & Supply Co.  
9299 W Olive Avenue  
Peoria, AZ 85345  
Facsimile: 623-939-7100  
Attn: Paul T Carroll

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

3.63 Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

3.64 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.62, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.64.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.62 and shall make a specific reference to this subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.65 Right to Assurance. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to

perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

3.66 Records and Audit Rights. Contractor's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and Subcontractor employees who perform any work or services pursuant to this Contract to ensure that the Contractor and its Subcontractor are complying with the warranty under Section 3.67 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract and (B) evaluation of the Contractor's and its Subcontractor's compliance with the Arizona employer sanctions laws referenced in Section 3.67 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records from the effective date of this Contract for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. The City shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Section. The City shall give Contractor or Subcontractor reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.67 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

3.68 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Contract pursuant to Section 3.25 above.

3.69 Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.70 Warranties. Contractor warrants to the City that all materials and equipment furnished shall be new unless otherwise specified and agreed by the City and that all Work shall be of first class quality, free from faults and defects and in conformance with the Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or materials): (A) any part of the materials furnished in connection with the Work shall be or become defective due to defects in either labor or materials, or both, or (B) Contractor's work or materials, or both, are or were not in conformance with original or amended plans and specifications, or supplementary or shop drawings, then the Contractor shall upon written notice from the City immediately replace or repair such defective or non-conforming material or workmanship at no cost to the City. Contractor further agrees to execute any special guarantees as provided by the Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the City and during the course of construction, to immediately reexecute, repair or replace any work that fails to

conform to the requirements of the Contract, whether caused by faulty materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the City's written demand, the City shall have the right to have such work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.71 Inspection. All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming material or services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.72 No Replacement of Defective Tender. Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.73 Shipment Under Reservation Prohibited. Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

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

3.75 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

3.76 Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

3.77 Preparation of Specifications by Persons other than City Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.78 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

#### PART D - ALTERNATIVE DISPUTE RESOLUTION

3.79 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 3.82(G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

3.80 Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the City and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section

3.82 below. The City and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

3.81 Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within ten days of the City or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven calendar days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that the party shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five calendar days after the hearing.

3.82 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in subsection 3.82(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.80 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three Working Days of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the City's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 3.82(M) and the proceeds from the bond shall be allocated in accordance with subsection 3.82(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 3.82(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 3.82(A). In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the Default Neutral Arbitrator, a person or entity jointly selected by the City and the Contractor. If the City and the Contractor cannot agree on a Default Neutral Arbitrator, the City and the Contractor shall each submit two names to an appropriate judge who shall select one person.

C. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 calendar days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

E. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from working day to working day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within ten calendar days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to subsection 3.82(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of 20% of the original Contract amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Contract amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to the Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the City. Contractor can not be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-City appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with the Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Maricopa County Superior Court within 15 calendar days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the City and the Contractor.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the City or in favor of the City against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Contractor shall cooperate with the City in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

EXHIBIT A  
TO  
INVITATION FOR BID NO. WR 10-056

[Technical Specifications]

See following pages.

## TECHNICAL SPECIFICATIONS

A. Background; Scope of Work. The City currently has a water utility base of approximately 22,430 accounts. Approximately 13,830 accounts have been changed out to radio read meters. The remaining 8,600 accounts are touch read meters. The Contractor shall replace the touch read meters with Automatic Meter Reading (“AMR”) Systems meters on the remaining accounts. The estimated number of meters to be changed out is 8,600 (ranging in size from 5/8-inch thru 2-inch meters). All meters are located in pits. Several of the City’s meter reading routes are scheduled for 100% meter replacement under this Program. The implementation of the replacement program is organized, and will occur, by meter reading routes. This will ensure a significant number of change outs will occur within well-defined geographic areas within the City (1) the Garden Lakes and Crystal Gardens subdivisions south of Indian School Road, bordering 107th Avenue to the east, south to McDowell Road and west to the Agua Fria River; and (2) the Rancho Santa Fe subdivision, bordering McDowell Road to the south, Dysart Road to the west, Indian School Road to the north, and the Agua Fria River to the east. In addition, there will be a limited number of replacements in other locations throughout the City. Generally, the Scope of Work is as follows:

1. New and/or Replacement Water Meter Installation. As new residential development occurs, the Contractor shall install water meters at each new service connection ranging in size from 5/8 inch to 2 inches, as directed by the City. In addition, as existing meters throughout the service area age, wear, and/or malfunction, the Contractor shall be responsible for meter repair and/or replacement.

The Contractor shall install and/or repair these replacement and/or new water meters on an as-needed basis throughout the City’s service area. The City estimates a need for installation of approximately 750 new water meters, and approximately 1,250 replacements and/or repairs of existing meters, within the next two years.

The City will provide water meters and Itron Endpoints/ERTs for this portion of the contract. The City will also provide ERT mounting kits and meter box lids as needed. The reading system includes Itron’s FC200SR as well as Itron’s Mobile Collector and Mobile Collector Lite. The City also uses Itron’s 60w series of endpoints/ERTs.

Work under this section of the contract will include: (1) installation of new radio ready meters with endpoints/ERTs at new service connections, (2) replacement or repair of existing malfunctioning meters with radio ready meters with endpoints/ERTs, (3) verification of functionality, and (4) providing all necessary and appropriate data to update the City’s water billing system.

2. ERT Troubleshooting, Repair, and/or Replacement. The Contractor shall conduct ERT troubleshooting, repair, and/or replacement on an as-needed basis throughout the City’s service area. The City estimates a need for approximately 1,000 ERT’s requiring troubleshooting, repair, and/or replacement within the next two years.

The City will provide replacement Itron Endpoints/ERTs and replacement meter box lids as needed for this portion of the Contract. The Contractor will be required to provide wires, connectors, grease tubes and any other supplies necessary for ERT repairs and/or replacement. The reading system includes Itron’s FC200SR as well as Itron’s Mobile Collector and Mobile Collector Lite. The Department also uses Itron’s 60w series of endpoints/ERTs.

Work under this section of the contract will include: (1) troubleshooting, repair, and/or replacement of existing malfunctioning ERTs, (2) verification of functionality, and (3) providing all necessary and appropriate data to update the City’s water billing system.

B. General Requirements. The Contractor shall:

1. Install new and/or replacement water meters ranging from 5/8-inch to 2-inches in diameter as directed by the City.
2. Limit installations to approximately 70 meter installations or replacements per day.
3. Troubleshoot and repair and/or replace malfunctioning ERTs.
4. Verify the ability to read the meter and ERT using an Itron FC200SR handheld device.
5. Collect and provide to the City all appropriate inventory and read data necessary for update of the City's water billing system.
6. Furnish other incidental materials or items needed to complete the new and/or replacement meter installation, and/or the ERT repair or replacement.
7. Schedule meter replacement activities at a time that is convenient for the customer.
8. The cleaning of meter boxes in preparation of meter replacement is considered incidental to the project and is to be included with the pricing of meter change out.
9. Warranty all work under this contract, including any parts supplied by the Contractor, for a period of one (1) year from the date of installation. The Contractor will respond to warranty issues within 48 hours of notification.
10. Deliver all unusable meter lids and all removed and replaced meters to the City by the end of each work week.

B. Miscellaneous Requirements.

1. The Contractor shall not leave a meter box open without a representative of the Contractor being on site.
2. The City's Project Supervisor must pre-approve work occurring on weekdays before 6:00 AM or after 6:00 PM, and work occurring on Fridays, Saturdays, Sundays, or any legal holiday.

EXHIBIT B  
TO  
INVITATION FOR BID NO. WR 10-056

[Price Sheet]

See following page.

Superseded by Addendum # 1 4/28/10  
Boyle

WATER METER INSTALLATION SERVICES  
 WR 10-056  
 PRICE SHEET

ITEM	DESCRIPTION OF MATERIAL AND/OR SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>(A) METER REPLACEMENT PROGRAM</b>					
1	5/8-inch Meter Installation Cost	100	Each		
2	3/4-inch Meter Installation Cost	8,100	Each		
3	1-inch Meter Installation Cost	100	Each		
4	1 1/2-inch Meter Installation Cost	150	Each		
5	2-inch Meter Installation Cost	150	Each		
	<b>SUBTOTAL</b>	<b>8,600</b>			
<b>(B) AS-NEEDED NEW/REPLACEMENT METER INSTALLATION</b>					
6	5/8-inch Meter Installation Cost	25	Each		
7	3/4-inch Meter Installation Cost	1,870	Each		
8	1-inch Meter Installation Cost	25	Each		
9	1 1/2-inch Meter Installation Cost	40	Each		
10	2-inch Meter Installation Cost	40	Each		
	<b>SUBTOTAL</b>	<b>2,000</b>			
<b>(C) AS-NEEDED ERT TROUBLESHOOTING, REPAIR, AND/OR REPLACEMENT</b>					
11	ERT Repair/Replacement	1,000	Each		
	<b>SUBTOTAL</b>	<b>1,000</b>			
	<b>TAXES (As Applicable)</b>				
	<b>TOTAL BID AMOUNT</b>				

EXHIBIT C  
TO  
INVITATION FOR BID NO. WR 10-056

[Bid Bond]

See following page.

BID BOND  
WATER METER INSTALLATION SERVICES  
WR 10-056

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Mountain States Pipe & Supply Co.  
(hereinafter called Principal), as Principal, and Platte River Insurance Company,  
a corporation organized and existing under the laws of the State of  
Nebraska with its principal office in the City of  
Middleton, WI, (hereinafter called the Surety), as Surety, are held and firmly bound unto the  
City of Avondale, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount,  
Ten Percent (10%) of \* (Dollars) (\$ 10%-----) lawful money of the United States of  
America, to be paid to the order of the City of Avondale, for the payment whereof, the said Principal and Surety  
bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly  
by these presents and in conformance with A.R.S. Section 34-201.

\* the Total Amount Bid

WHEREAS, the Principal has submitted a bid/proposal for: Water Meter Installation Services  
WR 10-056

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a  
Contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of  
Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance  
of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract,  
or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of  
Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the  
amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with  
another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in  
full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201,  
Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions  
of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees  
that may be fixed by a judge of the Court.

Witness our hands this 29th day of April 20 10.

Mountain State Pipe & Supply Co.  
111 W. Las Vegas, Colorado Springs, CO 80903  
Principal Seal

BY: Paul C. Cansell

Platte River Insurance Company  
Surety Seal

BY: Sheila J. Montoya  
Sheila J. Montoya, Attorney-In-Fact

Agency of Record



LOCKTON COMPANIES, LLC

8110 E Union Ave, Ste 700 / Denver, CO 80237-2966

303-414-6000 / FAX: 303-865-6000

www.lockton.com

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41188817

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- SHEILA J MONTOYA; ANUJ JAIN; MONA D WEAVER -----  
----- JOHN J BROWNING; CHARLES M MCDANIEL; ANGELA M TINDOL -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,500,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

*David F. Pauly*  
David F. Pauly  
Chairman & CEO



PLATTE RIVER INSURANCE COMPANY

*James J. McIntyre*  
James J. McIntyre  
President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*  
Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 29th day of April, 2010.



*Alan S. Ogilvie*  
Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

EXHIBIT D  
TO  
INVITATION FOR BID NO. WR 10-056

[Performance Bond]

See following page.

PERFORMANCE BOND  
WATER METER INSTALLATION SERVICES  
WR 10-056

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Oblige) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Principal Seal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

BY: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

EXHIBIT E  
TO  
INVITATION FOR BID NO. WR 10-056

[Payment Bond]

See following pages.

PAYMENT BOND  
WATER METER INSTALLATION SERVICES  
WR 10-056

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal Seal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

BY: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

EXHIBIT F  
TO  
INVITATION FOR BID NO. WR 10-056

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS  
WATER METER INSTALLATION SERVICES  
WR 10-056

**Attach a copy of your Contractor's License to your bid submittal.**

**Attach a copy of your Business License to your bid submittal.**

\* Business License must be either a City of Avondale Privilege Tax Business License or a Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No XXXX.

If yes, please provide details and documentation of the certification.

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

MOUNTAIN STATES PIPE AND SUPPLY CO  
P O BOX 698  
COLORADO SPRINGS CO 80901

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

MOUNTAIN STATES PIPE AND SUPPLY CO  
P O BOX 698  
COLORADO SPRINGS CO 80901

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



CORP

LICENSE EFFECTIVE THROUGH: JAN 2012  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT



MOUNTAIN STATES PIPE AND SUPPLY CO  
CONTRACTORS LICENSE NO. ROC215549 CLASS L-05  
WATER METERING DEVICES

COMMERCIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*William A. Mandell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



CORP

LICENSE EFFECTIVE THROUGH: JAN 2012  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT



MOUNTAIN STATES PIPE AND SUPPLY CO  
CONTRACTORS LICENSE NO. ROC215549 CLASS L-05  
WATER METERING DEVICES

COMMERCIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*William A. Mandell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



ARIZONA DEPARTMENT OF REVENUE  
LICENSE & REGISTRATION SECTION  
1600 WEST MONROE  
PHOENIX, ARIZONA 85007-2650

EFFECTIVE DATE  
March 22, 2005

**TRANSACTION PRIVILEGE TAX LICENSE**  
-NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

0500000451131  
ARIZONA DEPARTMENT OF REVENUE

20072417 ←

ALL communications and reports MUST REFER to this LICENSE NO.

Issued To: MOUNTAIN STATES PIPE & SUPPLY COMPANY  
US METERING AND TECHNOLOGY INC  
PO BOX 698  
COLORADO SPRINGS CO 80901-0698

**BUSINESS CLASS**

015 Contracting-Prime  
017 Retail

Location: US METERING AND TECHNOLOGY INC  
23610 N 20TH DR STE 8  
PHOENIX AZ 85027-0627

**PROGRAM CITIES**

NONE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.

EXHIBIT G  
TO  
INVITATION FOR BID NO. WR 10-056

[References]

See following page.

REFERENCES  
WATER METER INSTALLATION SERVICES  
WR 10-056

Provide the following information for three (3) clients for whom Bidder has provided services of **similar size and scope** with the past (36) months. *These references will be checked*, so make sure all information is accurate and current. Failure to provide three (3) accurate or suitable references will result in disqualification.

1. Client: Global Water Resources  
Address: 22601 N. 19th Avenue, Suite 210  
City/State/Zip Code: Phoenix, AZ 85027  
Contact: Cindy Liles, Vice President, COO, CFO  
Telephone Number: 623-580-9600  
Date of Contract Initiation: December 2001  
Project Description: MSPS is providing meters and AMR installation services to Global Water Resources in Maricopa  
Valencia Water, Tonopah and other areas around Arizona for the past 9 years. The installation  
services includes all meters/endpoint installations required, troubleshooting of AMR  
equipment and endpoints, new installation work, maintenance of infrastructure as well as  
any damage done in the field. The contract is ongoing and to date totals \$7,000,000.
  
2. Client: Cucamonga Valley Water District  
Address: 10440 Ashford Street  
City/State/Zip Code: Rancho Cucamonga, CA 91729  
Contact: Darron Poulson, Customer Service Manager  
Telephone Number: 909-483-7428  
Date of Contract Initiation: August 2006  
Project Description: MSPS/USM&T is the meter and endpoint installation contractor providing meter change outs relating to a  
5-year plan to convert the District's meters to a Fix Network Meter Reading System. The installations  
project includes meter installation, endpoint installation, GPS collection, clean-out meter box, end  
reading and new reading of meters. MSFS/USM&T uses a work order management system to provide quick and  
accurate information to streamline the CIS import file to help eliminate manual entry of exchange  
data information. Total cost to date is \$7,000,000.
  
3. Client: Town of Buckeye  
Address: 1101 East Ash Avenue  
City/State/Zip Code: Buckeye, AZ 85326  
Contact: Manuel Alvarez Water Utilities Supervisor  
Telephone Number: 623-349-6106  
Date of Contract Initiation: October 2005  
Project Description: MSFS was responsible for the supply and installation of 4500+ meters and Itron BRT modules for the  
Town of Buckeye. Project lasted 4-6 months and valued at \$2,000,000.

Mountain States Pipe and Supply can provided additional references if needed. We have installed roughly 1,000,000 meters and AMR modules over the last 10 years.

EXHIBIT H  
TO  
INVITATION FOR BID NO. WR 10-056

[Federal Requirements]

Not applicable to this solicitation.

EXHIBIT I  
TO  
INVITATION FOR BID NO. WR 10-056

[Acknowledgments of Addenda received]

See following pages.

**\*All Addenda, if any, together with original, signed acknowledgments, issued for this IFB are to be attached by Bidder as this Exhibit I and submitted with the sealed Bid.**



## INVITATION FOR BIDS

### WATER METER INSTALLATION SERVICES WR 10-056

#### Addendum No. 1

Date: April 28, 2010

From: Tony Ayala, City Representative

Subject: Addendum No. 1 to Invitation for Bids No. WR 10-056

Bid Deadline: **May 3, 2010**, (REVISED) 3:00 P.M. local time, Phoenix, Arizona

#### SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bid documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of changes to the Bid Deadline and Bid Opening and to Exhibit B, Price Sheet, of the Invitation for Bids No. WR 10-056 released on April 13, 2010.

#### ADDENDUM

1. The Bid Deadline and Bid Opening are hereby changed to **May 3, 2010, 3:00 P.M.** (local time, Phoenix, Arizona).
2. Exhibit B, Price Sheet, is hereby deleted in its entirety and replaced with the Price Sheet attached to this Addendum No. 1 as Exhibit 1 and incorporated herein by this reference.

EXHIBIT 1  
TO  
ADDENDUM NO. 1  
TO  
INVITATION FOR BIDS NO. WR 10-056

[Price Sheet]

See following page.

PRICE SHEET  
WATER METER INSTALLATION SERVICES  
WR 10-056

ITEM	DESCRIPTION OF MATERIAL AND/OR SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	COMMUNITY RELATIONS	1			\$3000.00
<b>(A) METER REPLACEMENT PROGRAM</b>					
1	5/8-inch Meter Installation Cost	100	Each	15.92	\$ 1,592.00
2	3/4-inch Meter Installation Cost	8,100	Each	15.92	\$ 128,952.00
3	1-inch Meter Installation Cost	100	Each	15.92	\$ 1,592.00
4	1 1/2-inch Meter Installation Cost	150	Each	47.94	\$ 7,191.00
5	2-inch Meter Installation Cost	150	Each	47.94	\$ 7,191.00
	<b>SUBTOTAL</b>	<b>8,600</b>			\$ 146,518.00
<b>(B) AS-NEEDED NEW/REPLACEMENT METER INSTALLATION</b>					
6	5/8-inch Meter Installation Cost	25	Each	15.92	\$ 398.00
7	3/4-inch Meter Installation Cost	1,870	Each	15.92	\$ 29,770.40
8	1-inch Meter Installation Cost	25	Each	15.92	\$ 398.00
9	1 1/2-inch Meter Installation Cost	40	Each	47.94	\$ 1,917.60
10	2-inch Meter Installation Cost	40	Each	47.94	\$ 1,917.60
	<b>SUBTOTAL</b>	<b>2,000</b>			\$ 34,401.60
<b>(C) AS-NEEDED ERT TROUBLESHOOTING, REPAIR, AND/OR REPLACEMENT</b>					
11	ERT Repair/Replacement	1,000	Each	12.43	\$ 12,430.00
	<b>SUBTOTAL</b>	<b>1,000</b>			\$ 12,430.00
	<b>TAXES (As Applicable)</b>	@ 5.265%			\$ 648.81
	<b>TOTAL BID AMOUNT</b>				\$ 206,687.41

**CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED  
INVITATION FOR BIDS**

WATER METER INSTALLATION SERVICES  
WR 10-056

**Addendum No. 1**

Mountain States Pipe + Supply Co., affirms that ADDENDUM No. 1 has  
(Name of Vendor/Designee)  
been received and that the information contained in ADDENDUM No. 1 has been incorporated  
in formulating the Vendor's Offer.

Paul T Carroll, April 29, 2010  
Signed Date

Paul T Carroll  
Print Name

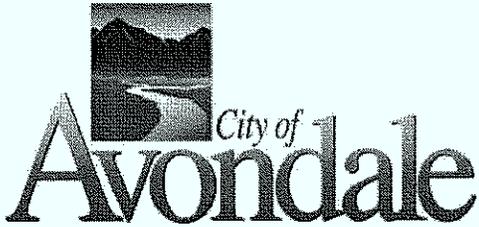
Chief Executive Officer  
Title

Mountain States Pipe + Supply Co.  
Company Name

9299 W Olive Avenue, Suite 810  
Address

Georgia AZ 85345  
City, State, Zip Code

END OF ADDENDUM No. 1



**Invitation for Bid  
For  
Water Meter Installation Services  
WR 10-056**

Pre-submittal Conference was held Wednesday, February 16, 2010. City of Avondale Representatives in attendance included: Tony Ayala, Sue Schneider, and Loretta Browning.

**A. Inquiries Reviewed at the Pre-Submittal Conference:**

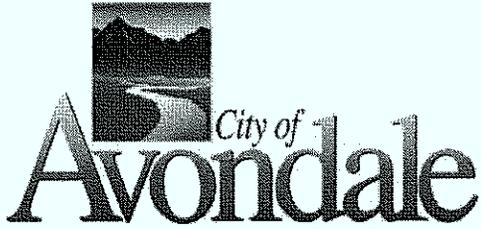
1. Our core business is the installation of water meters and we hold and A Contractors license in California. Is this acceptable licensing for this project?
  - The A –Contractor License is acceptable at the time of bid, however per Item 2.14 of the IFB Vendor Licensing and Registration, the contractor must be registered with the Arizona Corporation Commission to conduct business in the state of Arizona. Should you be selected you will need to provided proof of application prior to a contract being awarded.
2. Do you have any maps of the installation areas for the City of Avondale that we might be able to get before the bid? Is there any type of plan map of the various locations for the water meters as this would help bid correctly for traffic control purposes and to maintain access for the residents if they will be affected?
  - The majority of meter installs will be behind the sidewalk on residential streets. At this time we are not aware of installations made by the contractor that will need traffic control under this project scope.
3. I have the 54 page Invitation For Bid for the Water Meter Installation Services project. I want to confirm with you that there are no additional documents for this project i.e. Additional specifications or drawings.
  - There are no additional drawings, however and Addendum 1 has been issued and a sample Change Out Form has been posted to the procurement webpage.

**B. Additional Inquiries Recieved by the Written Inquiries Due Date:**

1. Referring to (A) Meter Replacement Program please confirm the following information.
  - a. This part of the project is to be completed in 8 to 10 months, correct?
    - Correct
  - b. The Contractor has a limit of 70 maximum installs per day.
    - Correct
  - c. If during project it becomes apparent that City of Avondale is more than capable of updating meter information with time to spare can the maximum installs per day be increased?

- 
- There's a possibility that this may be modified as the project moves forward. Firms should bid the project following the current specifications.
- d. Technical Specifications: Will the majority of this replacement be contiguous of one another?
- Yes.
2. Referring to (B) As- Needed New-Replacement Meter Installation, please confirm the following items.
- a. This part of project is to be as-needed over a 2 year period, correct?
    - Yes.
  - b. Is there a minimum of meters that will be replaced at one time?
    - The quantity meters to be replaced will depend on how many are identified non-working after rereads are completed for each route.
  - c. In Technical Specifications A.1. the 750 new services; can this be broken down a little further according to size for new services vs. replacing existing meter.
    - In this past this has ranged from 6 to 10 new installs per month and sizes range from ¾ through 2". It projected that until the housing market improves the numbers will continue to be low. There is a possibility there will be more replacement of existing meters then there will be installs.
3. Referring to (C) As-Needed ERT Troubleshooting, Repair, and/or Replacement
- a. Is there a minimum of ERTs that will be replaced at one time?
    - The number will depend on what is identified during rereads.
  - b. Does the City have an anticipated start date?
    - The anticipate start date is July 1, 2010
  - c. What entity is funding this project? If I can have this questions answer I may have an answer concerning requirements of prevailing wage.
    - This project is funded through the City of Avondale Public Works Department.
4. Referring to page 8 item 2.14 – (B) have a completed Request for Vendor Number or Changes on file with the City Financial Services Department. How do we accomplish this?
- A City of Avondale Vendor number is not required at the time of bid offer submittal. Should you be awarded a contract you will be required to complete a Vendor Registration form with the City and upon completion of the Registration you will be assigned a Vendor Number.
5. Referring to page 11 Item 3.8 What percentage of the meters is located in right of ways?

- 
- The Meter Change Out portion of the project will consist primarily of meters located in a right of ways behind the sidewalk. In older neighborhood sections the meters are can be inside of the yards.
6. Water percentage of meters is located in concrete/asphalt?
    - Meter Change Out project will consist of a small percentage of meters located in concrete, due to a home owner's expansion of the driveway. In older neighborhood sections there will be a higher percentage of meters located within a sidewalk or asphalt, along with being located within the homeowner's property or alley. These issues will come in to play more frequently during the ERT and meter repair and replacement portion of the contract.
  7. Is GPS required?
    - No, GPS is not required.
  8. Is a plumber required to do any installation of meters?
    - No, a plumber is not required. (See also response to item A. 1. above.)
  9. Referring to Page 29 item 3.51 F Payment for Public Notification: "These costs to be paid from Price sheet and entitled Community Relations". I don't see this listed on the Price Sheet.
    - This correction will be addressed in the forthcoming Addendum 1.
  10. Are meters in setters?
    - No meters are not in setters
  11. Do meter settings have valves?
    - All meter will have angle stops.
  12. What is the procedure for inoperable valves?
    - Inoperable valves will be skipped and reported and documented.
  13. What is the procedure for leaks?
    - If the leak stops by turning off valve install can take place leak will be documented. If water leak is coming from meter valve or on customer side install can be skipped and leak reported to City and documented.
  14. Who provides warehousing?
    - City will provide warehousing for new meters and ERT's
  15. Who takes possession of old meters?
    - City will take possession of old meters.
  16. Do the P&P bonds need to be in place for the entire 2 years or just during the Meter Replacement Program of 8600 meters? Will the retainage period cover the entire 2 years or just during the Meter Replacement Program of 8600 meters?



- 
- **Clarification:** The Performance Bond and Payment Bond requirements must remain in affect for the Meter Replacement portion of the project and then will be release once the City acknowledges the completion of that phase (in writing).
17. Section 3.51: This section describes several items stated as "If required by the Engineer..." Do you expect the Engineer to require project signs, public meetings, etc? I understand that most of these sections in the document are "boiler plate" sections for construction projects and we are at least looking for the expectations of the requirements.
- The information contained in this section is boilerplate and not a requirement of the project at this time. The information is maintained in the document should the need arise during the term of the contract. Item 3.51 A. is a requirement and therefore Item 3.51 F. will be addressed in the forthcoming Addendum 1.

**END OF DOCUMENT**



Invitation for Bid 10-056  
 Water Meter Installation Services  
 Pre-bidders Conference  
 April 20, 2010 @ 9:00 A.M. Local (Phoenix) Time

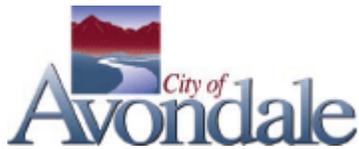
NAME	COMPANY	ADDRESS	PHONE NUMBER	E-MAIL
Tony Ayala	City of Avondale Water Resources Department	399 East Lower Buckeye Avondale, AZ 85323	623-333-4416	tayala@avondale.org
Loretta Browning	City of Avondale Procurement Officer	11465 W. Civic Center Dr. Avondale, AZ 85323-6807	623-333-2029	<a href="mailto:lbrowning@avondale.org">lbrowning@avondale.org</a>
CARRY RESORTS	CONCORD UTILITY	35874 DAVEY PLACE MURRIETA CA 92568	951 757- 3597	www.concordusinc.com
Steve Helm	MULLER SERVICE Co.	P.O. Box 17058 FOUNTAIN HILLS AZ	602-721- 8826	<a href="mailto:SHelm@MULLERSERVICEcompany.com">SHelm@MULLERSERVICEcompany.com</a>
Ridzloga	METALIN SERVICES	515 S. YOUTH ST #108 Tempe AZ 85281	<del>480-894-</del> 0200	
David Franzen	Metering Services Inc	11	11	dmisias.net

Invitation for Bid 10-056  
 Water Meter Installation Services  
 Pre-bidders Conference  
 April 20, 2010 @ 9:00 A.M. Local (Phoenix) Time

NAME	COMPANY	ADDRESS	PHONE NUMBER	E-MAIL
Scott McKinley	H. E. Simpson Co.	4215 S. 37th St Phoenix, AZ 85040	602-923-5941 800-255-1521	ScottM@hesimpson.com
Crystal Flikke	HID Supply	1410 W. Howard Ave Gilbert AZ	480-239-5231	Crystal.Flikke@hidsupply.com
Thomas O'Bo	" "	" "	" "	thomas@tobe
LARRY DABROSSKY	MSPS	9223 AVER AVE PHOENIX, AZ 85329	623-203-1539	L0013R@msp.com
Shane Swartwout	MSPS	" "	623-337-7173	SSwartwout@msp.com

Invitation for Bid 10-056  
 Water Meter Installation Services  
 Pre-bidders Conference  
 April 29, 2010 @ 9:00 A.M. Local (Phoenix) Time

NAME	COMPANY	ADDRESS	PHONE NUMBER	E-MAIL
Country Meter Dan Hood	<del>Inc.</del>	4535 W/ 125th PR. AZ 85218	602-527-7776 602-600-8585	PhoenixPeer.net



# CITY COUNCIL REPORT

**SUBJECT:**  
Emergency Purchase - Archive & Litigation  
Software

**MEETING DATE:**  
May 17, 2010

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

**PURPOSE:**

Staff is requesting that the Council approve the emergency purchase of electronic data archiving and litigation hold software and associated installation services from 3RP Corporation to adhere to the requirements set forth under federal law for legal hold documents, in an amount not to exceed \$141,511.00, and to authorize the use of General Fund Contingency and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The Information Technology Department is requesting the emergency procurement clause be enacted for the purchase of software that meets the archiving and litigation hold requirements requested by the Human Resources Department in reference to two pending lawsuits. It is required by law that information pertaining to a case be separated and stored indefinitely until given authorization to remove the data from a separate legal hold mandate.

Our current software (CommVault) is unable to backup and archive a different set of data, in reference to the legal hold, separate from our regular backup schedule. Our current backup software allows for data to be backed up and stored based upon current document retention rules, but does not allow for segmenting additional data based upon different set of storage retention rules. In association with a software limitation, we do not have the ability to quickly search for requested files, e-mails or database information in response to a legal hold requirement. To obtain all of the files required, in association with just one lawsuit, the IT Staff would consume two weeks of a full time person just gathering data from a set point in time to the current date. This research would be required every week until the lawsuit was concluded to capture any new information in accordance with the legal hold mandate.

A final limitation to our backup and archiving is the amount of disk space available for storing separate litigation hold archives. Our current disk pools are at or over capacity and unable to store additional backup sets of information. Due to current disk space limitations we are only able to keep two weeks of data on disk.

**DISCUSSION:**

The emergency procurement will purchase a solution from 3RP Corporation that will provide the sufficient amount of disk space required for the current backups, allow for file and email searches based upon the required legal hold request, and separate legal hold requests from general data backup schedules. The solution from 3RP would be purchased as a sole source procurement as 3RP is the only authorized Arizona vendor able to resell the product solution required to meet our backup and litigation hold requirements. Other solutions are available from other vendors; however, 3RP provides local on-site support for the product and installation.

Solutions from other vendors will require additional hard disk drive purchases for backing up information to disk and then moving it off to liner tape. With the 3RP solution we backup to dedicated disk and then can move information off to a remote facility for off-site data storage.

**BUDGETARY IMPACT:**

Funding for this purchase will be provided through the General Fund Contingency in the amount of \$141,511.00. First year maintenance is included with the purchase price. Subsequent maintenance is estimated to be \$25,206 per year .

**RECOMMENDATION:**

Staff recommends that the Council approve the emergency purchase of electronic data archiving and litigation hold software and associated installation services from 3RP Corporation to adhere to the requirements set forth under federal law for legal hold documents, in an amount not to exceed \$141,511.00, and authorize the use of General Fund Contingency and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [3RP Quote](#)



# eQuote

eQuote Number: 563

Payment Terms:  
Expiration Date: 05/30/2010

### Quote Prepared For

**Kevin Hinderleider**  
**City of Avondale**  
 11465 West Civic Center Drive  
 Avondale, AZ 85323  
 Phone: (623) 333-5000  
 kevinh@avondale.org

### Quote Prepared By

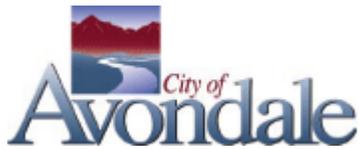
**Scott Mellegaard**  
**3RP co**  
 7047 E Greenway Parkway #300  
 Scottsdale, AZ 85254  
 Phone: 480.362.1776  
 Fax: 480.362.1779  
 scott.mellegaard@3rpco.com

Quantity	Item Name	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
<b>One-Time Items</b>					
1	i365 Plug & Protect i365 Plug & Protect 12TB Bundle	\$107,515.00	\$17,000.00	\$90,515.00	\$90,515.00
1	Tarmin Active Archive Tarmin active archive with 500 Exchange Mailboxes	\$65,500.00	\$25,350.00	\$40,150.00	\$40,150.00
<b>One-Time Total</b>					<b>\$130,665.00</b>
<b>Comment:</b>					
<b>Subtotal</b>					<b>\$130,665.00</b>
<b>Taxes (Sales Tax 8.3%)</b>					<b>\$10,845.20</b>
<b>Amount</b>					<b>\$141,510.20</b>
<b>Optional Items</b>					
1	Isilon Bundle Isilon 24TB NAS Bundle with (2) 8- Port IB Switches	\$91,650.00	\$27,650.00	\$64,000.00	\$64,000.00
<b>Optional Total</b>					<b>\$64,000.00</b>
<b>Taxes (Sales Tax 8.3%)</b>					<b>\$16,157.20</b>
<b>Including Optional Quote Items</b>					
<b>Subtotal</b>					<b>\$194,665.00</b>
<b>Taxes (Sales Tax 8.3%)</b>					<b>\$16,157.20</b>
<b>Amount</b>					<b>\$210,822.20</b>

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_

Interest Charges on Past Due Accounts and Collection Costs for overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional Training or Professional Services can be provided at our standard rates. All hardware and software pricing is subject to manufacture approval at time of order. All material purchases are non-cancellable and non-returnable.



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Services Agreement - Dibble & Associates - Well 5 Wellhead Design

**MEETING DATE:**

May 17, 2010

**TO:** Mayor and Council

**FROM:** Wayne Janis, PE, Public Works Director, (623) 333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement with Dibble & Associates for design and construction services for well head improvements for Well 5 in the amount of \$61,688, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Water quality in Well 5 (located in the northwest corner of Mtn. View Park) is high in nitrates. In 1992, when the MCL (Maximum Contaminant Level) for nitrates was reduced to 10 mg/L (milligrams per liter), the water no longer met water quality standards. The well water was either blended with other sources to reduce the nitrate concentrations, or the well was shut down.

Approximately four years ago, working with the Parks, Recreation and Libraries Department, the well was converted to use for irrigation at Festival Fields. Having been in service for several decades, the well was steadily producing more and more sand. To address this problem, two years ago staff contracted for well modifications.

Upon completion of the modifications, the sand production was significantly decreased and the well production was adequate for use as a source of water for Festival Fields. The well pump, however, is now oversized and the existing electrical system does not comply with current codes. Until these remaining modifications are complete, the park is being supplied with domestic water from the City's potable water supply.

**DISCUSSION:**

Well 5 has been converted to supply water for irrigation of Festival Fields Park (see vicinity map). This contract will be with Dibble and Associates, who were selected from the City's pre-qualified Professional Services list. This contract will include design of all the remaining modifications including a new, smaller well pump with a new reservoir connection, and electrical system designs to bring the site up to code. Staff are currently planning to bring new, unused, electrical supplies and facilities from the old Cashion wellsite to reduce costs.

**BUDGETARY IMPACT:**

Funding for this project is available in Water Operations line item 501-9122-00-8520.

**RECOMMENDATION:**

Approval by City Council of a Professional Services Agreement with Dibble & Associates for design and construction services for well head improvements at Well 5 in the amount of \$61,688, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [PSA](#)

# VICINITY MAP



March 2008 - GIS / MAPPING SECTION

## Mt. View Well Modification

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

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 17, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" and amended on April 1, 2008 by that certain Addendum No.1 (collectively the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to prepare comprehensive design engineering services for modification and improvement of the Mountain View Well, commonly known as Old Well No. 5, reservoir and booster pump station facility (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 16, 2011.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit C, and incorporated herein by reference.
3. Compensation. The City shall pay Consultant a price not to exceed \$61,688.00 for the Services as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit C.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of

Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

#### 11.2 Required Insurance Coverage.

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

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

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

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

13. Termination; Cancellation.

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

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

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

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default

hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Facsimile: (623) 333-0100  
Attn: Charles P. McClendon, City Manager

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

If to Consultant: Dibble & Associates Consulting Engineers, Inc.  
7500 North Dreamy Draw Drive, Suite 200  
Phoenix, Arizona 85020-4660  
Facsimile: (602) 957-2838  
Attn: Jason Fort, P.E.

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

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

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

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work and Fee Proposal, the RFQ and the Consultant’s SOQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. This Agreement shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

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

**“Consultant”**

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

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

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

Title: \_\_\_\_\_

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2010,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

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

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2010,  
by \_\_\_\_\_ as \_\_\_\_\_ of        DIBBLE        &  
ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of the  
corporation.

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

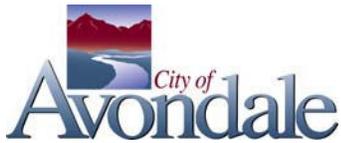
My Commission Expires:

\_\_\_\_\_

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

[RFQ]

See following pages.



**REQUEST FOR  
STATEMENTS OF QUALIFICATIONS  
FOR  
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST**

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **EN 08-017**

Solicitation Title: **FY 2008/2009 Professional Consultants Selection List**

Release Date: **March 25, 2008**

Final Date for Inquires and Place to Send Inquiries **April 4, 2008**  
Charles Andrews, P.E., Senior Project Manager  
City of Avondale Engineering Dept.  
11465 West Civic Center Drive, Suite 120  
Avondale, Arizona 85323  
OR  
[candrews@avondale.org](mailto:candrews@avondale.org)

SOQs Due Date, Time and Location: **April 16, 2008**  
**3:00 p.m.** (local time, Phoenix, Arizona)  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323-6804

Letters to Final Listed Firms: **June 30, 2008**

City Representatives: **Charles Andrews** [candrews@avondale.org](mailto:candrews@avondale.org)  
**623-333-4200**  
**Mary Rogers** [mrogers@avondale.org](mailto:mrogers@avondale.org)  
**623-333-2200**

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**SECTION A**

**I. INTRODUCTION**

1. Purpose. The City of Avondale (the “City”) is seeking Statements of Qualification (“SOQ”) from professional consulting engineering firms (“Vendors”) to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.
- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.
- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.
- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).
- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.
- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

**SECTION A**

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- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.
  
- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.
  
- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.
  
- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.
  
- Geotechnical and Environmental - Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.
  
- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.
  
- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.
  
- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.
  
- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.
  
- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

**SECTION B**

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II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt.**

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number, **FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

**SECTION B**

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2. Irregular or Non-responsive SOQ. The City will consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

8. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor’s responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form included herein.

9. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City’s Procurement Code.

**SECTION B**

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10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ.

12. Certification. By submitting a SOQ, the Vendor certifies:

a. The submission of the SOQ did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

**SECTION B**

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13. Protests. Any Bidder may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

**III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING**

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. Up to ten (10) of the highest rated professional consultants from each discipline category will be selected for inclusion on the Professional Consultants Selection shortlist.

These Professional Consultant Selection shortlists will be used to invite Vendors to submit proposals to provide professional services on specific project assignments. The City reserves the right to conduct formal interviews with selected Vendors depending upon the size and complexity of the specific project. The final Professional Consultant Selection List will be used by the City for at least one year and at the discretion of the City Manager for a second consecutive year.

For large or complex projects or for very specialized work, the City may use a separate Request for Proposals or Request for Qualifications process.

All processes will be conducted in accordance with ARIZ. REV. STAT. Title 34.

**Section 1: General Factors and Compliance 10 pts**

- a. One page cover letter as described in Section II, 1(b) addressed to Charles Andrews, Senior Project Manager.
  
- b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.
  
- c. Title sheet with the following information:
  - 1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
  - 2. Submitted to: City of Avondale City Clerk
  - 3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

**SECTION B**

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4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.
- d. Provide a statement regarding the following:
  1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.
  2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.
- e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

**Section 2: Vendor's relevant experience, availability and capability 50 pts**

- a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.
- b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.
- c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.
- d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.
- e. Identify the location of the firm's principal office and the local work office, if different.

**Section 3: Personnel qualification and pertinent experience 35 pts**

- a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

**SECTION B**

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b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

**Section 4: Disadvantaged Business Enterprise preference**

**5 pts**

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

**Total Possible Points for SOQ Submittal:**

**100**

IV. AWARD OF AGREEMENT

1. Award of Agreement. The selected Vendor from the Professional Consultants Selection List for each specific project will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

**SECTION B**

**V. DISCIPLINE SPECIALTY CHECK LIST**  
**FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- \_\_\_\_\_ Water Distribution System
- \_\_\_\_\_ Wastewater Systems
- \_\_\_\_\_ Transportation Engineering
- \_\_\_\_\_ Traffic Engineering
- \_\_\_\_\_ Surveying
- \_\_\_\_\_ Hydrology/Hydraulic Projects
- \_\_\_\_\_ Plan Review Services
- \_\_\_\_\_ Landscape Architects
- \_\_\_\_\_ Hydrogeological Engineering
- \_\_\_\_\_ GIS Programs
- \_\_\_\_\_ Geotechnical and Environmental Engineering
- \_\_\_\_\_ Foundations & Structural Design
- \_\_\_\_\_ Electrical & SCADA Programming
- \_\_\_\_\_ Construction Management
- \_\_\_\_\_ Architects
- \_\_\_\_\_ Improvement District Administration

**SECTION B**

**VI. VENDOR INFORMATION FORM**

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

\_\_\_\_\_  
FIRM SUBMITTING SOQ

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE                      FAX #

\_\_\_\_\_  
CITY              STATE              ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

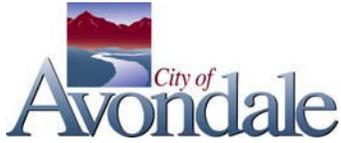
EMAIL ADDRESS: \_\_\_\_\_

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.



## **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2008/2009 Professional Consultants Selection List  
EN08-017

### **Addendum No. 1**

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 2008**, 3:00 p.m. local time, Phoenix, Arizona

### **SCOPE**

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

### **ADDENDUM**

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:
  - d. Provide a statement regarding the following:
    1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

**Section 3: Personnel qualification and pertinent experience**

**40 pts**

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

\*\*\*

**CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED  
REQUEST FOR STATEMENTS OF QUALIFICATIONS**

FY 2008/2009 Professional Consultants Selection List  
EN08-017

**Addendum No. 1**

\_\_\_\_\_, affirms that ADDENDUM No. 1 has  
(Name of Vendor/Designee)  
been received and that the information contained in ADDENDUM No. 1 has been incorporated  
in formulating the Vendor's Offer.

\_\_\_\_\_, \_\_\_\_\_ 2008  
Signed Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

END OF ADDENDUM No. 1

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

[Consultant's SOQ]

See following pages.



Statement of Qualifications for  
FY 2008/2009  
Professional Consultants  
Selection List

Solicitation No. EN 08-017

April 16, 2008



**Dibble**  
Engineering

# Dibble Engineering

April 16, 2008

Charles Andrews, PE  
Senior Project Manager  
City of Avondale  
11465 W. Civic Center Drive, Suite 200  
Avondale, AZ 85323

Dibble Engineering (Dibble) has partnered with the City of Avondale (City) on successful municipal infrastructure projects and has demonstrated that we are **committed** to the City and the success of your projects; we deliver **quality** products every time; and we are **responsive** to all of the project's needs. We understand the City's desire to put together a quality list of consultants who are ready and available when an improvement project is ready to move forward. Know that in Dibble, you will find a responsive partner on any assignment that we receive.

Dibble offers the City a comprehensive and highly-experienced engineering team that is ready to handle any project within the disciplines indicated herein. **Kevin Roberts, PE**, serves as the **Contract Manager** and is the City's point-of-contact for every assignment. He will meet with the City to understand the project scope and then assign the project to the appropriate project manager for execution. Kevin will remain involved through the life of the assignment to ensure the City's needs are met.

As you review our Statement of Qualifications, please note the following points that we feel, along with our qualifications, warrant our selection to the Professional Consultants Selection List:

- **Continuous Record of Successful Projects:** Dibble has completed numerous design projects for the City and other clients on or ahead of schedule and within the design budget.
- **Responsiveness:** The Dibble Team utilizes a proactive approach to design and management to prevent project challenges from becoming project problems. This approach maintains project progress and minimizes delays.

2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395  
Phone: 623.935.2258 Fax: 623.935.2361  
7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020  
Phone: 602.957.1155 Fax: 602.957.2838  
www.dibblecorp.com

RE: FY 2008/2009 Professional Consultants Selection List  
Solicitation No. EN 08-017

- **Team Cohesiveness:** Dibble enjoys very low staff turnover and has many long-tenured employees. This means that the Dibble Team members have worked together on previous successful projects. Any assignment we receive from this contract will benefit from this familiarity of team members.
- **Design Quality:** Dibble is committed to delivering Quality Services in everything we do. Our commitment to producing clear, complete, and concise construction documents will benefit the City by requiring minimal review effort and fewer clarifications during construction.
- **West Valley Commitment:** Dibble has established an office presence in the West Valley with the express intent of providing better service and quicker response to our West Valley clients. The City of Avondale is one of our valued West Valley Clients.

The Dibble Team stands ready to exceed the City's expectations on any assignment from this contract. We appreciate the opportunity to submit our qualifications, and look forward to continuing our relationship with the City of Avondale.

Sincerely,

Dibble Engineering



Kevin W. Roberts, PE  
Contract Manager



Steven E. Rex, PE  
Project Principal



**V. DISCIPLINE SPECIALTY CHECK LIST**  
**FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST**

Name of Firm Dibble & Associates Consulting Engineers, Inc. (dba Dibble Engineering)  
Address 2440 N. Litchfield Road, Suite 210  
City Goodyear State AZ Zip 85395  
Contact Name Kevin Roberts, PE  
Title Vice President  
Telephone 623.935.2258 Fax 623.935.2361

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

- Water Distribution System
- Wastewater Systems
- Transportation Engineering
- Traffic Engineering
- Surveying
- Hydrology/Hydraulic Projects
- Plan Review Services
- Landscape Architects
- Hydrogeological Engineering
- GIS Programs
- Geotechnical and Environmental Engineering
- Foundations and Structural Design
- Electrical and SCADA Programming
- Construction Management
- Architects
- Improvement District Administration



**V. DISCIPLINE SPECIALTY CHECK LIST**  
**FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST**

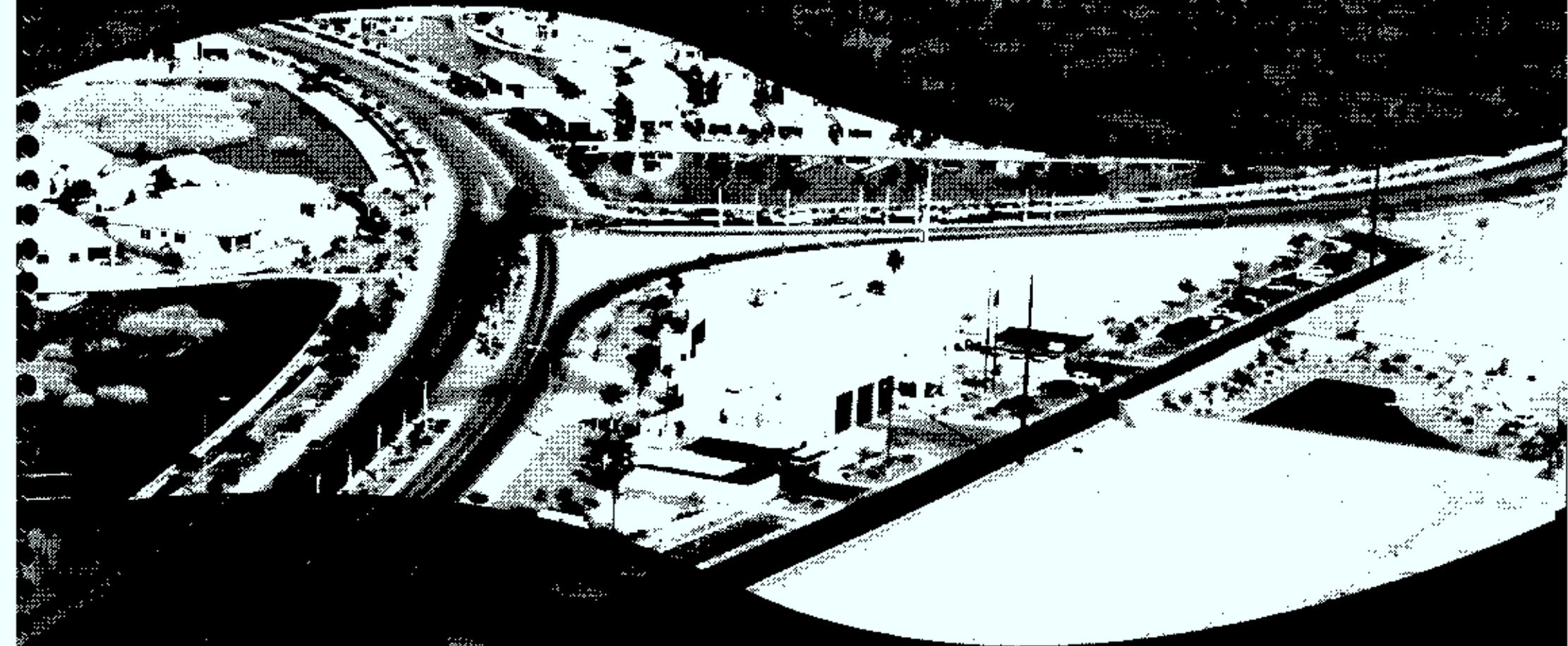
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- Foundations and Structural Design
- Electrical and SCADA Programming
- Construction Management
- Architects
- Improvement District Administration



# GENERAL FACTORS AND COMPLIANCE



## GENERAL FACTORS AND COMPLIANCE

### INSURANCE REQUIREMENTS

Dibble is familiar with the City of Avondale's insurance requirements and contract documents and is prepared to comply with said requirements upon selection for this contract. Dibble will provide the City with a Certificate of Insurance naming the City of Avondale as Certificate Holder.

### PHILOSOPHY AND APPROACH

The Dibble Team is committed to developing sound engineering recommendations and quality products for our clients. Any problem has multiple solutions. At Dibble, our goal is to identify the best solution that gives our clients the most value. Our experienced staff evaluates appropriate alternatives to the proposed projects and makes recommendations for solutions based on economics, constructability, optimization, and meeting the stated project goals.

It has been our experience that many common project issues that arise may be resolved through good communication. To us, communication means informing the City of project status, including schedule, tasks, issues, probable cost, etc. It also means listening to and understanding the City's goals and perspectives. We are committed to open communication with the City on any assignment that we receive.

The Dibble Team's strong commitment to quality in development of the project scope of work, project management, engineering design, and construction document preparation ensures project success. A thorough identification and analysis of project issues, along with commitment

on the part of all stakeholders on achieving consensus, allows project work plans to proceed with minimum interruptions. Dibble has an excellent record of exceptional, reliable, quality design projects completed within timelines and construction budgets for our clients. Our design approach is also proven effective with alternative project delivery methods including Construction Manager at Risk and Design Build. We are proud of our consistent record and will continue this level of service for the City.

Our project management includes, at a minimum, the following processes:

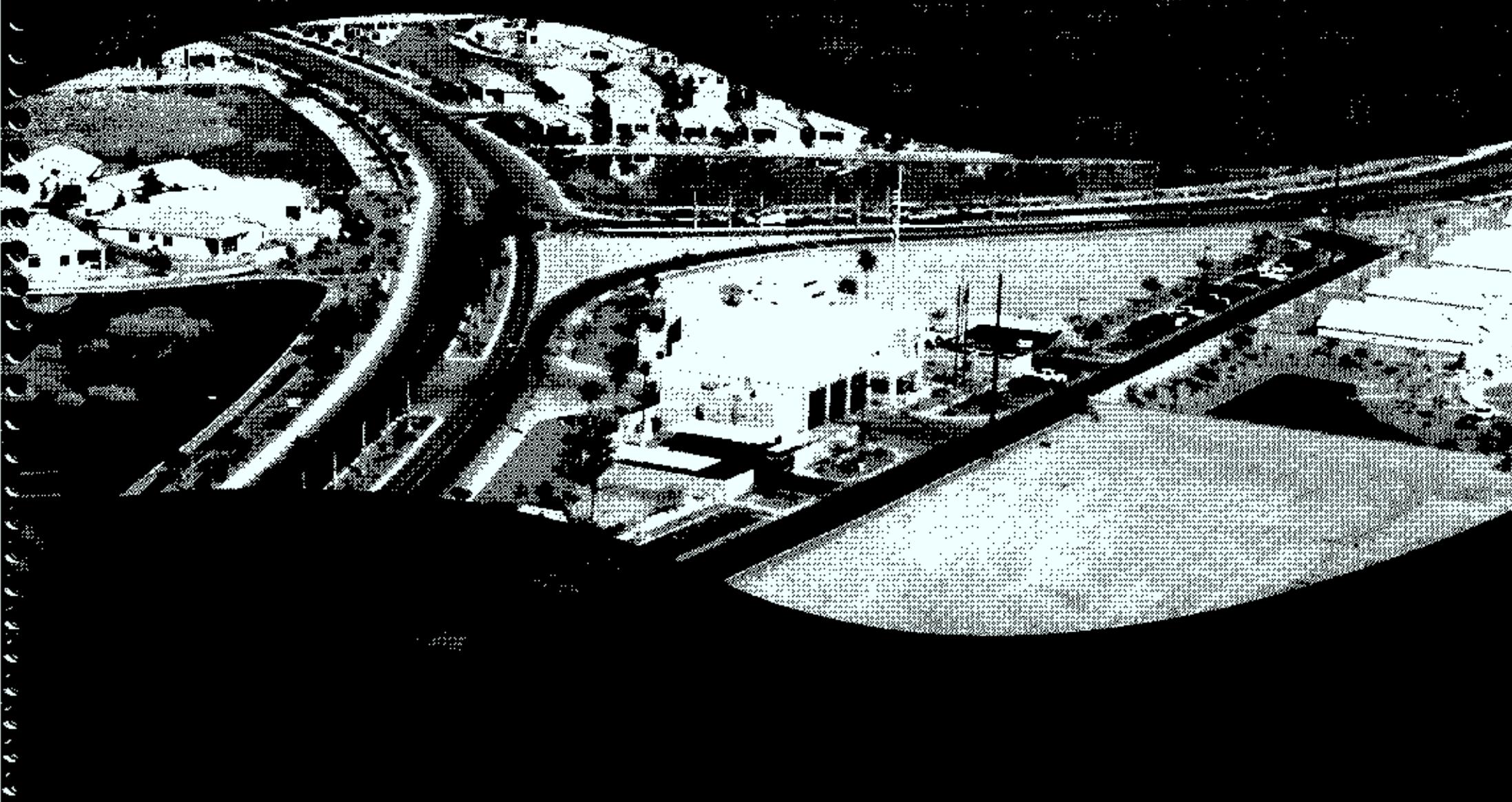
- Communication between project stakeholders via electronic mail and project website (if desired) will allow the rapid and comprehensive exchange of project information to ensure that all stakeholders are constantly aware of the most-current status of the project.
- Responsive, proactive resolution of problems (project issues) that arise during project development. Problematic issues will be defined, investigated, and evaluated and timely consensus will be reached to keep the project moving forward. Effective problem resolution begins and ends with good communication and is germane to Dibble's project management tenets.
- Development of a detailed, realistic project schedule (MS Project), which will be discussed, updated and submitted monthly to the City's Project Manager to ensure conformance to the project timeline and milestones.
- Coordination with City staff regarding design alternatives, design criteria, performance standards, material and equipment selection.

This information and other pertinent project development elements are compiled in a project design report.

- Dibble's Quality Improvement Team will conduct Quality/constructability Reviews on all documents during the design development process to reduce the City's review effort. Our quality control program emphasizes sound engineering, practical constructability and effective presentation.
- Investigation of cost-effective design elements through evaluation of life-cycle cost, benefit-cost analysis and future operation and maintenance concerns.
- Strict adherence to the proven model of the *Public Improvement Project Guide* of the Arizona Utility Coordinating Committee, including "early and often" communication with and involvement of affected private utilities.
- Opinions of probable construction cost are generated during project development. Costs are based on a combination of sources, including maintenance of the City's recent bid-cost data, in-house bid-cost database, and recent bid-cost data from other jurisdictions in close proximity to the City.
- Project schedules and budgets are reviewed by the Project Manager on a weekly basis at our company-wide Project Managers Meeting using project status reports generated by our control software (Deltek FMS). Progress is compared to the schedule and budget to ensure adequate resources are available and that necessary coordination is occurring.



# VENDOR'S RELEVANT EXPERIENCE, AVAILABILITY AND CAPABILITY



## FIRM'S EXPERIENCE, AVAILABILITY, AND CAPABILITY

### FIRM'S DESCRIPTION

Since 1962, Dibble has provided quality engineering services to both public and private sector clients in Arizona and neighboring states. Our position as a leader in civil engineering is a result of our cultural emphasis on developing and maintaining long-term relationships.

Strategically aligned to meet our clients' needs, Dibble is organized into the following specialized Practices:

- Water Resources
- Transportation
- Survey/GIS
- Drainage & Flood Control
- Airport Infrastructure
- Infrastructure Rehabilitation
- Site Infrastructure

Dibble's association with the City dates back to 2001. We have partnered with the City on 30 projects and have developed long-term, respected relationships with City staff.

### Personnel

We take great pride in our personnel as they are Dibble's greatest asset. Dibble employs a well-balanced staff of 76 including engineering, surveying, construction, and administrative professionals. We have 26 PEs, 4 RLSs, 6 surveyors, 13 EITs, 13 CAD Technicians, and 14 administrative personnel. The depth of our experience and the expertise of our engineers and technical specialists provides Dibble with the resources to effectively respond and commit to this project.

### RELEVANT EXPERIENCE

The Dibble Team proposed herein has a proven record of success providing engineering services for water distribution systems, wastewater systems, transportation, traffic, surveying, hydrology/hydraulics, and GIS projects. The following projects highlight our experience in various disciplines and details are provided below.

#### Water Distribution Systems



**City of Avondale: Gateway Facility (Well 8A, Treatment System, Reservoir, and Booster Pump Station) and 16-Inch Water Transmission Main.** Dibble provided design engineering and construction management services for the relocation of Well Site 8, including construction of a new well, a nitrate removal system, a prestressed concrete reservoir, and a booster pump station in the vicinity of McDowell Road and 99th Avenue.

Approximately 4,000 linear feet of 12-inch and 16-inch water transmission mains were designed and constructed to tie the new facility into the City's distribution system. **Reference:** Lari Spire, 623.333.4423

**City of Avondale: Well No. 24 Design and Construction Administration.** Dibble provided design services for well equipping and site improvements for Well No. 24. Site features include a vertical turbine well pump, a vortex desander, a chlorination system, electrical and control equipment, a standby generator, and other appurtenant equipment. Facility design also included coordination with the well driller and adjacent commercial development. The project also included design of

approximately 3,100 linear feet of 16-inch raw water transmission pipeline to carry raw well water from the well to the Gateway reservoir and booster station facility. The pipeline design included coordination with the adjacent landowner for easement acquisition and coordination with the Roosevelt Irrigation District (RID) for canal crossing requirements and easement acquisition. **Reference:** Marilyn DeRosa, 623.478.3000

**City of Avondale: Old Town Library Waterline Relocation.** Dibble provided design and construction phase services for the relocation of 500 linear feet of existing waterlines in support of the construction of a new library facility. **Reference:** Chris Reams, 623.478.3000



**City of Avondale: Agua Fria Water Transmission Main.** Dibble provided design engineering services for approximately 6,300 linear feet of 20-inch

water transmission main along the east side of the Agua Fria River from Van Buren Street to McDowell Road. These services included topographic survey, mapping, geotechnical investigation, a design report, coordination of utility potholing, preliminary/final design and plan preparation, estimate of probable construction cost, specifications, and utility/agency coordination. The design included a system connection to the existing 20-inch water transmission main in McDowell Road and a telemetry-controlled valve for filling the reservoirs at the Coldwater Springs Booster Station. Coordination with the Arizona Department of Transportation (ADOT) was required for the jack and bore crossing of I-10 right-of-way. Another jack and bore installation, coordinated with

the Flood Control District of Maricopa County, was required beneath two parallel drainage channels on the north side of I-10. **Reference:** Lari Spire, 623.333.4423

## Wastewater Systems



**City of Goodyear: Bullard Avenue Sewer as the Lead Engineer for the Design-Build Team.** Dibble provided design and construction phase services for

approximately 6,200 linear feet of new 36-inch interceptor sewer. The new sewer, located along Bullard Avenue between Lower Buckeye Parkway and Estrella Parkway, completes an important link in the City's regional sewer collection system. Comprehensive stakeholder coordination was critical to the success of the project; including coordination with multiple municipal agencies, RID, and multiple adjacent private and public developers associated with the construction of the City's Spring Training Baseball Facility. **Reference:** Steve Lampert, 623.882.7607

**City of Goodyear: Citrus Road Sewer as a subconsultant.** Dibble designed two miles of sanitary sewer pipeline on Citrus Road between McDowell and Indian School Roads. **Reference:** Steve Lampert, 623.882.7607

**Town of Queen Creek: Sossaman Road Roadway, Drainage, and Sewer Improvements.** Dibble designed approximately 2,700 linear feet of 15-inch and 3,700 feet of 18-inch sanitary sewer for the Town of Queen Creek. The new sewer, which functions as a trunk sewer, is located along Sossaman

Road between Sonoqui Wash and Riggs Road. The project design included significant coordination with conceptual roadway and drainage improvements to ensure that the sewer design will not conflict with planned roadway widening, storm drain and channel improvements. The project was constructed under a Construction Manager at Risk delivery method to expedite the schedule, and the sewer was put into service approximately two months ahead of the required completion date. **Reference:** Greg Wristen, 480.358.3149

## Transportation Engineering



**City of Avondale: 9th Street Improvements.** Dibble provided the design for a new roadway with drainage and sewer facilities in 9th

Street, a 1,100-foot collector street, in the vicinity of Buckeye and Dysart Roads. The roadway improvements include a two-lane section from Riley Drive to Western Avenue. Drainage design includes pavement drainage as well as culvert design. The sewer line will provide service to several parcels located approximately 700 feet south of Riley Drive. Geotechnical and street lighting were also included in the scope.

**Reference:** Chris Hamilton, 623.333.4218



**City of Avondale: Van Buren Street and Dysart Road Intersection Improvements.** Dibble prepared a roadway design concept study for Van Buren Street from Central

Avenue to El Mirage Road. The study defined a six-lane major urban arterial for this growing corridor. The study led to final design plans for the widening

of Van Buren Street at Dysart Road for eastbound dual left-turn lanes and westbound right-turn lanes. The project impacts APS 69kV poles, RID irrigation system, and a well site. Coordination with the City of Goodyear was required. **Reference:** Paul Lopez, 623.333.4219

**City of Goodyear: Bullard Avenue Realignment.** Dibble provided design services of roadway, drainage, and waterline elements for approximately 1/2-mile of Bullard Avenue and 1/4-mile of Goodyear Boulevard. The City completed these improvements to prepare for the new baseball training facilities. Dibble provided roadway, drainage, and traffic design for Bullard Avenue to connect the existing four lane roadway with a new section to the south. Goodyear Boulevard, just southeast of Yuma Road and Estrella Parkway, was designed to become a loop road to create the "City Center". Dibble's design effort for this six-lane roadway included drainage, water line, and traffic. Close coordination with the City of Goodyear and area developers was required to complete this project on schedule for the opening of the new spring training facilities. **Reference:** Al Gonzales, 623.882.7503

## Traffic Engineering

**City of El Mirage: El Mirage Speed Study.** Dibble is assisting the City in evaluating appropriate posted speed limits on the major arterial roadway segments listed below. **Reference:** Jorge Gastelum, 623.876.2976

- Dysart Road from Northern Avenue to Greenway Road
- El Mirage Road from Northern Avenue to 1/2-mile north of Greenway Road
- Northern Avenue from 1/4-mile west of Dysart Road to 1/2-mile east of El Mirage Road



- Olive Avenue from ½-mile west of Dysart Road to ¼-mile east of El Mirage Road
- Peoria Avenue from ½-mile west of Dysart Road to ¼-mile east of El Mirage Road
- Cactus Road from Dysart Road to 115th Avenue
- Thunderbird Road from Dysart Road to 115th Avenue
- Greenway Road from Dysart Road to El Mirage Road
- Thompson Ranch Road from Thunderbird Road to Greenway Road

**Maricopa County Community College District: Scottsdale Community College Traffic Signal and Loop Road Design.** Dibble provided loop road design for Phase 1, the eastbound left-turn lane into entrance one, construction management services, signal design, and coordination with the Salt River Pima-Maricopa Indian Community, ADOT, and the Maricopa Department of Transportation. **Reference:** Arlen Solochech, 480.731.8232



**City of Scottsdale: Indian School Road, Drinkwater Boulevard to Pima Road, Roadway Improvements.** Dibble provided design for improvements to approximately two miles of Indian

School Road from Drinkwater Boulevard to Pima Road. The improvements included assessing the operational feasibility of a reversible center lane for the Indian School Road corridor in Scottsdale. The operational analysis of the corridor and its major intersections was performed in SYNCHRO 7. Since the City's travel demand model is not designed to

evaluate reversible-lane conditions, traffic volumes for the analysis were developed using a set of customized model scenarios, which included different combinations of extra through lanes and left-turn restrictions, to simulate the volumes in the two daily peak hours under reversible-lane operations. **Reference:** Annette Grove, 480.312.2399

### Surveying

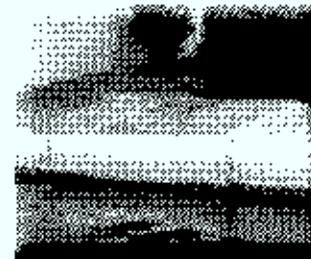
**City of Avondale: 107th Avenue Surveys.** Dibble provided a boundary survey and legal descriptions for the Northeast Booster Pump Station and treatment building parcels. **Reference:** Lari Spire, 623.333.4423

**City of Avondale: Benchmark Inventory.** Dibble completed Benchmark data as provided by the City to compare to the Maricopa County Geodetic Densification and Cadastral Survey Results of Surveys to compile data for future updates to the City of Avondale Control Networks. The Maricopa County corner location format was used to identify corners by Township, Range, Section number and corner location. The City of Avondale NGVD29 elevations were compared to the calculated Maricopa County NGVD29 elevations. Any benchmark that fell outside the accepting criteria of 0.30 feet of difference between the calculated and published elevations has been deemed as a possible unreliable elevation. **Reference:** Lari Spire, 623.333.4423

**City of Avondale: GPS Training.** Dibble provided advanced GPS training for City of Avondale staff. Training was conducted on Topcon GPS hardware and processing software in support of surveying tasks that support a GPS mapping program of underground utility appurtenances and possible cadastral, as built, and topographic mapping tasks. **Reference:** Lari Spire, 623.333.4423

### Hydrology/Hydraulics

**City of Avondale: Areawide AZPDES Permit.** Dibble prepared a Notice of Intent (NOI) and supplementary documentation to obtain a permanent Areawide De Minimus Permit from the Arizona Department of Environmental Quality in compliance with the Arizona Pollution Discharge Elimination System. The Areawide Permit authorized periodic discharges from Well 8 and all other wells with limited discharges from operation along with other periodic low volume discharges associated with operation of the City's water system (e.g. reservoir overflows, well pumpout and maintenance, line breaks, hydrant flushing, etc.) The Areawide Permit NOI required documentation of the source, nature, and estimated volume associated with potential discharges. In addition, it requires documentation of Best Management Practices (BMPs) designed to minimize the potential for contamination of downstream receiving waters. **Reference:** Steve Ruppenthal, 623.333.4433



**City of Avondale: Garden Lakes Drainage Improvement Study.**

The drainage structures (catch basins and connector pipes) draining to the south lake in the Garden Lakes community

experienced a stagnant (ponding) water condition. The City needed to eliminate this condition due to vector control issues. The City's preferred solution was to simply remove the baffle that separated the lake water from the culvert water, allowing the ponding water to enter the lake. Dibble conducted a study to ensure that the proposed solution would not create an adverse impact to system capacity. The portion of

the community studied consisted of parcels 19 and 30, which drain to the lake via five pipes. **Reference:** Scott Tkatch (formerly with the City of Avondale), 928.777.1140

**Sundt Construction, Inc.: Avondale Boulevard Drainage Study as a subconsultant.** Dibble provided a drainage study for the Avondale Civic Center property owned by Sundt. **Reference:** Bill Lies, 480.293.3000

### GIS Programs

**City of Avondale: GIS Data Maintenance and Special Projects.** Dibble provided GIS data maintenance and support, database design, development of ArcIMS website, equipment specification for the GPS base station, and software/hardware requirement recommendations. **Reference:** Lari Spire, 623.333.4423



### Maricopa County Department of Transportation: Scalloped Streets Candidate Assessment Report.

The purpose of the project was to identify and prioritize segments of scalloped streets in the southeast Valley for widening improvements. These scalloped streets create bottlenecks, add congestion, and slow down traffic since they do not have the capacity to meet current traffic demands. The evaluation of scalloped streets was accomplished using GIS and project prioritization was performed using Microsoft Access. The project area is bounded by Hunt Highway to the south, I-10 to the west, the Salt River to the north, and Meridian Road to the east. Within the study area, there are over 130 miles of scalloped streets, including over 104 miles of arterial streets and 26 miles of collector

streets. Of these 130 miles, 15.8 miles are classified as high priority for improvements due to accident history, traffic congestion, and safety concerns. About 44.6 miles have a medium priority while 69.7 miles have a low priority. **Reference:** Bob Woodring, 602.506.1766

**City of Phoenix PSHIA: Airport Drainage Master Plan Update.** Dibble is providing engineering and master planning services to update the Airfield Drainage Master Plan (DMP), prepared in February 2001, and is necessary due to extensive airport expansion plans. The DMP Update will be used as a planning and programming tool to coordinate construction of the storm drainage system in conjunction with other airport infrastructure upgrades that are planned over the next 10 years.



Work consists of verifying and updating existing storm drain facilities information within the airport operating area and areas of proposed expansion; investigating and identifying drainage issues through the development of a storm water system computer model; developing recommended storm drainage infrastructure; and creating schematics of the approved projects. Drainage facilities are compiled in a GIS database, with detailed graphic representations tied to a database of information for each facility feature. This database will be included in the Phoenix Sky Harbor International Airport comprehensive GIS system that is currently under development. The project includes developing a five-year and ten-year drainage improvement CIP Program

with budgets and scopes of work for individual civil design consultant procurements. **Reference:** Dave Hensley, 602.273.3338

### Improvement District Administration



**Town of Queen Creek: Ellsworth Loop Road Improvement District (ID).** Dibble completed the design of over four miles of roadway: Ellsworth Loop Road from

north of Chandler Heights Road to Queen Creek Road and Rittenhouse Road from east of Hawes Road to Ocotillo Road. Ellsworth Loop Road was designed as a by-pass route for trucks and commuter traffic and provides access for proposed commercial developments. Most of the roadway was designed with six travel lanes and a raised median. The design includes a depressed intersection at Ellsworth Loop and Rittenhouse Roads that required a major bridge structure design to take Ellsworth Loop Road under the existing Union Pacific Railroad track. Work also included a new bridge structure crossing the Queen Creek Wash. The project was built utilizing funds from one of the largest improvement districts to date in Arizona. The design contract involved many disciplines including transportation, drainage, traffic, mapping, water resources, geotechnical, environmental, structures, and landscape architecture. **Reference:** Dick Schaner, 480.358.3136

**Cochise County: Babocomari Improvement District.** Developers of the Babocomari Land Grant near Whetstone formed the Babocomari Development Association to facilitate the development of approximately 3.5 square miles. The Babocomari ID was formed to design and construct the roadway and drainage backbone

for the area. Dibble was selected as the District Engineer and was responsible for the design of approximately four miles of roadway and drainage improvements. The development area abuts SR 90 and includes the design of three traffic signals at SR 90. Significant coordination efforts with the Babocomari Development Association and ADOT were required. Dibble functioned as a department head for Cochise County, reporting directly to the Board of Supervisors, which also serves as the ID Board. **Reference:** Patricia Morris, 520.432.9322

**City of Peoria: East Paradise Lane Improvement District.** Dibble provided assessment engineering, design and construction administration services for the East Paradise Lane ID. The ID was formed to complete one mile of roadway improvements including alignment studies; right-of-way delineation; traffic signalization; landscaping and irrigation improvements; two bridges over Skunk Creek; 4,000 linear feet of 12-inch waterline; 3,600 linear feet of 12-inch sanitary sewerline and 600 linear feet of 8-inch sewerline; 1,500 linear feet of 24-inch storm drain; and 1,800 linear feet of channel improvement. This project also included coordination with local business and property owners. Dibble provided assessment engineering services that included assessment diagrams, assessment methodology, assessment spreads, and benefit analysis for the formation of the ID. **Reference:** Dave Moody, 623.773.7367

#### ***DIBBLE'S LEGAL ORGANIZATION***

Dibble Engineering is a wholly-owned Arizona corporation with our corporate office in Phoenix, Arizona. There is no separate parent organization.

#### ***DIBBLE'S IDENTIFICATION INFORMATION***

<b>Legal Name</b>	Dibble & Associates Consulting Engineers, Inc. (dba Dibble Engineering)
<b>Address</b>	7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020
<b>Legal Form</b>	Wholly-Owned Arizona Corporation
<b>Point-of-Contact</b>	Kevin Roberts, PE Contract Manager
<b>Address</b>	2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395
<b>Phone / Fax</b>	623.935.2258 / 623.935.2361
<b>Principal Office Location</b>	7500 N. Dreamy Draw Drive, Suite 200, Phoenix, AZ 85020
<b>West Valley Office Location</b>	2440 N. Litchfield Road, Suite 210, Goodyear, AZ 85395

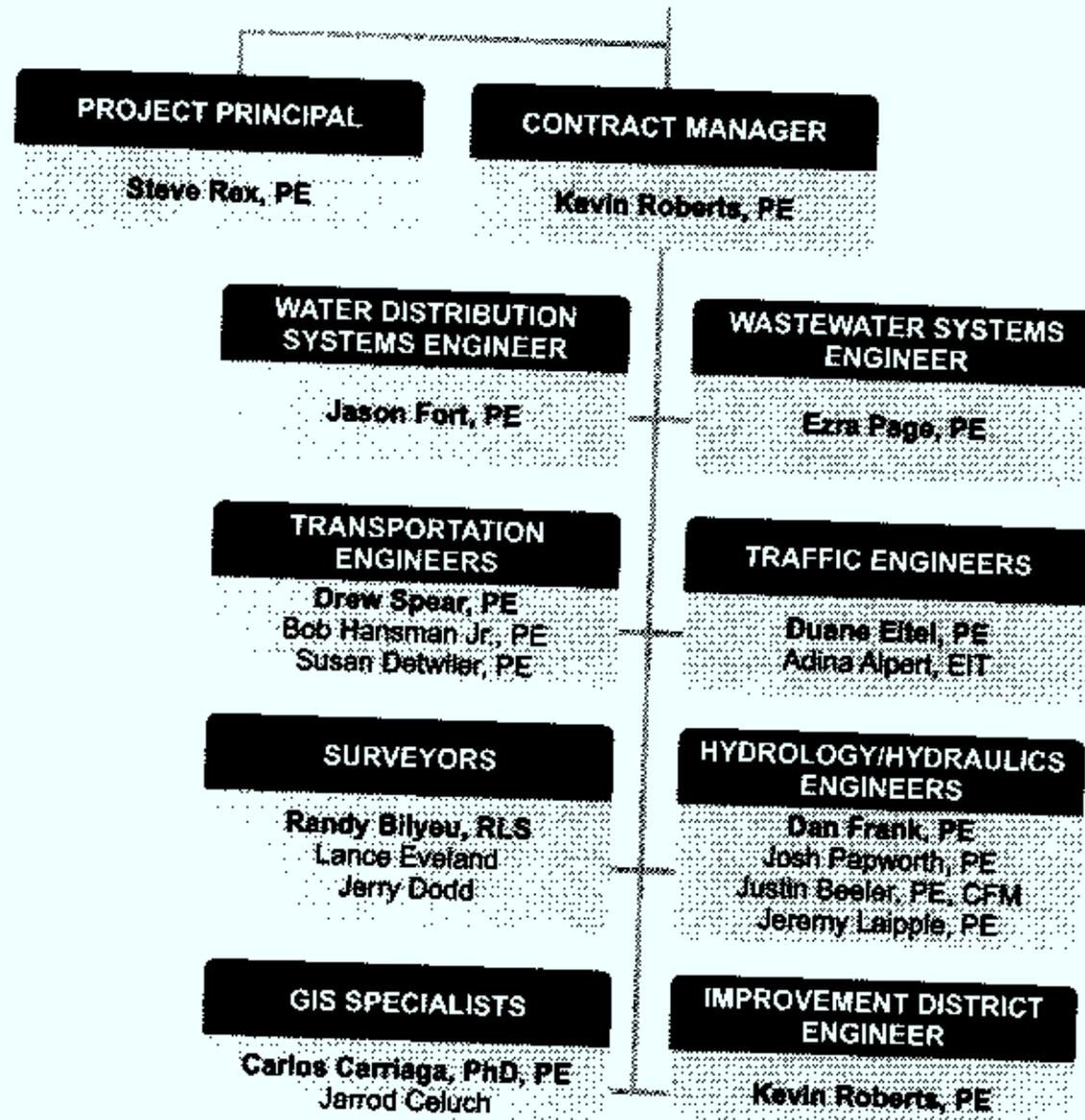


# PERSONNEL QUALIFICATION AND PERTINENT EXPERIENCE



## PERSONNEL QUALIFICATION AND PERTINENT EXPERIENCE

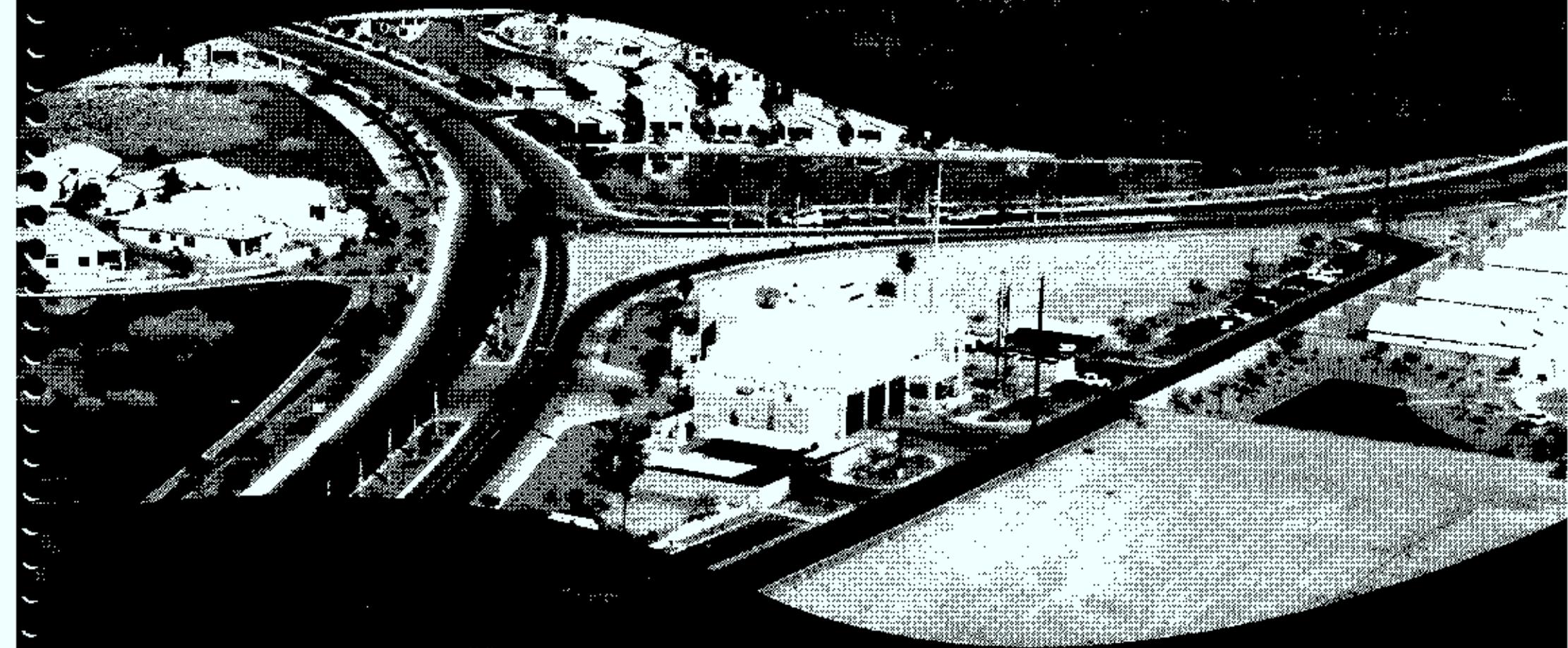
Dibble offers a diverse team of skilled professionals who have the qualifications, recent and related experience, and the expertise in their respective fields to successfully complete any tasks that may be assigned under this contract. For a breakdown of the Dibble Team among disciplines, see the Project Team Organization Chart to the right. The table on pages 11 and 12 details each team member's experience based on the categories listed in each discipline. Resumes for key team members (bolded on the organizational chart) are in the attached appendix.



Discipline Categories	S. Rex, PE	K. Roberts, PE	J. Fort, PE	E. Page, PE	D. Spear, PE	B. Hansman Jr., PE	S. Detwiler, PE	R. Bilyeu, RLS	L. Eveland	J. Dodd	D. Eitel, PE	A. Alpert, EIT	D. Frank, PE	J. Papworth, PE	J. Beeler, PE, CFM	J. Laipple, PE	C. Carriaga, PhD, PE	J. Celuch
Years of Experience	23	13	9	10	22	24	11	36	14	9	30	3	14	12	7	5	29	7
<b>Water Distribution Systems</b>																		
Feasibility Studies	X		X	X														
Wells	X		X															
Distribution Systems	X		X	X														
Pump Stations	X		X															
Storage Facilities	X		X	X														
Treatment Plants	X		X															
<b>Wastewater Systems</b>																		
Studies	X		X	X														
Collection System Design	X		X	X														
Disposal System Design	X																	
Treatment Plants	X																	
Lift Stations	X		X															
<b>Transportation Engineering</b>																		
Roadway Improvements	X	X			X	X	X				X							
Master Plans		X			X	X					X							
Transportation Planning					X	X					X							
Traffic Calming					X						X	X						
Intersection Design	X	X			X	X	X				X							
<b>Traffic Engineering</b>																		
Multi-modal Systems					X		X				X							
Traffic Studies					X						X	X						
Traffic Safety					X						X	X						
Intelligent Transportation Systems (ITS)											X	X						
Traffic Operations											X	X						

Discipline Categories	S. Rex, PE	K. Roberts, PE	J. Fort, PE	E. Page, PE	D. Spear, PE	B. Hansman Jr., PE	S. Detwiler, PE	R. Bilyeu, RLS	L. Eveland	J. Dodd	D. Eitel, PE	A. Alpert, EIT	D. Frank, PE	J. Papworth, PE	J. Beeler, PE, CFM	J. Laipple, PE	C. Carriaga, PhD, PE	J. Celuch
Years of Experience	25	13	9	10	22	24	11	36	14	9	30	3	14	12	7	5	29	7
<b>Surveying</b>																		
Topographic and Boundary Surveys																		
Construction Staking								X	X	X								
As-Built Surveys								X	X	X								
Right-of-Way and Easement Investigation								X	X	X								
ALTA Surveys								X	X	X								
Legal Descriptions								X	X	X								
Hydrology/Hydraulics								X		X								
Master Plans		X																
Hydrology Studies		X											X	X	X	X	X	
Storm Water Drainage Facility Design		X											X	X	X	X	X	
<b>GIS Programs</b>													X	X	X	X	X	
Data Collection and Development																		
Map Compilation																	X	X
Transformation																	X	X
Systems Integration																	X	X
<b>Improvement District Administration</b>																	X	X
Roadway	X	X			X		X											
Water	X	X	X		X													
Wastewater	X	X	X	X	X													
Drainage Systems	X	X			X													
Parks		X										X	X				X	
Other Types of Infrastructure	X	X	X		X													

# APPENDIX



**V. VENDOR INFORMATION FORM**

By sending a Statement of Qualifications, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions, and, if awarded the Agreement, agrees to be bound thereto.

Dibble Engineering  
FIRM SUBMITTING SOQ

86-0180445  
FEDERAL TAX ID NUMBER

Steven E. Rex, PE, Chief Operations Officer

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

2440 N. Litchfield Road, Suite 210  
ADDRESS

623.935.2258      623.935.2361  
TELEPHONE      FAX #

Goodyear      AZ      85395  
CITY      STATE      ZIP

April 16, 2008  
DATE

WEB SITE: www.dibblecorp.com

EMAIL ADDRESS: steve.rex@dibblecorp.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?  
If yes, please provide details and documentation of the certification.

## KEVIN ROBERTS, PE

### *Contract Manager/Improvement District Engineer*

#### Experience

Kevin has 13 years of civil engineering experience, is a Vice President of Dibble, and is Office Manager of Dibble's West Valley office. He has worked on many elements of transportation and drainage projects, including major and minor roadway design, storm drain design, detention/retention basin design, culvert analysis and design, open channel design, floodplain evaluation and delineation, drainage master plans, energy dissipater design, and 404 Permitting. *Kevin will serve as Contract Manager and is the main point-of-contact for the Dibble Team.* As projects are received as part of this contract, they will be assigned to the most appropriate project manager at Dibble. Kevin will continue to be involved on those projects to ensure the City's needs and project schedule are met.

Kevin has managed several on-call contracts. He has significant experience managing projects requiring roadway design, street light design, utility design, traffic signal design, drainage design, coordination with adjacent private residential and commercial developers, utility coordination, and managing sub-consultants.

- **Cochise County: Babocomari Improvement District.** Kevin served as Project Manager for the design of approximately 4 miles of roadway and drainage improvements. The development area abuts State Route 90 and includes the design of three traffic signals at SR 90. This project included significant coordination efforts with the Babocomari Development Association and with the Arizona Department of Transportation.
- **Town of Queen Creek: Ellsworth Loop Road Improvement District.** As Deputy Project Manager, Kevin provided the design of four miles of roadway: Ellsworth Loop Road from Chandler Heights Road to Queen Creek Road and Rittenhouse Road from Hawes Road to Ocotillo Road. The Ellsworth Loop Road is used as a bypass route for trucks and commuter traffic to avoid traveling through downtown Queen Creek, and also provides

access for significant proposed commercial developments within the Town. The project included a depressed intersection at Ellsworth Loop and Rittenhouse Roads that required a major bridge structure design to take Ellsworth Loop Road under the existing Union Pacific Railroad track. There was also a bridge structure crossing the Queen Creek Wash. This project was built utilizing funds from one of the largest improvement districts in Arizona. The design contract involved many disciplines including transportation, drainage, water resources, structures, traffic, geotechnical, mapping, and environmental/landscape architecture.

- **City of Goodyear: Bullard Avenue Realignment.** Kevin served as Project Engineer for the roadway improvements that included new asphalt concrete pavement, center median islands on Bullard Avenue and City Center Loop Road, curb, gutter, sidewalk, and sidewalk

# Dibble Engineering

#### Company Title

Vice President/West Valley Office Manager

#### Education

BS, Civil Engineering, Arizona State University, 1995

#### Registrations

Arizona, Professional Engineer, No. 34600

#### Affiliations

Arizona Floodplain Management Association

ramps. This project also included field survey, streetlight design, traffic signal conduit and pull boxes, pavement marking and signing, and geotechnical investigations. The roadway design was based on roadway geometrics provided by the City of Goodyear.

- **City of Tolleson: 91st Avenue Improvements, Van Buren Street to I-10.** As Meeting Facilitator, Kevin provided public meeting facilitation to gain consensus on the design of roadway widening, utility relocations, landscaping, and side road realignment improvements along 91st Avenue from Van Buren Street to I-10. These improvements increased safety, capacity, and operations while preserving the corridor's history.
- **Flood Control District of Maricopa County: Buckeye Area Drainage Master Plan.** Kevin served as Meeting Facilitator for this study to quantify the extent of flooding problems and develop alternative solutions to flooding problems. There were two major objectives of the study. The first was to develop a plan to control runoff to prevent flood damage in the watershed. The second is to develop an implementation plan to manage the interim condition due to discontinuous development in order to preserve the ability to provide protection to lands downstream from 100-year flood events. The plan developed and identified preliminary costs, alignments, typical sections, right-of-way requirements, utility conflicts, aesthetic/landscape themes, and potential project participants for the preferred alternatives.
- **Town of Buckeye: Downtown Storm Drain.** Kevin served as Project Manager for the Downtown Storm Drain Improvement project to assess the flooding problems within the downtown area and to provide a public system for flood relief. The Town did not have a dedicated outfall. Dibble provided professional engineering services to complete the design and construction of the Buckeye Regional Basin System and Downtown Storm Drain Improvements within the Town's downtown area and evaluated possible alternatives of retention and conveyance requirements. The regional basin system was designed to retain the 100-year 2-hour storm event and convey the 10 year storm event.
- **Flood Control District of Maricopa County: Doubletree Ranch Road Drainage and Roadway Improvements as a subconsultant.** Kevin served as Project Engineer on the Doubletree Ranch Road Storm Drain Project in the Town of Paradise Valley. He was responsible for the design and construction plans for all of the storm drains and drainage structures along Butler Drive, 52nd Street and 56th Street, including the complicated box culvert/diversion structure at 56th Street and Cherokee Wash.
- **City of Mesa: Elliot Road/Signal Butte Drainage Improvements.** As Project Engineer, Kevin was responsible for the design of two culvert crossings intended to upgrade the conditions of two existing dip crossings.
- **Pinal County: Valley of the Sun Estates Drainage Evaluation.** As Project Manager, Kevin conducted the drainage evaluation of the Valley of the Sun Estates area in Pinal County, which involved the evaluation of existing drainage conditions, identification of drainage problems, and the recommendation of solutions.
- **City of Mesa: Elliot Road/Signal Butte Drainage Improvements.** As Project Engineer, Kevin was responsible for the design of two culvert crossings to upgrade the conditions of two existing dip crossings.
- **City of Mesa: Signal Butte Road Extension.** As Project Engineer, Kevin was responsible for the design of 1.25 miles of roadway from Elliott Road to Baseline Road, as well as several culvert crossings at washes. This project involved extending Signal Butte Road from Sunland Springs Village on the north to Elliot Road on the south to provide quicker access to residences for emergency vehicles.
- **Maricopa County Department of Transportation: Dobson Road Bridge Design Concept Report as a subconsultant.** Kevin served as Drainage Engineer for river hydraulic support for a design concept report, 40% plans, and right-of-way plans to provide bridge crossing over the Salt River at Dobson Road, McKellips Road, and Gilbert Road. This project also involved improvements of McKellips Road from SR 101 to Alma School Road.

# STEVE REX, PE

## Project Principal

### Experience

Steve has 23 years of experience providing consulting engineering services to public entities and serves as the Chief Operations Officer at Dibble. Steve has worked with the City's Water Services Department on a number of sewer and water projects and is very familiar with the City's requirements, procedures, and standards. His proven experience and relationships with City staff will ensure smooth, predictable project performance. In the capacity of Project Principal, Steve has the authority to ensure that adequate personnel and resources will be applied to this project.

- **City of Avondale: Agua Fria Water Transmission Main.** As Project Manager, Steve's responsibilities included providing design engineering services for approximately 6,300 linear feet of 20-inch water transmission main along the east side of the Agua Fria River from Van Buren Street to McDowell Road. These services included topographic survey, mapping, geotechnical investigation, design report, coordination of utility potholing, preliminary/final design and plan preparation, probable construction cost, specifications, and utility/agency coordination. Design included a system connection on the existing 20-inch water transmission main in McDowell Road and a telemetry-controlled valve for filling the reservoirs at the Coldwater Springs Booster Station. Coordination with the Arizona Department of Transportation was required for the jack and bore crossing of I-10 right-of-way. A second jack and bore installation was coordinated beneath the drainage channels under the jurisdiction of the Flood Control District of Maricopa County.
- **City of Avondale: Areawide AZPDES Permit.** Steve served as Project Principal and provided Quality Assurance/Quality Control for a Notice of Intent (NOI) and supplementary

documentation to obtain a permanent Areawide De Minimus Permit from the Arizona Department of Environmental Quality in compliance with the Arizona Pollution Discharge Elimination System. The Areawide Permit authorized periodic discharges from Well 8 and all other wells having limited discharges associated with their operation along with other periodic low volume discharges associated with operation of the City's water system (e.g. reservoir overflows, well pumpout and maintenance, line breaks, hydrant flushing, etc.) The Areawide Permit NOI required documentation of the source, nature, and estimated volume associated with potential discharges. In addition, it requires documentation of Best Management Practices (BMPs) designed to minimize the potential for contamination of downstream receiving waters.

- **City of Avondale: Bohne Water System Improvements.** Steve served as Quality Assurance/Quality Control Reviewer for design and construction services for approximately 1,000 linear feet of 8-inch waterline along Pioneer Drive. This project also included an as-built survey of new waterlines that were installed along Whyman and Bohne Circles.

# Dibble Engineering

### Company Title

Chief Operations Officer

### Education

BS, Civil Engineering, University of Wyoming, 1984

### Registration

Arizona, Professional Engineer, No. 24019

### Affiliations

American Council of Engineering Companies

American Public Works Association

American Society of Civil Engineers

American Water Works Association

Arizona Water & Pollution Control Association

Professional Services Management Association

- **City of Avondale: Coldwater Park Waterline Relocation.** Steve served as Project Principal for design and construction phase services for the relocation of approximately 1,100 linear feet of 12-inch water distribution main. The project also included boundary and ATLA/ACSM surveys of the parcel.
- **City of Avondale: Field Operations Facility Survey.** Steve served as Project Manager overseeing the ALTA/ACSM land title survey and land planning preparations on the future site of the City of Avondale's Field Operations Facility.
- **City of Avondale: Gateway Facility (Well 8A, Treatment System, Reservoir, and Booster Pump Station) and 16-Inch Water Transmission Main.** As Project Manager, Steve provided the design engineering and construction management services for the relocation of Well Site 8 including construction of a new well facilities, a reservoir, a booster pump station, and wellhead treatment in the vicinity of McDowell Road and 99th Avenue. Approximately 4,000 linear feet of 16-inch and 12-inch water distribution main was required to connect the new Well 8A, the booster pump station and the reservoir to the existing water distribution system. This project was constructed using the Construction Manager at Risk delivery method. Dibble assisted the City during contractor selection and Guaranteed Maximum Price negotiations. This project was selected for the 2004 APWA Project of the Year for Environmental Projects in the \$2 - \$10 Million category.
- **City of Avondale: GIS Data Maintenance and Special Projects.** As Project Principal, Steve oversaw the GIS data maintenance and support, database design, development of ArcIMS website, equipment specification for the GPS base station, and software/hardware requirement recommendations for this project.
- **City of Avondale: Northside Booster Station Generator Improvements.** Steve served as Quality Assurance/Quality Control Reviewer on this project which involved the design and construction phase services for the installation of an emergency back-up power generator at an existing booster pump station site. Associated electrical improvements were also included in the project.
- **City of Avondale: Old Town Library Waterline Relocation.** Steve served as Project Principal for the design and construction phase services for the relocation of 500 linear feet of existing waterlines in support of the construction of a new library facility. This project used the Design-Bid-Build delivery method.
- **City of Avondale: Rio Vista/Calle Hermosa Waterline Relocation.** Steve served as Project Principal providing design and construction phase services for the relocation of 900 linear feet of 12-inch water distribution main along Calle Hermosa Drive in the Rio Vista subdivision in Avondale. This project used the Design-Bid-Build delivery method.
- **City of Avondale: Two On-Site Sodium Hypochlorite Generation Systems.** As Project Principal, Steve oversaw the design and construction administration services for the installation of on-site sodium hypochlorite generation systems for water disinfectant generation at existing Rancho Santa Fe and North Side reservoir and booster pumping station sites.
- **City of Avondale: Well No. 2 RID Conversion.** Steve served as Project Manager for an ALTA survey, a Phase I environmental study, topographic survey, design plans and specifications for approximately 1,200 feet of 12-inch waterline and delivery structure to convey water from the converted well to an RID conveyance facility.
- **City of Avondale: Well No. 24 Design and Construction Administration.** Steve served as Project Principal for the design and construction administration services provided for well equipping and site improvements at an existing potable water well. Site features include well pump, vortex desander, chlorination system, electrical and control equipment, standby generator and other appurtenant equipment. The project scope included construction observation and administration services which were provided by Oridian. This project was delivered under the Design-Bid-Build delivery method.

# JASON FORT, PE

## Water Distribution Engineer

### Experience

Jason has nine years of civil engineering experience in water resources and will provide the design of water system facilities. His experience includes water distribution and transmission systems, gravity sanitary sewer systems, infrastructure rehabilitation, sanitary sewage lift stations, municipal water supply wells, reservoirs, wellhead treatment, state highway and local road widening, storm water conveyance systems, and storm water detention systems.

#### ■ **City of Avondale: Areawide AZPDES Permit.**

Jason served as Project Engineer to provide a Notice of Intent (NOI) and supplementary documentation to obtain a permanent Areawide De Minimus Permit from the Arizona Department of Environmental Quality in compliance with the Arizona Pollution Discharge Elimination System. The Areawide Permit authorized periodic discharges from Well 8 and all other wells having limited discharges associated with their operation along with other periodic low volume discharges associated with operation of the City's water system (e.g. reservoir overflows, well pumpout and maintenance, line breaks, hydrant flushing, etc.) The Areawide Permit NOI required documentation of the source, nature, and estimated volume associated with potential discharges. In addition, it requires documentation of Best Management Practices (BMPs) designed to minimize the potential for contamination of downstream receiving waters.

#### ■ **City of Avondale: Bohne Water System Improvements.** As Project Manager, Jason was responsible for providing design and construction services for approximately 1,000

linear feet of 12-inch waterline along Pioneer Drive in Avondale. This project also included an as-built survey of new waterlines that were installed along Whyman and Bohne Circles.

#### ■ **City of Avondale: Coldwater Park Waterline Relocation.** Jason served as Project Engineer for design and construction phase services for the relocation of approximately 1,100 linear feet of 12-inch water distribution main. The project also included boundary and ATLA/ACSM surveys of the parcel.

#### ■ **City of Avondale: Gateway Facility (Well 8A, Treatment System, Reservoir, and Booster Pump Station) and 16-Inch Water Transmission Main.** Jason served as Project Engineer for the design engineering and construction management services for the relocation of Well Site 8 including construction of a new well facility, a reservoir, a booster pump station, and wellhead treatment in the vicinity of McDowell Road and 99th Avenue. Approximately 4,000 linear feet of 16-inch and 12-inch water distribution main was required to connect the new Well 8A, the booster pump station and the reservoir to the existing water distribution system. This project was

# Dibble Engineering

### Company Title

Project Manager

### Education

MS, Civil and Environmental Engineering, University of Wisconsin-Madison, 2000

BS, Environmental Engineering, Michigan Technological University, 1998

Certification, Pipeline Assessment Certification Program (PACP), Certification No. U-104-1036, 2005

### Registration

Arizona, Professional Engineer, No. 40280

### Affiliations

American Public Works Association

American Society of Civil Engineers

American Water Pollution Control Association

American Water Works Association

ASCE - Younger Members Forum

Construction Management Association of America

constructed using the Construction Manager at Risk delivery method. Dibble assisted the City during contractor selection and Guaranteed Maximum Price negotiations. This project was selected for the 2004 APWA Project of the Year for Environmental Projects in the \$2 - \$10 Million category.

- **City of Avondale: Northside Booster Station Generator Improvements.** As Project Manager, Jason provided design and construction phase services for the installation of an emergency back-up power generator at an existing booster pump station site. Associated electrical improvements were also included in the project.
- **City of Avondale: Old Town Library Waterline Relocation.** Jason served as Project Manager for the design and construction phase services for the relocation of 500 linear feet of existing waterlines in support of the construction of a new library facility. This project used the Design-Bid-Build delivery method.
- **City of Avondale: Rancho Santa Fe Reservoir Feasibility Study.** Jason served as Project Manager for a feasibility study to determine the ultimate reservoir capacity available at the Rancho Santa Fe Booster Station.
- **City of Avondale: Rio Vista/Calle Hermosa Waterline Relocation.** Jason served as Project Manager providing design and construction phase services for the relocation of 900 linear

feet of 12-inch water distribution main along Calle Hermosa Drive in the Rio Vista subdivision in Avondale.

- **City of Avondale: Two On-Site Sodium Hypochlorite Generation Systems.** As Project Manager, Jason provided the design and construction administration services for the installation of on-site sodium hypochlorite generation systems for water disinfectant generation at existing Rancho Santa Fe and North Side reservoir and booster pumping station sites.
- **City of Avondale: Well 20.** As Project Manager, Jason provided the design and construction phase services for the installation of a new potable water well located along El Mirage Road north of Indian School Road. Phase 1 of this project included the design and drilling of the new well. Phase 2 included yard piping and well equipping site improvements.
- **City of Avondale: Well No. 24 Design and Construction Administration.** Jason served as Project Engineer for the design and construction administration services provided for well equipping and site improvements at an existing potable water well. Site features include well pump, vortex desander, chlorination system, electrical and control equipment, standby generator and other appurtenant equipment. The project scope included construction observation and administration services which were provided by Oridian. This project was delivered under the Design-Bid-Build delivery method.

- **City of Avondale: 9th Street Improvements.** Jason served as Project Engineer for the design of sewer facilities in 9th Street, a 1,100 foot collector street, in the vicinity of Buckeye and Dysart Roads. The roadway improvements include a 2-lane section from Riley Drive to Western Avenue. Drainage design includes pavement drainage as well as culvert design. The sewer line will provide service to several parcels located approximately 700 feet south of Riley Drive. Geotechnical and street lighting were also included in the scope.

- **City of Glendale: Zone 4 Water Transmission Mains, 67th Avenue to 83rd Avenue.** Jason served as Project Engineer for the design engineering and construction phase services for approximately 4.25 miles of water transmission and distribution mains. A new 24- and 30-inch diameter water transmission main was designed within Orangewood Avenue between 83rd and 67th Avenues and a 20-inch diameter transmission main was designed within 83rd Avenue between Orangewood and Glendale Avenues. A new 12-inch water distribution main was designed within Orangewood Avenue between 69th and 83rd Avenues.

- **Town of Buckeye: Rancho Sunora Reservoir and Booster Station Evaluation.** Jason served as Project Manager for the Design Concept Report for abandonment or rehabilitation of the existing reservoir and booster station facility.

## EZRA PAGE, PE

### *Wastewater Systems Engineer*

#### Experience

With 10 years of experience, Ezra has acquired a broad range of skills working in Dibble's Water Resources Practice. He has experience preparing plans, specifications, and probable construction costs for various projects that include water, wastewater, paving, and drainage elements for various municipalities throughout Arizona.

- *City of Avondale: Agua Fria Water Transmission Main.* As Assistant Project Engineer, Ezra's responsibilities included providing design engineering services for approximately 6,300 linear feet of 20-inch water transmission main along the east side of the Agua Fria River from Van Buren Street to McDowell Road. These services included topographic survey, mapping, geotechnical investigation, design report, coordination of utility potholing, preliminary/final design and plan preparation, probable construction cost, specifications, and utility/agency coordination. The design included a system connection on the existing 20-inch water transmission main in McDowell Road and a telemetry-controlled valve for filling the reservoirs at the Coldwater Springs Booster Station.
- *City of Goodyear: Bullard Avenue Sewer as the Lead Engineer for the Design-Build Team.* Ezra served as Project Engineer for design phase services for approximately 6,500 linear feet of 36-inch sanitary sewer along Bullard Avenue between Lower Buckeye Parkway and Estrella Parkway.
- *City of Goodyear: Citrus Road Sewer as a subconsultant.* Ezra served as Project Engineer on this Design-Build project and was responsible for the design services associated with two miles of sanitary sewer pipeline.
- *City of Surprise: Greasewood 8-inch Sewer Main.* Ezra served as Project Manager for the design of an 8-inch sanitary sewer main within an alley between Greasewood and Factory Streets. The existing sanitary sewer main was replaced due to inconsistent grades that created low spots as evidenced through a CCTV inspection conducted by the City. Dibble provided the comprehensive design engineering services required to prepare construction plans, technical specifications, bid documents, and opinions of probable construction cost.
- *City of Surprise: Reclaimed Water Main in Cactus Road, Litchfield Road to Dysart Road.* Ezra served as Project Engineer or design and construction of a 16-inch water main with stub-outs to the right-of-way at 1/4 mile increments within Cactus Road between Litchfield and Dysart Roads. Dibble provided comprehensive design engineering services required to prepare construction plans, technical specifications, bid documents, opinions of probable construction cost and construction management for the City of Surprise. The project scope also included management and administration services during the construction phasing including quality control inspection and materials testing during installation.

# Dibble Engineering

#### Company Title

Project Manager

#### Education

BS, Civil Engineering, University of Arizona, 1999

#### Registration

Arizona, Professional Engineer, No. 41956

#### Affiliations

American Society of Civil Engineers

North American Society for Trenchless Technology

- **Town of Paradise Valley: Caida Del Sol Drive Sanitary Sewer Extension.** Ezra served as Project Engineer for engineering services required to prepare construction plans, bid documents, probable construction costs, and specifications for the design of a new 8-inch sanitary sewer line extension. The sanitary sewer line extension on Caida Del Sol Drive extends across Tatum Boulevard to Sunset Drive to service the remodeled Fire Station #1. The sewer extension is 8-inches in diameter and 650 linear feet.
- **City of Phoenix: Broadway Road Sanitary Sewer and Water Improvements Construction Phase Services as a subconsultant.** Ezra served as Project Engineer for the Broadway Road 48-inch sanitary sewer from 75th to 91st Avenues and 24-inch water transmission main from 67th to 83rd Avenues. Construction phase services for this project included shop drawings review, RFI response, and coordination with project stakeholders.
- **City of Phoenix: Broadway Road 48-Inch Sanitary Sewer.** As one of the Project Engineers, Ezra's responsibilities included the preparation of construction plans, project specifications, contract documents, and probable construction costs for approximately two miles of 48-inch diameter sanitary trunk sewer in Broadway Road between 75th and 91st Avenues. Project tasks included final design engineering, field survey, right-of-way strip map and service area calculation sheets, alignment study, agency and utility coordination, environmental clearance coordination, geotechnical investigation, legal descriptions, and exhibits. The project included substantial ancillary construction and utility relocation to accommodate the new sanitary sewer. One mile of 12-inch and two miles of 24-inch waterline were constructed along with temporary bypass pumping and permanent relocation of SRP irrigation ditches carrying flows up to 1,700 miner's inches (19,000 gpm). Dibble also provided construction phase services including shop drawing reviews, RFI responses, work change directives, change order review, construction progress meetings, site visits, and project closeout.
- **City of Peoria: Northern Avenue Relief Sewer.** Ezra served as Assistant Project Engineer for this project that included the preliminary engineering design report, final design, bidding and construction phase services for 1,400 linear feet of 36-inch and 42-inch sanitary relief sewer. The preliminary engineering and design report phase included contributory flow analysis, land use evaluation, population projections, field investigations, alignment studies/design, right-of-way acquisition, soils investigation, topographic survey, and utility potholes. The final design phase included several large structures for sanitary flow diversion, by-pass, and confluence of several flows. Dibble was also responsible for construction inspection and management services on this project.
- **City of Peoria: Pinnacle Peak Road Interceptor Sewer.** Ezra served as Assistant Project Engineer for the preliminary engineering design report, final design, bidding and construction phase services for approximately two miles of 15-inch sanitary interceptor sewer that connects to the existing 83rd Avenue sewer at Williams Road and extends to 71st Avenue and Pinnacle Peak Road for approximately two miles.
- **City of Phoenix: Desert Lane Sanitary Sewer, Project Priority No. 43 Sanitary Sewer Relief and Replacement.** Ezra served as Project Manager for the rehabilitation of an existing 8-inch sewer in Desert Lane between Highline Road to 9th Street. The pipe had inadequate capacity to accommodate existing sanitary flows. A combination of open cut installation and the trenchless technology of pipe bursting was utilized to install a new 12-inch VCP sanitary sewer pipe.
- **Flood Control District or Maricopa County: Doubletree Ranch Road Drainage and Roadway Improvements as a subconsultant.** Ezra served as Assistant Project Engineer to provide design assistance for the preliminary and final design of a 10-year storm drain system within Doubletree Ranch Road, including major storm drain laterals, approximately 2.5 miles of storm drain design; traffic calming; and working directly with a citizen's group established by the Mayor and Dibble, to create a context-sensitive design in this neighborhood.

## DAN FRANK, PE

### Hydrology/Hydraulics Engineer

#### Experience

Dan has 14 years of civil engineering experience on drainage master plans, floodplain delineations, and flood insurance studies and has extensive design experience with detention basin, channel, and storm drain design. Much of his experience with Drainage & Flood Control has included complex hydrology and hydraulics models. Many of the projects Dan has worked on involve a significant amount of coordination with other disciplines. He knows what it takes to keep a project on schedule and to ensure a quality product.

- **City of Avondale: Garden Lakes Drainage Improvement Study.** Dan served as Project Manager for this project in which the drainage structures (catch basins and connector pipes) draining to the south lake in the Garden Lakes community experienced a stagnant (ponding) water condition. The City wished to eliminate this condition due to vector control issues. The City's preferred solution was to simply remove the baffle which separated the lake water from the culvert water, thus allowing the ponding water to enter the lake. DIBBLE conducted a study of the situation to ensure that the proposed solution would not create an adverse impact to system capacity. The portion of the community studied consisted of parcels 19 and 30, which drain to the lake via five pipes. Garden Lakes is located near Thomas Road and Avondale Boulevard (115th Avenue). The work also included "as-built" survey by DIBBLE's survey crew.
- **City of Tolleson: 91st Avenue Improvements, Van Buren Street to I-10.** As Drainage Engineer, Dan designed the drainage improvements for this project that included roadway widening, utility relocations, landscaping, and side road realignments for improvements along

91st Avenue from Van Buren Street to I-10 in Tolleson. These improvements increased safety, capacity, and operations while preserving the corridor's history.

- **Town of Buckeye: Storm Water Management Plan.** As Project Manager, Dan managed the creation of a comprehensive storm water management plan to be implemented by the Town. The Town currently has limited storm water regulations in effect. As the Town continues growth of a 600 square mile planning area, a comprehensive plan for storm water management is critical to the Town and the safety of its residents.
- **Town of Queen Creek: Ellsworth Loop Road Improvement District.** Dan served as Drainage Engineer. As part of the Ellsworth Loop Road Improvement District Project, Dibble designed three major drainage components: 1) storm drain system and pump station for the depressed intersection, 2) roadway drainage for approximately 3.5 miles of roadway, and 3) a new bridge and associated wash improvements at Queen Creek Wash. A 100-year storm drain collector system was designed to drain the depressed intersection

# Dibble Engineering

#### Company Title

Project Manager

#### Education

BS, Civil Engineering, Arizona State University, 1994

Benefit-Cost Analysis Workshop, Arizona Division of Emergency Management, 2006

Hydrologic Analysis Using HEC-1, Arizona Floodplain Management Association, 1998

HEC-RAS River & Flood Plain Hydraulics, University of Texas at Austin, 1997

Hydrologic Modeling using WMS, AFMA, 2002

#### Registration

Arizona, Professional Engineer, No. 35888

#### Affiliations

American Council of Engineering Companies

American Society of Civil Engineers

Arizona Floodplain Management Association

at the Union Pacific Railroad underpass. The intersection was designed to be approximately 25 feet below the previous existing grade. Thus, a storm drain collection system was needed to drain this giant sump. The nearest outfall for this system was the Rittenhouse Flood Control Channel. A large capacity pump station was designed to pump the stormwater back up to grade, from whence it drains by gravity through approximately 2,200 feet of double barrel 30-inch pipe. The proposed roadway drainage was accomplished through a system of scuppers, catch basins, and culverts which convey the stormwater to roadside retention basins. A new bridge was designed to carry the proposed Ellsworth Loop Road over Queen Creek Wash. Wash improvements were designed to improve channel flow through the bridge area and to protect the wash banks from erosion.

- **Maricopa County Community College District: Glendale Community College North Campus as a subconsultant.** Dan, as Drainage Engineer, prepared a master drainage plan report for an 80-acre college campus, with a natural wash through the center of the campus as one of its key features. This project included hydrology modeling using Watershed Modeling System, detailed hydraulics modeling using HEC-RAS, and a determination of Base Flood Elevations in order to establish Finish Floor elevations for the campus buildings.
- **Flood Control District of Maricopa County: Buckeye Area Drainage Master Plan.** Dan served as Project Engineer for this study to

quantify the extent of flooding problems and develop alternative solutions to flooding problems. There were two major objectives of the study. The first was to develop a plan to control runoff to prevent flood damage in the watershed. The second is to develop an implementation plan to manage the interim condition due to discontinuous development in order to preserve the ability to provide protection to lands downstream from 100-year flood events. The plan developed and identified preliminary costs, alignments, typical sections, right-of-way requirements, utility conflicts, aesthetic/landscape themes, and potential project participants for the preferred alternatives.

- **City of Phoenix: Mesquite Library Drainage Improvements.** Dan analyzed the watershed and developed concepts for reducing the flooding potential for the site and prepared a cost/benefit analysis report. This project also included a topographic survey of the site.
- **City of Phoenix: Mesquite Library Drainage Plan.** Dan, as Project Manager, is providing design oversight of flood proofing elements for the Mesquite Library. The City asked Dibble to provide input on the design and to provide construction documents for certain drainage elements. Working with the contractor, Dibble will prepare a grading and drainage plan for the concept developed in the Mesquite Library Drainage Improvement Study and will also provide advice on flood gate selection and other flood proofing measures. The construction of this project is in part funded

by a grant from the Arizona Department of Emergency and Military Affairs for their Hazard Mitigation Grant Program.

- **City of Chandler: Nozomi Park Design as a subconsultant.** As Drainage Engineer, Dan provided design of the drainage elements for Nozomi Park, a 70-acre retention basin area that included landscape, open space turf, and limited park amenities within the 70-acre park. Nozomi Park wraps around a subdivision on the southeast corner of McQueen and Queen Creek Roads.
- **Flood Control District of Maricopa County: Durango Area Drainage Master Plan.** Dan was the Project Engineer for this project to develop an Area Drainage Master Plan (ADMP) to identify drainage problems and develop cost-effective solutions for a storm water collection and disposal system for the Durango watershed. The Durango ADMP encompasses an area of approximately 53 square miles, including the Cities of Phoenix, Avondale, and Tolleson, as well as unincorporated areas of Maricopa County.
- **City of Scottsdale: Villa Monterey Open Space Park as a subconsultant.** Dan served as Civil Project Manager for engineering services including ground surveys and the development of conceptual design concepts for parking lot design, trail system design, ADA accessibility, and drainage facilities. Villa Monterey Park is an existing 27-acre golf course located within the Indian Bend Wash that was no longer in use.

# DUANE EITEL, PE

## Traffic Engineer

### Experience

Duane has over 31 years of transportation planning and design experience on roadway improvement projects. During the course of his career, he spent five years with Colorado Department of Transportation and 23 years with the Nebraska Department of Roads. Duane specializes in transportation and traffic engineering and his projects include access control planning and design; capacity analysis and design; traffic signal studies; work zone traffic control design, including intersection improvements; urban streets and roundabouts design; traffic signal corridor improvements; traffic calming; safety projects; signal timing; and traffic impact studies.

- **3K1 Consulting: Twin Palms Car Wash.** Duane, as Project Manager, conducted a trip generation analysis using information from the site plan. The analysis was conducted in accordance with the *ITE Trip Generational Manual, 7th Edition*. Dibble prepared a separate report documenting the process, results, and recommendations.
- **City of El Mirage: El Mirage Speed Study.** As Project Manager, Duane is assisting the City in evaluating appropriate posted speed limits on the following major arterial roadway segments:
  - Dysart Road from Northern Avenue to Greenway Road
  - El Mirage Road from Northern Avenue to 1/2 mile north of Greenway Road
  - Northern Avenue from 1/4 mile west of Dysart Road to 1/2 mile east of El Mirage Road
  - Olive Avenue from 1/2 mile west of Dysart Road to 1/4 mile east of El Mirage Road
  - Peoria Avenue from 1/2 mile west of Dysart Road to 1/4 mile east of El Mirage Road
- **Cactus Road from Dysart Road to 115th Avenue**
- **Thunderbird Road from Dysart Road to 115th Avenue**
- **Greenway Road from Dysart Road to El Mirage Road**
- **Thompson Ranch Road from Thunderbird Road to Greenway Road**
- **City of Welton: Quiet Zone Evaluation.** While with another firm, Duane served as Project Manager for a Quiet Zone evaluation.
- **Maricopa County Department of Transportation: On-Call Traffic Engineering Services.** While with another firm, Duane served as Project Manager for the following MCDOT projects:
  - Development of MCDOT's Railroad Quiet Zone Policies and Procedures Manual
  - Quiet Zone evaluation at the intersections of US60/RH Johnson and US60/Meeker.
- **City of Glendale: Safe Routes to School.** Duane served as Project Manager, and developed safe

# Dibble Engineering

### Company Title

Transportation Practice Leader

### Education

BA, Geography, Western Illinois University, 1984

### Registration

Arizona, Professional Engineer, No. 46068

### Affiliations

American Public Works Association

American Society of Civil Engineers

Institute of Transportation Engineers

National Society of Professional Engineers

Project Management Institute

Reserve Officers Association

World Future Society

routes to 68 schools along with maps for each school and updates throughout the year. Work was completed while with a previous firm.

- **Arizona Department of Transportation: On-Call Traffic Engineering Services.** While with his previous firm, Duane served as Project Manager for the following projects:
  - Signing and Striping on 12 miles of I-17 south of Flagstaff, 60% plans were completed within one week of notice to proceed.
  - SR95 & Clubhouse Road, in Bullhead City. The project involved new traffic signal, intersection and parking lot improvements. This was one of ADOT's first Job Order Contracting projects.
  - I-8 @ Araby Road in Yuma. The project consisted of conducting a short-term analysis to determine measures needed to improve operation and safety.
- **City of Avondale: On-Call Traffic Engineering Services.** As Project Manager with his previous firm, Duane designed a traffic signal at the intersection of Avondale and Whyman. Due to an injury accident to a school child the project schedule was accelerated. The project was completed within the accelerated schedule.
- **Maricopa County Department of Transportation: Dobson Road Bridge Design Concept Report as a subconsultant.** Duane served as Traffic Engineer for traffic analysis for a design concept report, 40% plans, and right-of-way plans to provide bridge crossings over the Salt River at Dobson, McKellips,

and Gilbert Roads. This project also involved improvements of McKellips Road from SR 101 to Alma School Road. The traffic study portion of the design concept report includes an operational analysis of the roadway network for existing and future conditions, an operational evaluation of the proposed bridge alternatives, construction-phase traffic control recommendations, an accident history analysis, and an ITS infrastructure assessment.

- **Arizona Department of Transportation: US 60 Grand Avenue, 303L to 99th Avenue.** Duane served as Traffic Engineer for the traffic elements of the design of construction plans to widen the existing roadway to provide 3 lanes in each direction. To accomplish this, the median was narrowed throughout most of the project, and east of the Agua Fria River the south side of the roadway was significantly widened, due to the encroachment of the Burlington North Santa Fe Railway on the north side. Traffic signals, lighting, draining, signing and marking, utilities, geotechnical, traffic control, retaining and noise walls, and landscaping were also included.
- **Infrastructure Management Services: Glendale Streets.** As Project Principal, Duane will ensure that adequate resources are available to complete the final design plans, specifications, and probable construction costs for selected arterial street segments. IMS will determine pavement condition indexes and present to the City for prioritization, and Terracon will perform FWD tests. The City will perform AC coring and provide daily traffic numbers so that Terracon can determine

pavement rehabilitation requirements. Due to the tight time frame, innovative contracting methods may be used (Inter-governmental Agreement with other cities current contractors, etc.)

- **Town of Prescott Valley: Robert Road.** As Project Manager for construction services, Duane completed plans for drainage improvements and traffic signals for a four-lane roadway. This project was prior to joining Dibble.
- **Arizona Department of Transportation: SR 89A, Cement Plant Road to Black Hills Drive.** As Project Engineer, Duane completed design and construction plans for five roundabouts along with improvements to SR 89A between Clarkdale and Cottonwood. Work was completed with a prior firm.
- **City of Scottsdale: Pinnacle Peak Road from Miller to Pima.** While with another firm, Duane served as Project Manager and developed plans to widen Pinnacle Peak Road from two lanes to four lanes with left-turn lanes, new traffic signals, drainage improvements, landscaping, and public art. Public involvement and development of a Design Concept Review were also included.
- **Pinal County Department of Transportation: Gary Road.** As Project Manager with his previous firm, Duane managed the design of plans to replace a gravel roadway with a new asphalt roadway and to widen the street. A culvert and hydraulic analysis and vertical and horizontal alignment were also considered.



- **Maricopa County Community College District: Glendale Community College North Campus as a subconsultant.** As Traffic Engineer, Drew provided design services for both the on-site improvements and the off-site roadway design. The roadway improvements consisted of approximately a half mile of widening of Happy Valley Road. The project included half street paving, curb, gutter, sidewalks, street lighting, and landscaping. Extensive utility coordination with Qwest, Cox, and particularly APS was a key component in the design development.
- **City of Scottsdale: Indian School Road, Drinkwater Boulevard to Pima Road, Roadway Improvements.** As Project Manager, Drew managed the team that provided designs for improvements to approximately two miles of Indian School Road from Drinkwater Boulevard to Pima Road. The improvements include a multi-modal transportation corridor and a gateway into downtown Scottsdale and the Civic Center. The roadway will be widened to accommodate bike lanes and a raised median. Public involvement was a key element of the project both for residents and the business community. The project included the creation of a landscape theme together with artwork that will be used in a progressive manner through the project and will culminate at the downtown area.
- **City of Scottsdale: Scottsdale Road Design, Frank Lloyd Wright Boulevard to Thompson Peak Parkway.** As Project Engineer, Drew designed the reconstruction of 2.5 miles of this major arterial to a six-lane, urban roadway with a landscaped median from Frank Lloyd Wright Boulevard to Thompson Peak Parkway. The project included a design concept report with ITS design, drainage analysis, and design and construction of a pedestrian bridge over the Central Arizona Project Canal. Coordination with the Cities of Scottsdale and Phoenix was necessary for undergrounding a 69kV powerline. There was a large public involvement program for this project. Segment I has been constructed.
- **City of Phoenix: 52nd Street Paving and Drainage Improvements, McDowell Road to Thomas Road.** As Project Engineer, Drew was involved with the engineering design services for the roadway widening and improvement of 52nd Street from McDowell to Thomas Roads to three lanes and the addition of bike lanes, curbs, gutters, and sidewalks. Traffic engineering elements of the project included coordination with the City of Phoenix, and Salt River Project, who provided plans for lighting, traffic signals, and signing and marking plans. This project also included installation of a 36-inch diameter water transmission main in Oak Street between 48th and 52nd Streets along with 20-inch and 16-inch water main improvements within 52nd Street between Thomas and McDowell Roads. The water main design was incorporated into a roadway widening bid package for installation of subsurface infrastructure prior to surface improvements to reduce overall project costs. The merging of projects also minimized impacts to the residential area. The project was constructed along with decreased disturbance to the general traveling public.
- **Town of Gilbert: Scalloped Street Improvements, Central Section.** Drew served as Project Manager for this project that included roadway widening with curb, gutter, sidewalk, raised medians, utility relocation, SRP irrigation design, and drainage for portions of Warner, Ray, Gilbert, and Greenfield Roads. This project completed roadway improvements, which have been left unfinished due to development patterns and timing. New roadways are either six-lane major or four-lane minor arterials. Dibble also provided survey services including topographical surveys, legal descriptions, and parcel exhibits for right-of-way acquisition.
- **City of Scottsdale: Pima Road Buffering Wall and Multi-Use Path.** As Project Manager, Drew provided civil engineering services for this project, which involved a half mile of sound wall and multi-use path. The asphalt path utilized Streetprint epoxy coatings to improve the look of the path and to create a cooler surface by allowing reflection of the sun's rays. The buffering wall matches the existing wall to the south, but the wall alignment was modified to add saw teeth and jogs, which created a more visually interesting appearance. A 24-inch waterline and an ITS infrastructure were also part of the project.

# RANDY BILYEU, RLS

## Surveyor

### Experience

Randy has over 36 years of experience in the survey profession. He is Dibble's Survey Manager and his duties include providing survey and mapping control, survey QA/QC reviews, legal descriptions, strip maps, topographical and design surveys, and right-of-way plans. His background and experience derives from working in the private and public sectors along with owning and serving as president of his own firm. Randy's diverse background gives him a complete understanding of projects.

- **City of Avondale: 9th Street Improvements.** Randy served as Survey Manager for survey required for the design for a new roadway with drainage and sewer facilities in 9th Street, a 1,100 foot collector street, in the vicinity of Buckeye and Dysart Roads. The roadway improvements include a 2-lane section from Riley Drive to Western Avenue. Drainage design includes pavement drainage as well as culvert design. The sewer line will provide service to several parcels located approximately 700 feet south of Riley Drive. Geotechnical and street lighting were also included in the scope.
- **City of Avondale: Alley Abandonment Legal Description & Exhibit.** As Survey Manager, Randy managed a Results of Survey in accordance with the "Arizona Boundary Survey Minimum Standards" of the original platted alley. The survey was based on a current Title Report provided by the client. The topographic survey located all visible features, structures, improvements and visible utilities, together with blue-stake markings of underground utilities.
- **City of Avondale: Coldwater Park Waterline Relocation.** Randy served as Survey Manager for design and construction phase services for the relocation of approximately 1,100 linear feet of 12-inch water distribution main. The project also included boundary and ATLA/ACSM surveys of the parcel.
- **City of Avondale: Corporate Center Phase II as a subconsultant.** Randy served as Survey Manager for the design for a new 35,000-square foot two-story office building located at the Avondale Civic Center. The civil elements included parking, grading, utilities, and close coordination with the City of Avondale.
- **City of Avondale: Downtown Library as a subconsultant.** Randy serves as Survey Quality Assurance/Quality Control Reviewer for survey of a 0.76-acre site for a new library in downtown Avondale. The design work included working with the Architect and Owner to establish a site/circulation plan, preparing grading and drainage plans, preparing utility and utility relocation plans, and abandoning and providing new utility easements for the project.
- **City of Avondale: Old Town Library Waterline Relocation.** Randy served as Survey Manager for the design services for the relocation of 500 linear feet of existing waterlines in support of the construction of a new library facility.

# Dibble Engineering

### Company Title

Professional Land Surveyor

### Registration

Arizona, Registered Land Surveyor, No. 45834

Oklahoma, Professional Land Surveyor, No. 1196

Missouri, Professional Land Surveyor, No. 1986

### Affiliations

Arizona Professional Land Surveyors

Franklin Tech. Center, Survey & Drafting Department

Missouri Association of Registered Land Surveyors

Missouri Society of Professional Surveyors

Southwest Chapter of MSPS

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Missouri Association of Registered Land Surveyors

Missouri Society of Professional Surveyors

Southwest Chapter of MSPS

- **City of Avondale: Rio Vista/Calle Hermosa Waterline Relocation.** Randy served as Survey Manager for design phase services for the relocation of 900 linear feet of 12-inch water distribution main along Calle Hermosa Drive in the Rio Vista subdivision in Avondale.
- **City of Avondale: Well No. 24 Design and Construction Administration.** Randy served as Survey Manager for the design and construction administration services provided for well equipping and site improvements at an existing potable water well. Site features include well pump, vortex desander, chlorination system, electrical and control equipment, standby generator and other appurtenant equipment. The project scope included construction observation and administration services which were provided by Oridian. This project was delivered under the Design-Bid-Build delivery method.
- **City of Litchfield Park: Plaza in the Park.** Randy served as Survey Manager for staking of right-of-way along Camelback Road at Litchfield Road.
- **City of Goodyear: Bullard Avenue Realignment.** Randy served as Survey Manager for the field survey for roadway improvements that included new asphalt concrete pavement, center median islands on Bullard Avenue and City Center Loop Road, curb, gutter, sidewalk, and sidewalk ramps. This project also included streetlight design, traffic signal conduit and pull boxes, pavement marking and signing, and geotechnical investigations.
- **City of Goodyear: Citrus Road Sewer as a subconsultant.** Randy served as Survey Manager for design services for two miles of sanitary sewer pipeline.
- **City of Tolleson: 91st Avenue Improvements, Van Buren Street to I-10.** As Survey QA/QC Reviewer, Randy provided survey services for improvements along 91st Avenue from Van Buren Street to I-10 in Tolleson. These improvements increased safety, capacity, and operations while preserving the corridor's history.
- **City of Tolleson: 95th Avenue and Van Buren Street Drainage Survey.** Randy served as QA/QC Reviewer for the topographic survey of drainage improvements needed along Van Buren Street between 95th and 99th Avenues. The purpose of the new design was to help relieve overburdened storm systems during heavy rains.
- **City of Tolleson: Tolleson/Avondale Police Impound Lot Survey as a subconsultant.** Randy served as Survey Quality Assurance/Quality Control Reviewer for a topographic survey for the Tolleson/Avondale Police Impound Lot located on the southeast corner of the entry road and the access road to the Tolleson Wastewater Treatment Plant. Control Surveys, both horizontal and vertical, included locating existing survey control monuments within the survey limits. When existing monuments were not found, a 1/2-inch rebar or other suitable temporary control points were established at a maximum spacing of 500 feet. All temporary control points were suitable and retrievable during the construction phase of the project.
- **City of Goodyear: Bullard Avenue Realignment.** Randy served as Survey Manager for the field survey for roadway improvements that included new asphalt concrete pavement, center median islands on Bullard Avenue and City Center Loop Road, curb, gutter, sidewalk, and sidewalk ramps. This project also included streetlight design, traffic signal conduit and pull boxes, pavement marking and signing, and geotechnical investigations.
- **City of Glendale: Zone 4 Water Transmission Mains, 67th Avenue to 83rd Avenue.** Randy provided survey QA/QC Reviews for the survey services required for the design engineering and construction phase services for approximately 4.25 miles of water transmission and distribution mains. A new 24- and 30-inch diameter water transmission main was designed within Orangewood Avenue between 83rd and 67th Avenues and a 20-inch diameter transmission main was designed within 83rd Avenue between Orangewood and Glendale Avenues. A new 12-inch water distribution main was designed within Orangewood Avenue between 69th and 83rd Avenues.

# CARLOS CARRIAGA, PhD, PE

## GIS Specialist

### Experience

Carlos has, in recent years, focused his efforts on implementing GIS into the Practices at Dibble by providing innovative applications to engineering projects such as data collection and development, infrastructure design, systems modeling and analysis, asset inventory and management, environmental assessment, master planning, public and dam safety, flood damage, and risk assessments. Carlos has over eight years of experience in this field. The GISMO group that was formed within the company comprises the core of GIS personnel at Dibble meeting regularly for training and technology updates. Carlos is proficient in the use of GIS desktop programs such as ArcView GIS 3.x, Arc GIS 8.x Arc GIS 9.0, and extension tools such as Spatial Analyst and 3D Analyst. He offers extensive experience in the use of GIS-based modeling programs for hydraulics, water resources, and hydrology such as XP-SWMM, XP-STORM, WMS, DDMSW, FLO-2D, WATERCAD, STORMCAD, SEWERCAD, and HEC-HMS.

- **City of Avondale: GIS Data Maintenance and Special Projects.** As Project Manager, Carlos provided GIS data maintenance and support, database design, development of ArcIMS website, equipment specification for the GPS base station, and software/hardware requirement recommendations for this project.
- **City of Avondale: Benchmark Inventory.** Carlos provided assistance to the Survey Group at Dibble in the data conversion and development of various data sets from survey data to GIS for submittal to the City. This project involved comparing the GIS data input to the Maricopa County Geodetic Densification and Cadastral Survey Results of Surveys in order to compile data for future updates to the City of Avondale Control Networks. The Maricopa County corner location format was used to identify corners by Township, Range, Section number and corner location. The City of Avondale NGVD29 elevations were compared to the calculated Maricopa County NGVD29 elevations. Any benchmark that fell outside the accepting criteria of 0.30 feet of difference between the calculated and published elevations has been deemed as a possible unreliable elevation.
- **City of Goodyear: Bullard Avenue Realignment.** Carlos served as Drainage Engineer for the drainage elements of this roadway improvement project that included new asphalt concrete pavement, center median islands on Bullard Avenue and City Center Loop Road, curb, gutter, sidewalk, and sidewalk ramps. This project also included field survey, streetlight design, traffic signal conduit and pull boxes, pavement marking and signing, and geotechnical investigations. The roadway design was based on roadway geometrics provided by the City of Goodyear.
- **City of Phoenix Sky Harbor International Airport: Airport Drainage Master Plan Update.** Carlos served as Project Engineer for the update to the Airfield Master Drainage Plan for Phoenix Sky Harbor International Airport. The update was necessary due to

# Dibble Engineering

### Company Title

Project Manager

### Education

PhD, Civil Engineering, Arizona State University, 1993

MS, Water Resources Engineering, Asian Institute of Technology, Thailand, 1982

BS, Agricultural Engineering, Central Luzon State University, The Philippines, 1978

WMS Modeling for Hydrology and Floodplain Delineation, American Society of Professional Engineers, 2003

### Registration

Arizona, Professional Engineer, No. 30003

### Affiliations

American Public Works Association

American Society of Civil Engineers

Arizona Floodplain Management Association

Arizona Geographic Information Council

Association of Dam Safety Officials

Northern Arizona Geographic Information System

extensive expansion plans for the airport anticipated over the next 10 years. There was a critical need for a detailed implementation plan for drainage to ensure that drainage outfalls are available and in place when the expansion projects come on line. The plan included a project implementation schedule with CIP projects and costs, linked to the development plan for the airport. The project included updating the inventory of existing drainage facilities, development of a computer model of the drainage system, development and evaluation of drainage system alternative plans, and development of the implementation plan and schedule for the recommended plan. Coordination was included with various City departments and with the Flood Control District of Maricopa County for the Metro/Phoenix Area Drainage Master Study/Plan being developed concurrently for the portion of the City of Phoenix tributary to the airport.

- **Flood Control District of Maricopa County: Buckeye Area Drainage Master Plan.** Carlos served as Project Engineer for this study to quantify the extent of flooding problems and develop alternative solutions to flooding problems. There were two major objectives of the study. The first was to develop a plan to control runoff to prevent flood damage in the watershed. The second is to develop an implementation plan to manage the interim condition due to discontinuous development in order to preserve the ability to provide

protection to lands downstream from 100-year flood events. The plan developed and identified preliminary costs, alignments, typical sections, right-of-way requirements, utility conflicts, aesthetic/landscape themes, and potential project participants for the preferred alternatives.

- **Town of Buckeye: Storm Water Management Plan.** As Project Engineer, Carlos conducted the required hydrology and hydraulics for the creation of a comprehensive storm water management plan to be implemented by the Town. He also managed the GIS. The Town currently has limited storm water regulations in effect. As the Town continues growth of a 600 square mile planning area, a comprehensive plan for storm water management is critical to the Town and the safety of its residents.
- **Town of Queen Creek: Ellsworth Loop Road Improvement District.** Carlos served as Project Engineer for the design of four miles of roadway: Ellsworth Loop Road from Chandler Heights Road to Queen Creek Road and Rittenhouse Road from Hawes Road to Ocotillo Road. The Ellsworth Loop Road is used as a bypass route for trucks and commuter traffic to avoid traveling through downtown Queen Creek, and also provides access for significant proposed commercial developments within the Town. The project included a depressed intersection at Ellsworth Loop and Rittenhouse Roads that required a major bridge structure

design to take Ellsworth Loop Road under the existing Union Pacific Railroad track. There was also a bridge structure crossing the Queen Creek Wash. This project was built utilizing funds from one of the largest improvement districts in Arizona. The design contract involved many disciplines including transportation, drainage, water resources, structures, traffic, geotechnical, mapping, and environmental/landscape architecture.

- **City of Sedona: Storm Water Master Plan.** Carlos served as Project Engineer for this project preparing a Stormwater Master Plan for the City of Sedona. The WMS hydrologic models built for the project are an update of the TR-20 rainfall-runoff models developed using SCS method. The four GIS-based HEC-1 models comprising about 200 sub-basins were developed for the four major watersheds that included Oak Creek. The Storm Sewer System Map put together using GIS was also developed as an attachment to the Stormwater Management Program for the NPDES Phase II permit application to Arizona Department of Environmental Quality. Relevant responsibilities included: watershed modeling using WMS program, identification of five minor drainage areas to be studied by the City, development of drainage criteria, and WMS training for the City staff and personnel.

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

[Scope of Work and Fee Proposal]

See following pages.

**CITY OF AVONDALE**

**MOUNTAIN VIEW (OLD WELL No. 5) WELL IMPROVMENTS AND PIPING MODIFICATIONS**

**ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES**

**SCOPE OF WORK**

**February 11, 2010**

**A. INTRODUCTION**

Dibble Engineering (Dibble) will provide comprehensive design engineering and limited construction phase engineering services for the City of Avondale (City) to construct improvements to the Mountain View (Old Well No. 5) Well, Reservoir and Booster Pump Station facility. The facility is located at the southeast corner of Mountain View Drive and 2<sup>nd</sup> Street.

Existing Conditions

The facility currently contains a well (capped), 300,000 gallon welded steel reservoir, booster pump station, electrical equipment, and yard piping. The system is configured to deliver water from the City's potable water distribution system through a 3-inch meter, two 1-1/2-inch backflow preventers and a solenoid actuated (manual electric timer controlled) pressure sustaining valve to the reservoir. Water from the reservoir passes through discharge piping bypassing the existing booster pumps, through a 6-inch propeller flow meter, and is delivered to an offsite booster pump station. Water from the facility is used for irrigation of an offsite park. The existing booster pump station is not in service, and the existing electrical gear is utilized only as a power source for the solenoid valve/time, flow meter and area lighting. No SCADA connectivity or other telemetry is in use at the site.

The City has previously completed modifications to the existing well. Modifications included brushing of the screen, vacuum removal of native fill from the casing, installation of a new 12-inch casing liner and 12-inch low carbon slotted screen. New granular filter pack material and bentonite/grout seals were also installed between the existing 16-inch casing and screen and the new 12-inch casing and screen. Subsequent testing of the well recommended a design discharge rate of 275 gpm (maximum discharge rate of 500 gpm) with a pump intake setting of 490 feet below ground surface. The water quality of the well does not allow it to be used for potable water use without supplementary treatment or blending to achieve Safe Water Drinking Act water quality standards.

Proposed Improvements

The City proposes to construct improvements to the well and associated facilities to improve utilization of the facility as an irrigation water production and storage facility. The proposed improvements include the following:

- Equip the well with a new well pump (either submersible or vertical turbine).
- New discharge piping connecting the well pump discharge to the existing reservoir, including a check valve, propeller flow meter and isolation shutoff valve.
- New yard piping connecting the potable water system to the existing reservoir, including a meter, solenoid actuated pressure sustaining valve, isolation valve and a removable spool to minimize the potential for cross contamination.
- Remove existing booster pumps and discharge piping from the reservoir to the flow meter.
- New yard piping from the reservoir discharge to the existing discharge flow meter, including a new isolation valve at the reservoir discharge.
- Remove all electrical equipment and control equipment. The existing service and meter sections will remain, the abandoned service and meter will be removed. The existing electrical equipment mounting rack will remain.

- Relocate the existing motor control center (MCC) and remote terminal unit (RTU) from the Cashion site to the Mountain View site. Reconfigure the MCC and RTU as necessary for the designated re-purposing.
- Replace the existing site security fence with new chain link, 3-wire barb wire fence.

Dibble will perform comprehensive engineering design to prepare one set of construction bid documents (plans and technical specifications) for the proposed improvements described herein. The construction bid documents may, at the City’s request, include division of the work into one (1) bid alternate.

The following schedule and scope of services describes the tasks associated with the design and preparation of construction documents and construction phase services for the project.

**B. SCHEDULE**

The following schedule estimates project milestone submittal durations relative to the Notice to Proceed (NTP). Submittal schedule assumes a two (2) week review period by the City. Final submittal dates will be provided to the City’s Project Manager upon receipt of Notice to Proceed.

<b>30% (Schematic Design) Submittal:</b>	NTP + 6 weeks
<b>95% (Final Design) Submittal:</b>	NTP + 10 weeks
<b>100% (Construction Document) Submittal:</b>	NTP + 15 weeks

**C. DESIGN STANDARDS**

Project design will be in accordance with the following design standards, listed in order of precedence:

- City of Avondale General Engineering Requirements Manual, 2008
- City of Avondale Supplement to Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, April, 2008
- Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, 2010 Revision
- Arizona Department of Environmental Quality, Guidelines for the Construction of Water Systems, May 1978

**D. SCOPE OF SERVICES**

**Design Phase Services**

**Task 1: Data Collection:** Dibble will collect and review as-built drawings of existing infrastructure, approved development plans, master plan data, reports, right-of-way maps and plats within the project area or that may affect the project design. Information will be collected from the City of Avondale and other adjacent governmental agencies with infrastructure in the vicinity of the project.

**Task 2: Design Survey / Base Mapping:** Dibble will perform control and topographic surveys of the proposed project site. Topographic survey limits shall be approximately 10 feet beyond the existing site fence and to the adjacent roadway centerlines. Specific design survey tasks will include the following:

- Sectional Control: Dibble will provide horizontal location and verification of the controlling corners for Section 15 located in Township 1 North, Range 1 West. Coordinates will be referenced to Arizona State Plane Coordinates NAD83(92) and the Maricopa Geodetic Densification and Cadastral Survey (GDACS) control network. A project scale factor will be calculated and applied to the State Plane

coordinates for design and mapping purposes. Project coordinate meta data will be provided for future reference.

- Project Vertical Control Survey: Dibble will provide field run bench levels to establish uniform vertical control. Vertical datum will be established using an approved City of Avondale benchmark and referenced to NAVD 88.
- Topographic Survey: Dibble will provide detailed topographic survey for existing improvements. Existing surface features, including site walls, gates, curb, pavement, piping, slabs, reservoir, etc. and ground contours will be located. Utility locations along Mountain View Boulevard and 2<sup>nd</sup> Street in the vicinity of the proposed pipeline connection, including sanitary and storm manholes (rim and invert elevations), water valves (rim and nut elevations), concrete irrigation structures, telephone and cable risers, electric boxes, and blue stake markings will be obtained.

**Task 3: Utility Coordination:** Dibble will contact Blue Stake and obtain a list of utilities reporting facilities within the vicinity of the project. Dibble will contact each of these utilities to request updated mapping information for their facilities. Utilities will be shown on construction drawings in accordance with the mapping provided and additional field verification that may be obtained during the design survey.

Progress design submittals will be provided to each of the utilities that indicate the presence of facilities within the project vicinity for no-conflict review. Utility no-conflict reviews will be completed after 30% and 95% progress submittals. Receipts of the no-conflict requests will be provided to the City’s Project Manager upon request.

**Task 4: Construction Document Preparation**

Construction documents will include plans and technical specifications for improvements described in this scope of work.

The following plan sheets are anticipated:

Sheet Number	Sheet Type	Number of Sheets
1	Cover Sheet	1
2	General Notes & Legend	1
3	Survey Control	1
4	Site Plan and Demolition/Salvage Plan	1
5	Mechanical Piping Plans and Sections	1
6-7	Civil and Mechanical Details	2
8	Electrical Cover	1
9	Electrical Site Plan	1
10	Electrical Single Line Diagram	1
11	Electrical Details	1
12	Control Schematics	1
13-14	P & ID	1
	<b>Total Plan Sheets</b>	<b>14</b>

**Task 4.1 Schematic (30%) Design:** Schematic design will include conceptual design, site layout, survey control, designation of demolition/salvage, schematic (line diagram) layout of mechanical piping, electrical site plan and layout, single line diagram, conceptual control schematics and schematic process and instrumentation diagrams (P&ID’s). An Engineer’s Opinion of Probable Construction Cost will be submitted with this progress submittal. A

review workshop will be held with City staff to review the plans and discuss any City comments on the Schematic Design submittal.

**Task 4.2: Final Design (95%):** Final design will include final construction drawings and specifications. These documents will incorporate design elements developed in the Schematic Design submittal along with any City comments. An Engineer's Opinion of Probable Construction Cost will be submitted with this submittal.

**Task 4.3: Bid Documents (100%):** Bid documents will be prepared that incorporate any City comments to the Final Design documents. Reproducible drawings and specifications (Adobe PDF) will be provided for bidding. The City will be responsible for advertising and public bidding.

**Task 5: Bidding Phase Assistance:** Dibble will provide assistance to the City during the Bidding Phase as follows:

- Attend pre-bid conference.
- Answer technical questions that may arise during the bidding period.
- Assist in the preparation of addenda to the Contract Documents during the bidding period, including revisions to the drawings and specifications, as required. Distribution of addenda will be the responsibility of the City.

**Task 6: Project Management/Coordination and Meetings:** Dibble will provide comprehensive project management and control, including the following tasks:

- Project Direction: Direct the activities of the Dibble project team and resolve technical, staffing, schedule, and cost issues.
- Progress Reports: Prepare and submit progress reports to the City monthly in a format acceptable to the City. Progress reports shall be submitted with Dibble's monthly invoice.
- Project Schedule: Prepare and submit a schedule of activities (MS Project) showing task durations and interrelationships, deliverables, and major milestones.
- Project Control: Develop and implement a project control system to document, monitor, evaluate, and resolve issues related to project schedule and budget. The control system will track, as a minimum, schedule and budget related to project deliverables and milestones.
- Quality Control: Prepare and execute a Quality Control Plan that identifies the roles & responsibilities of key personnel involved in the QC process, describes QC Procedures & Milestones including Checking Procedures and the technical review process, and describes procedures for monitoring & documenting QC activities.

Design phase project meetings will include one (1) comment review meeting following each progress submittal as well as one (1) site visit by design staff to confirm facility configuration (conducted in conjunction with field survey). Additional meetings during bid and construction phases will be as listed in this scope of work.

## **Deliverables**

Schematic Design Submittal (30%)

Preliminary construction drawings

Full size (24 x 36) on Bond (4 copies)

Preliminary Specifications (4 copies)

Engineer's Opinion of Probable Construction Cost (4 copies)

Final Design Submittal (95%)  
Final construction drawings  
Full size (24 x 36) on Bond (4 copies)  
Final Specifications (4 copies)  
Engineer's Opinion of Probable Construction Cost (4 copies)

Bid Document Submittal (100%)  
Bid Construction Drawings  
Full size (24 x 36) on Bond (1 copies)  
Bid Specifications  
Bond (1 copy, bound)  
Engineer's Opinion of Probable Construction Cost (1 copy)  
CD with Bid Documents (in AutoCAD 2010, MS Word, Excel and Adobe PDF)

### **Construction Phase Services**

It is assumed that the City will perform construction management, administration and inspection. Dibble will perform the following construction phase services:

**Task 7: Preconstruction Meeting:** Dibble will attend one (1) pre-construction meeting.

**Task 8: Site Visits:** Periodic site visits will be performed by Dibble's design team during the course of construction. A maximum of three (3) site visits will be performed.

**Task 9: Requests for Information:** Dibble will respond to Requests for Information from the Contractor and issue clarifications and/or modifications to the Contract Documents as required to construct the project in accordance with the design and performance criteria established during design.

**Task 10: Shop Drawings:** Dibble will review shop drawings, product data and other engineering submittals required by the Contract Documents. It is assumed that a maximum of ten (10) submittals will be reviewed and each submittal will be reviewed no more than two (2) times. Submittals will be reviewed within ten (10) working days, unless expedited review is requested in advance by the Contractor.

**Task 11: Work Change Directives:** Dibble will prepare Work Change Directives for modifications to the Contract Documents as required to construct the project in accordance with the design and performance criteria established during design.

**Task 12: Startup and Commissioning:** Dibble will assist the City and contractor with startup and commissioning. It is assumed that startup and commissioning services will include one (1) site visit and coordination of startup and operational parameters with the Contractor in advance of startup.

**Task 13: Record Drawings:** Dibble will prepare certified record drawings from Contractor redlines. One copy of the record drawings (4 mil mylar) will be provided to the City at the completion of the project.

**Task 14: Project Closeout:** Dibble will participate in the final walkthrough inspection for substantial completion. The City will be responsible for punch list generation and issuance of substantial and final completion to the contractor.

#### **E. SUBCONSULTANT- ELECTRICAL ENGINEERING**

CR Engineers will provide electrical engineering services as part of this scope of work. Electrical engineering services will include design phase services and construction phase services in accordance with this scope of work. The Electrical Engineering Services scope of work is identified in Exhibit 1.

#### **F. DIRECT EXPENSES and ALLOWANCES**

Direct Expenses will be reimbursed as identified below.

- Document Reproduction: Document reproduction will be invoiced at cost (no markup).

#### **G. ASSUMPTIONS and EXCLUSIONS**

- It is assumed that permitting from MCESD is not required, as the system is non-potable and downstream of the public service meter.
- It is assumed that the City will coordinate and submit plans to City of Avondale Engineering and Building Departments.
- It is assumed that the City will perform construction management, administration and daily inspection of the project construction.
- Design of wellhead treatment, chlorination systems, booster pumping systems and other items not listed in this scope of work is excluded.
- It is assumed that no additional modifications to the well casing or screen will be completed as part of this project.
- It is assumed that the existing motor control center, pump starter(s) and remote terminal unit from the Cashion site will be utilized at this site.

**City of Avondale  
Mountain View Well Improvements  
and Piping Modifications**

**STAFF HOURS AND FEE PROPOSAL**

**Dibble Engineering Staff Hours By Task**

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Survey Manager RLS	Survey Technician LSIT	2-Man Survey Crew	Admin Assistant	Total
<b>DESIGN PHASE SERVICES</b>											
1	Data Collection	2		2	4					2	10
2	Design Survey/Base Mapping						7	10	14		31
3	Utility Coordination			2	8					2	12
4.1	Schematic (30%) Design Submittal	4	4	12	24	32				2	78
4.2	Final (95%) Design Submittal	4	4	8	16	24				2	58
4.3	Bid Document (100%) Submittal	2	2	6	8	18				1	37
5	Bidding Phase Assistance	2		4		2				1	9
6	Project Management/Coordination & Meetings	12		8						2	22
<b>SUBTOTAL</b>		<b>26</b>	<b>10</b>	<b>42</b>	<b>60</b>	<b>76</b>	<b>7</b>	<b>10</b>	<b>14</b>	<b>12</b>	<b>257</b>
<b>CONSTRUCTION PHASE SERVICES</b>											
7	Preconstruction Meeting	2		4							6
8	Site Visits (3)	4		12							16
9	Requests for Information	4		4	2	8				2	20
10	Shop Drawings	4		16	4					2	26
11	Work Change Directives	2		4		2					8
12	Startup and Commissioning	4		8						1	13
13	Record Drawings	1		2	4	8				1	16
14	Project Closeout	1		4						2	7
<b>SUBTOTAL</b>		<b>22</b>		<b>54</b>	<b>10</b>	<b>18</b>				<b>8</b>	<b>112</b>
<b>Total</b>		<b>48</b>	<b>10</b>	<b>96</b>	<b>70</b>	<b>94</b>	<b>7</b>	<b>10</b>	<b>14</b>	<b>20</b>	<b>369</b>
		<b>3.7</b>	<b>1.4</b>	<b>6.0</b>	<b>8.6</b>	<b>10.9</b>				<b>1.7</b>	<b>36.7</b>

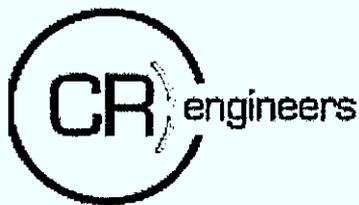
**Dibble Engineering Labor Fee By Task**

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Survey Manager RLS	Survey Technician LSIT	2-Man Survey Crew	Admin Assistant	Total
<b>DESIGN PHASE SERVICES</b>											
1	Data Collection	\$270		\$240	\$380					\$90	\$980
2	Design Survey/Base Mapping						\$945	\$850	\$1,820		\$3,615
3	Utility Coordination			\$240	\$760					\$90	\$1,090
4.1	Schematic (30%) Design Submittal	\$540	\$500	\$1,440	\$2,280	\$2,560				\$90	\$7,410
4.2	Final (95%) Design Submittal	\$540	\$500	\$960	\$1,520	\$1,920				\$90	\$5,530
4.3	Bid Document (100%) Submittal	\$270	\$250	\$720	\$760	\$1,440				\$45	\$3,485
5	Bidding Phase Assistance	\$270		\$480		\$160				\$45	\$955
6	Project Management/Coordination & Meetings	\$1,620		\$960						\$90	\$2,670
<b>SUBTOTAL</b>		<b>\$3,510</b>	<b>\$1,250</b>	<b>\$5,040</b>	<b>\$5,700</b>	<b>\$6,080</b>	<b>\$945</b>	<b>\$850</b>	<b>\$1,820</b>	<b>\$540</b>	<b>\$25,735</b>
<b>CONSTRUCTION PHASE SERVICES</b>											
7	Preconstruction Meeting	\$270		\$480							\$750
8	Site Visits (3)	\$540		\$1,440							\$1,980
9	Requests for Information	\$540		\$480	\$190	\$640				\$90	\$1,940
10	Shop Drawings	\$540		\$1,920	\$380					\$90	\$2,930
11	Work Change Directives	\$270		\$480		\$160					\$910
12	Startup and Commissioning	\$540		\$960						\$45	\$1,545
13	Record Drawings	\$135		\$240	\$380	\$640				\$45	\$1,440
14	Project Closeout	\$135		\$480						\$90	\$705
<b>SUBTOTAL</b>		<b>\$2,970</b>		<b>\$6,480</b>	<b>\$950</b>	<b>\$1,440</b>				<b>\$360</b>	<b>\$12,200</b>
<b>SUBTOTAL, Dibble Engineering Labor</b>		<b>\$6,480</b>	<b>\$1,250</b>	<b>\$11,520</b>	<b>\$6,650</b>	<b>\$7,520</b>	<b>\$945</b>	<b>\$850</b>	<b>\$1,820</b>	<b>\$900</b>	<b>\$37,935</b>
		14%	5%	20%	22%	24%				2%	

<b>SUBCONSULTANTS</b>				
Item	Unit	Cost/Unit	Qty	Total
Electrical Engineering Design (CR Engineers)	Lump Sum	\$ 15,371	1	\$ 15,371
Electrical Engineering Construction (CR Engineers)	Lump Sum	\$ 7,182	1	\$ 7,182
<b>SUBTOTAL, Subconsultants</b>				<b>\$ 22,553</b>

<b>DIRECT COSTS and ALLOWANCES</b>				
Item	Unit	Cost/Unit	Qty	Total
Reproduction/Plotting/Mylars	Set	\$ 50	24	\$ 1,200
<b>SUBTOTAL, Direct Costs and Allowances</b>				<b>\$ 1,200</b>

<b>FEE SUMMARY</b>	
	Fee
Design Phase Services (Dibble Engineering and Subconsultants)	\$ 41,106
Construction Phase Services (Dibble Engineering and Subconsultants)	\$ 19,382
Direct Expenses	\$ 1,200
<b>FEE TOTAL</b>	<b>\$ 61,688</b>



January 20, 2010

Dibble Engineering  
7500 North Dreamy Draw Drive, Suite 200  
Phoenix, Arizona 85020-4669

Attn.: Mr. Jason Fort, P.E.

Re: Mountain View Well Rehabilitation  
Proposal for Electrical Design and Services During Construction  
CRE Proposal No.: 09096

Dear Mr. Fort:

We thank you for choosing our firm to work as your designer for the above project. We are pleased to present our proposal as follows:

**SCOPE OF WORK:**

1. Prepare a set of electrical plans and specifications for the rehabilitation design of the Mountain View Well located in Avondale, Arizona.
2. The project consists of providing the electrical, security, and instrumentation and control design for the new well pump, and site electrical. Demolition of the existing electrical system for the booster pumps will also be included. An existing well motor starter, SCADA system, and control panel will be relocated to this site for implementation for the new well pump system. This scope excludes a radio survey for the relocated SCADA system. Please see attached Design Fee Proposal Worksheet for detailed Task Descriptions.
3. We will provide you with a sheet of reproducible plans, control descriptions, specifications, and opinion of probable costs for the above engineering design. We will supply a 30%, 60%, 90%, and 100% final set for bidding and construction. This 100% final set will be stamped and sealed by a Registered Professional Engineer, in the State of Arizona.
4. Services during construction are included in this Contract. Please see attached Construction Services Fee Proposal Worksheet for detailed Task Descriptions.

**FEE AND SCHEDULE:**

Our fees for the above listed tasks are detailed in the attached Fee Proposal Worksheet and are summarized below:

1. Electrical System Design: Fifteen Thousand Three Hundred Seventy One Dollars  
~~(\$15,371.00)~~

Mr. Jason Fort, P.E.  
January 20, 2010  
Page 2

2. Services During Construction: Seven Thousand One Hundred Eighty Two Dollars (\$7,182.00).

The total fee for our services Twenty Two Thousand Five Hundred Fifty Three Dollars (\$22,553.00).

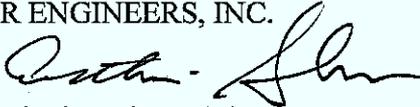
This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant. The attached Terms & Conditions are a part of this proposal. Please feel free to call if you need to discuss them.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.



Catherine Alcorn, P.E.

President

CA:dr

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*CR Engineers, Inc.*  
*Fee Proposal Summary*

Project Number: **09096**

Project Name: **Mountain View Well Rehab**

Date: **20-Jan-10**

**FEES**

**Overhead Rate:** 150 %

**Profit Margin:** 10 %

*1.0 Design Fees* \$15,371.00

*2.0 Construction Services Fees* \$7,182.00

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**Total Fees** \$22,553.00

1.0 Design Fee Proposal Worksheet

Project Number: 09096

Project Name: Mountain View Well Rehab

Date: 20-Jan-10

	Task Description	Quantity	Project Manager, PE	Lighting Designer	Staff Engineer	EIT/ Designer	Sen.Field Inspector	Field Inspector	CADD Manager	CADD Technician	Project Assistant	Total Hours
<b>1.1</b>	<b>Meetings &amp; Site Visits</b>											
1.1.1	Pre-Proposal Meet/Site Visit		3.0				3.0					6.0
1.1.2	Kick-off Meeting		2.0									2.0
1.1.3	Review Meeting(s)	3	6.0		6.0							12.0
1.1.4	Site Visit(s)				4.0		4.0					8.0
<b>1.2</b>	<b>Utility/Demand</b>											
1.2.1	Utility Coordination											
1.2.1.1	Utility Submittal											
1.2.1.2	Utility Meeting											
1.2.2	Load/SC Calculations				2.0							2.0
<b>1.3</b>	<b>Contract Documents</b>											
1.3.1	Electrical Drawing(s)	7	6.0		35.0		4.0		2.0	35.0	4.0	86.0
1.3.2	Specifications		2.0		4.0						4.0	10.0
1.3.3	Cost Estimate		2.0		2.0		2.0				2.0	8.0
1.3.4	Control Descriptions		2.0		4.0						2.0	8.0
1.3.5	Design/Develop Submittal											
1.3.6	30% Submittal QA/QC		3.0				1.0		2.0		2.0	8.0
1.3.7	60% Submittal QA/QC		4.0				1.0		2.0		2.0	9.0
1.3.8	90% Submittal QA/QC		4.0						2.0		2.0	8.0
1.3.9	100% Submittal QA/QC		3.0						2.0		2.0	7.0
1.3.10	Client Coordination		2.0		2.0							4.0
1.3.11	Permitting											
<b>2.0</b>	<b>Bidding Assistance</b>											
2.1	Pre-bid Meeting/Walk Through											
2.2	Answer Questions		2.0		3.0						1.0	6.0
2.3	Prequalify Equipment											
2.4	Review Bids											
<b>1.0</b>	<b>Totals</b>		<b>41.0</b>	<b>0.0</b>	<b>62.0</b>	<b>0.0</b>	<b>15.0</b>	<b>0.0</b>	<b>10.0</b>	<b>35.0</b>	<b>21.0</b>	<b>184.0</b>

Overhead Rate 150 %  
 Profit Margin 10 %

	Labor Rates Per Hour:	\$50.91	\$31.27	\$27.27	\$25.45	\$32.00	\$28.36	\$25.45	\$20.73	\$16.73	
	Direct Labor:	\$2,087	\$0	\$1,691	\$0	\$480	\$0	\$255	\$725	\$351	
	Overhead:	\$3,131	\$0	\$2,536	\$0	\$720	\$0	\$382	\$1,088	\$527	
	Overhead + Direct Lab:	\$5,218	\$0	\$4,227	\$0	\$1,200	\$0	\$636	\$1,814	\$878	
	(OH + Direct) x Profit:	\$522	\$0	\$423	\$0	\$120	\$0	\$64	\$181	\$88	
<b>1.0</b>	<b>Total Fees</b>	<b>\$5,740</b>	<b>\$0</b>	<b>\$4,650</b>	<b>\$0</b>	<b>\$1,320</b>	<b>\$0</b>	<b>\$700</b>	<b>\$1,995</b>	<b>\$966</b>	<b>\$15,371</b>

*CR Engineers, Inc.*  
*2.0 Construction Services Fee Proposal Worksheet*

Project Number: 09096  
 Project Name: Mountain View Well Rehab  
 Date: 20-Jan-10

	Task Description	Quantity	Project Manager, PE	Lighting Designer	Staff Engineer	EIT/ Designer	Sen.Field Inspector	Field Inspector	CADD Manager	CADD Technician	Project Assistant	Total Hours
3.1	3.1 Plan & Spec Review											
3.2	Phase I - Preconstruction											
3.2.1	Preconstruction Conference						4.0					4.0
3.2.2	Preconstruction Walk-through											
3.2.3	Utility/Contractor											
3.2.4	Construction Schedule Review											
3.2.4.1	Evaluation of Contractor's Construction Schedule											
3.2.4.2	Develop "Long Lead" Checklist											
3.2.4.3	Develop preliminary checklist for specific material and performance testing											
3.2.4.4	Develop Checklist for specialty inspections											
3.2.4.5	Develop list of anticipated submittals to act as a control sheet											
3.3	Phase II - Construction											
3.3.1	Construction Meeting(s)											
3.3.2	Utility Coordination Meeting(s)											
3.3.3	Progress Reports											
3.3.4	Submittal/Shop Dwg Review		2.0		4.0		4.0				4.0	14.0
3.3.5	RFI Responses		2.0		4.0		4.0				4.0	14.0
3.3.6	Coordinate Testing with Contractor						2.0					2.0
3.3.7	Review Contractor's change orders and prepare approved change orders											
3.3.8	Inspection(s)/Observation(s)	4					20.0				4.0	24.0
3.3.9	Quantity Counts											
3.3.10	Generator Testing											
3.3.11	Special Inspection(s)											
3.4	Phase III - Postconstruction											
3.4.1	Final Inspection(s)/Walk Through						4.0					4.0
3.4.2	Initiate Final Punch List		1.0				2.0				1.0	4.0
3.4.3	Verify completion of Punch List											
3.4.4	Collect and assemble Warranty and Product Booklet / O&M Review		2.0		4.0		2.0				2.0	10.0
3.4.5	Final Review of As-Builts / Record Drawings		2.0				2.0		2.0	4.0	2.0	12.0
3.4.6	One Year Inspection											

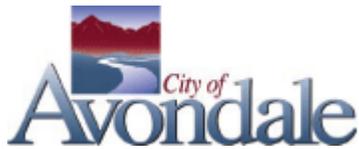
*CR Engineers, Inc.*  
*2.0 Construction Services Fee Proposal Worksheet*

Project Number: 09096  
 Project Name: Mountain View Well Rehab  
 Date: 20-Jan-10

	Task Description	Quantity	Project Manager, PE	Lighting Designer	Staff Engineer	EIT/ Designer	Sen.Field Inspector	Field Inspector	CADD Manager	CADD Technician	Project Assistant	Total Hours
3.0	Totals		9.0	0.0	12.0	0.0	44.0	0.0	2.0	4.0	17.0	88.0

Overhead Rate 150 %  
 Profit Margin 10 %

	Labor Rates Per Hour:		\$50.91	\$31.27	\$27.27	\$25.45	\$32.00	\$28.36	\$25.45	\$20.73	\$16.73	
	Direct Labor:		\$458	\$0	\$327	\$0	\$1,408	\$0	\$51	\$83	\$284	
	Overhead:		\$687	\$0	\$491	\$0	\$2,112	\$0	\$76	\$124	\$427	
	Overhead + Direct Lab:		\$1,145	\$0	\$818	\$0	\$3,520	\$0	\$127	\$207	\$711	
	(OH + Direct) x Profit:		\$115	\$0	\$82	\$0	\$352	\$0	\$13	\$21	\$71	
3.0	Total Fees		\$1,260	\$0	\$900	\$0	\$3,872	\$0	\$140	\$228	\$782	\$7,182



# CITY COUNCIL REPORT

**SUBJECT:**

Renewal of Service Agreement with Hudson Baylor West Corporation

**MEETING DATE:**

May 17, 2010

**TO:** Mayor and Council

**FROM:** Wayne Janis, P.E., Public Works Director, 623-333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the renewal of the existing agreement with Hudson Baylor West Corporation for recyclable materials services through June 30, 2012.

**BACKGROUND:**

The City of Avondale entered into a three year service agreement with Hudson Baylor West Corporation for recyclable materials services on July 1, 2007. This move allowed the City to greatly increase the revenue generated from recyclables collected. The City was also able to increase the types of materials accepted for recycling, to include glass and additional types of plastics.

The current agreement, which expires June 30, 2010, allows for two additional extension periods of two years each, under terms and conditions acceptable to both Hudson Baylor and the City of Avondale.

**DISCUSSION:**

Under the current agreement Hudson Baylor pays the City of Avondale \$20.00 per ton for all recyclable materials. Staff worked with Hudson Baylor to negotiate the following amendments to the revenue sharing term of the agreement. The following is a summary of the recommended amendments.

Hudson Baylor will continue to pay a base price of \$20.00 per ton for all Avondale single stream recyclables delivered to the facility.

Hudson Baylor will pay Avondale an additional revenue share based on the agreed upon formula below. The formula is based on the fiber price index published monthly in the Official Board Market (OBM). We will use the LA export high price.

Base Value = (OBM LAX ONP \*40%) + (OBM LAX OCC \*15%) + \$15

Additional Revenue Share = (Base Value - \$95) / 2

*Note: ONP= "old newspaper" OCC= "old corrugated containers"*

The additional revenue share payment will apply as long as Avondale maintains a quality recyclable stream. A baseline audit and quarterly audits will be performed to monitor the recyclable materials. As long as the recyclable material quality remains at or above the baseline, Avondale will be paid the additional revenue payment. If the quality is found to be below the baseline, the additional revenue payment will not be applicable until the following quarter.

In the event that Avondale elects to collect and deliver single stream cardboard loads, Hudson Baylor will pay Avondale based on the following OBM monthly index pricing structure:

LA Export OCC, High Side, minus \$80

No other amendments to the existing agreement are recommended. Staff has been very pleased with the service provided by Hudson Baylor.

**BUDGETARY IMPACT:**

In the event that the commodity markets for fiber increase, the City's revenue share will increase. As an example:

Applying March 2010 pricing to the agreed upon formula produces the following result:

Base Value =  $(\$153 * 40\%) + (\$215 * 15\%) + 15 = \$108.45$

Share Payment =  $(\$108.45 - \$95) / 2 = \$6.73$

Using March 2010 prices, payment to the City would be \$26.73 per ton, rather than the base payment of \$20.00 per ton.

**RECOMMENDATION:**

Staff recommends that the City Council approve a renewal of the agreement with the amended revenue sharing, with Hudson Baylor West Corporation for recyclable materials services.

**ATTACHMENTS:**

Click to download

 [Agreement](#)

**FIRST AMENDMENT  
TO  
RECYCLABLE MATERIALS SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HUDSON BAYLOR WEST CORPORATION**

THIS FIRST AMENDMENT TO RECYCLABLE MATERIALS SERVICES AGREEMENT (this "First Amendment") is made as of May 17, 2010, between the City of Avondale, an Arizona municipal corporation ("Avondale") and Hudson Baylor West Corporation, a Delaware corporation ("Hudson Baylor").

RECITALS

A. Avondale and Hudson Baylor entered into a Recyclable Materials Services Agreement effective July 1, 2007 (the "Agreement") under which Hudson Baylor provides recyclable materials services by purchasing certain Avondale Recyclable Materials and allowing Avondale to deposit same to the Facility (the "Services"). Capitalized terms shall have the same meaning as in the Agreement unless otherwise set forth herein.

B. Avondale has determined that continuation of the Services by Hudson Baylor is the most efficient and beneficial manner for operating Avondale's residential recycling program (the "Continued Services").

C. Avondale and Hudson Baylor desire to enter into this First Amendment to extend the term of the Agreement, to provide for additional revenue sharing payments to Avondale for the Continued Services, and to add additional terms to the Agreement.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement shall be extended from July 1, 2010 to June 30, 2012.

2. Tipping Fees and Revenue Sharing. Section 9 of the Agreement is hereby amended to read as follows:

9. Tipping Fees and Revenue Sharing.

a. There shall be no charge for Recyclable Materials tipped at the Facility. Hudson Baylor shall pay to Avondale a Commodity Revenue Sharing

Fee of \$20.00 per ton for each ton of Recyclable Materials delivered to the Facility.

b. In addition to the Commodity Revenue Sharing Fee described in Section 9(a), above, Hudson Baylor shall, subject to the limitations set forth in Section 9(c), below, pay to Avondale an additional amount (the “Additional Revenue Share”), which Additional Revenue Share amount shall be calculated each month as set forth below using the Los Angeles Export High price (the “LAX”), as published in the first weekly Official Board Markets (the “OBM”) publication of each month:

$$\text{Base Value} = ((\text{OBM LAX Old newspaper})(40\%)) + ((\text{OBM LAX Old corrugated container})(15\%)) + \$15$$

$$\text{Additional Revenue Share} = (\text{Base Value} - \$95) / 2$$

c. Hudson Baylor shall pay to Avondale an Additional Revenue Share so long as Avondale maintains the quality of the Recyclable Materials; provided, however, that Hudson Baylor shall pay to Avondale an Additional Revenue Share from and after May 17, 2010 until further eligibility for such Additional Revenue Share shall be determined in accordance with this Agreement.

(i) Hudson Baylor shall measure the quality of the Recyclable Materials by performing quarterly audits of the Recyclable Materials to determine the amount non-recoverable materials included with Avondale’s Recyclable Materials. All quarterly audits, including the Baseline Audit, defined below, shall be performed by Hudson Baylor in accordance with written audit procedures mutually agreed upon by the parties.

(ii) The first quarterly audit of the Recyclable Materials performed by Hudson Baylor after the date first set forth above shall establish the baseline quality measurement (the “BQM”) of the Recyclable Materials by measuring the amount of non-recoverable materials in the Recyclable Materials (the “Baseline Audit”).

(iii) Subsequent quarterly audits shall measure the amount of non-recoverable materials in the Recyclable Materials against the BQM. In the event that the non-recoverable materials are equal to or less than the BQM, Hudson Baylor shall pay to Avondale an Additional Revenue Share amount calculated in accordance with Section 9(b), above. In the event that the amount of non-recoverable materials exceeds the BQM, Hudson Baylor shall not pay the Additional Revenue Share amount to Avondale.

(iv) In the event that the amount of non-recoverable materials in the Recyclable Materials exceeds the BQM in two consecutive quarterly audits,

Hudson Baylor shall initiate discussions with Avondale to facilitate maintenance and development of the quality of the Recyclable Materials.

d. In the event that Avondale collects and delivers clean commercial cardboard loads (“CCC”), Hudson Baylor shall pay to Avondale an amount (the “CCC Amount”) calculated each month as set forth below using the Los Angeles Export High price (the “LAX”), as published in the first weekly OBM publication of each month:

$$\text{CCC Amount} = \text{OBM LAX} - \$80$$

4. Additional General Provisions. The following new subsections are hereby added to Section 15 of the Agreement:

o. Records and Audit Rights. Hudson Baylor’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Hudson Baylor and its subcontractors’ employees who perform any work or Services pursuant to this Agreement to ensure that Hudson Baylor and its subcontractors are complying with the warranty under subsection (p) below (all the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by Avondale, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Hudson Baylor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Hudson Baylor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection (p) below. To the extent necessary for Avondale to audit Records as set forth in this subsection, Hudson Baylor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, Avondale shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by Avondale to Hudson Baylor pursuant to this Agreement. Hudson Baylor and its subcontractors shall provide Avondale with adequate and appropriate workspace so that Avondale can conduct audits in compliance with the provisions of this subsection. Avondale shall give Hudson Baylor or its subcontractors reasonable advance notice of intended audits. Hudson Baylor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

p. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Hudson Baylor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and

compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Hudson Baylor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by Avondale.

q. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, Hudson Baylor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If Avondale determines that the Hudson Baylor submitted a false certification, Avondale may impose remedies as provided by law including terminating this Agreement.

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

6. Non-Default. By executing this First Amendment, Hudson Baylor affirmatively asserts that Avondale is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

**"Avondale"**

**"Hudson Baylor"**

CITY OF AVONDALE, an Arizona  
municipal corporation

HUDSON BAYLOR WEST  
CORPORATION, a Delaware corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

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

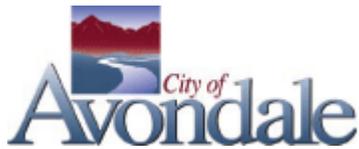
ATTEST:

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

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

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





# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2908-510 - Fiscal Year 2010-2011  
Tentative Budget

**MEETING DATE:**

May 17, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution setting forth the fiscal year 2010-2011 tentative budget and establishing the City's annual expenditure limitation in the amount of \$185,880,860.

**BACKGROUND:**

On February 8, 2010, the City Manager presented his general fund recommended budget to the Mayor and Council for the 2010-2011 fiscal year. The recommended budget included reductions to the general fund base budget to align appropriations with the estimated revenues which have declined from prior years. The budget proposal also reflected the elimination of 22.5 existing positions since the adoption of the 2009-2010 annual budget.

The proposed budget included supplemental requests for increases in Economic Development and Information Technology staffing, additional costs for the Northwest Public Safety Facility, American Sports Center, CAT team and payroll system maintenance. In addition retirement contributions increased for the Arizona State Retirement System and the Police Public Safety Personnel Retirement System. The contributions to vehicle and equipment replacement funds were restored after a one year suspension.

On March 29, 2010 the City Manager presented his recommended budget for all special revenue, enterprise, debt service and capital funds for the 2010-2011 fiscal year. Two supplemental requests were added, one for the Highway User Revenue Fund for increased streetlight electricity and the second to the Sanitation Fund for recycling equipment. The ten year capital plan accounted for the continued lag in development fee revenue and the delay of bond issuance based on dedicated sales tax revenue collections.

In conformance with State law and the City Charter, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures for fiscal year 2010-2011. The total budget may be reduced prior to final adoption, but cannot be increased.

**DISCUSSION:**

The combined operating and capital budget for fiscal year 2010-2011 totals \$185,880,860. Total revenues anticipated for fiscal year 2010-2011 are \$128,667,080. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

Supplemental requests approved by Council total \$736,240. The tentative budget as presented includes adjustments to include additional appropriations for the inclusion of an Improvement District

Project in the amount of \$25 million, correction of capital fund totals in the amount of \$1.6 million for projects which were included in the detail review but not rolled into the fund totals by fund in error, appropriations for copier replacements in the Printer - Copier Service Fund in the amount of \$105,730 and increased Detention Service costs in the amount of \$60,000 for a pilot program with Tolleson. Positions have been revised to include the supplemental full time equivalents. The schedule of authorized positions is attached for your review.

Carryover appropriation is used for projects or purchases that were planned for the current year but will not be completed until next fiscal year. Since appropriations lapse on June 30, this appropriation must be included in the tentative budget to ensure the spending authority is included in the maximum limit. Carryovers were increased from the amounts presented on March 29, 2010 by \$834,200 including Court Funds, CDBG and Police grants. Carryover requests total \$45,704,530 most of which is needed to complete capital projects. This amount may decrease after actual expenditures have been analyzed and the 2009-2010 fiscal year is closed.

Proposed Budget Total	\$157,544,690
Adjustments:	
Improvement District Project	\$25,000,000
CIP Total Revisions	1,600,000
Supplementals (Less transfer to Replacement Funds)	736,240
Police Detention	60,000
Printer Copier Fund	105,730
Carryover adjustments	834,200
Tentative Budget Total	\$185,880,860

The tentative budget is presented on forms prescribed by the Auditor General. The forms include a summary of the City's tax levy and tax rate information. The total tax rate is expected to remain at \$1.1058 for fiscal year 2010-2011. The official budget forms will be published as required for two consecutive weeks in a newspaper of general circulation along with notices of public hearing on the final budget and the property tax levy. The following list shows the timeline for all actions required for formal adoption of the City's annual budget:

- May 17th Adopt tentative budget
- June 4th 1st publication of tentative budget and truth in taxation notice
- June 11th 2nd publication of tentative budget and truth in taxation notice
- June 21st Hold public hearing on budget, property tax levy and truth in taxation. Convene special meeting

### **BUDGETARY IMPACT:**

Adoption of this resolution will set the maximum expenditure limit for the upcoming fiscal year.

### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution, setting forth the fiscal year 2010-2011 tentative budget and establishing the City's annual expenditure limitation in the amount of \$185,880,860, and direct staff to ensure all publication and noticing requirements are met.

### **ATTACHMENTS:**

Click to download

- [Resolution 2809-510](#)
- [Schedule of Authorized Positions](#)

**RESOLUTION NO. 2908-510**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF AVONDALE FOR FISCAL YEAR 2010-2011.

**WHEREAS**, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the "City Council") is required to adopt a budget; and

**WHEREAS**, the City Manager has prepared and filed with the City Council the City Manager's Budget estimates for the fiscal year beginning July 1, 2010 and ending June 30, 2011; and

**WHEREAS**, the qualified electors of the City of Avondale (the "City") did, on November 3, 2009, approve the Home Rule Option for expenditure limitations pursuant to the Arizona Constitution Article IX, Section 20; and

**WHEREAS**, the Home Rule Option requires that an expenditure limitation must be established each year as part of the annual budget.

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

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

SECTION 2. That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget for the fiscal year beginning July 1, 2010 and ending June 30, 2011, including the establishment of the expenditure limitation for such fiscal year in the amount of \$185,880,860.

SECTION 3. That, upon approval of the City Council, such official tentative budget shall be published in the official City newspaper once a week for two consecutive weeks.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 17, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2908-510

[Statements and Schedules]

See following pages.

**CITY OF AVONDALE**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2011**

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2010	ACTUAL EXPENDITURES/EXPENSES** 2010	FUND BALANCE/NET ASSETS*** July 1, 2010	PROPERTY TAX REVENUES 2011	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2011	OTHER FINANCING 2011		INTERFUND TRANSFERS 2011		TOTAL FINANCIAL RESOURCES AVAILABLE 2011	BUDGETED EXPENDITURES/EXPENSES 2011
						SOURCES:	<USES>:	IN:	<OUT>:		
1. General Fund	45,681,140	35,573,909	25,109,506	Primary: 2,219,010	38,423,170				3,408,720	65,751,686	42,855,630
2. Special Revenue	23,625,230	13,547,977	8,462,097		22,673,000			784,920	7,365,290	31,920,017	17,896,380
3. Debt Service Funds Available	15,362,480	15,339,516	15,223,538	Secondary: 3,418,990	505,200			7,556,800		26,704,528	13,500,430
4. Less: Designation for Future Debt Service											
5. Total Debt Service Funds	15,362,480	15,339,516	15,223,538	3,418,990	505,200			7,556,800		26,704,528	13,500,430
6. Capital Projects	79,049,650	9,036,266	46,241,842		4,851,950	25,000,000		3,455,960	1,153,850	79,549,752	68,527,720
7. Permanent Funds											
8. Enterprise Funds Available	55,899,830	33,477,690	47,765,328		27,562,020			1,516,020	1,366,020	76,843,368	39,153,390
9. Less: Designation for Future Debt Service											
10. Total Enterprise Funds	55,899,830	33,477,690	47,765,328	-	27,562,020			1,516,020	1,366,020	76,843,368	39,153,390
11. Internal Service	4,251,140	3,843,272	2,466,477		3,578,570				19,820	6,045,047	3,947,310
<b>Total All Funds</b>	<b>\$ 223,869,470</b>	<b>\$ 110,818,630</b>	<b>\$ 145,268,788</b>	<b>\$ 5,638,000</b>	<b>\$ 97,593,910</b>	<b>\$ 25,000,000</b>		<b>\$ 13,313,700</b>	<b>\$ 13,313,700</b>	<b>\$ 286,814,398</b>	<b>\$ 185,880,860</b>

**EXPENDITURE LIMITATION COMPARISON**

	2010	2011
1. Budgeted expenditures/expenses	\$ 223,869,470	\$ 185,880,860
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	223,869,470	185,880,860
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 223,869,470	\$ 185,880,860
6. EEC or voter-approved alternative expenditures limitation	\$ 223,869,470	\$ 185,880,860

\*Includes Expenditure/Expense Adjustments Approved in 2009-10 from Schedule E.

\*\*Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts in this column represent Fund Balance/Net Asset amounts except for amounts invested in capital assets, net of related debt, and reserved/restricted amounts established as offsets to assets presented for informational purposes (i.e., prepaids, inventory, etc.).

**City of Avondale**  
**Summary of Tax Levy and Tax Rate Information**  
**Fiscal Year 2011**

	<u>2009-10</u> <u>Fiscal Year</u>	<u>2010-11</u> <u>Fiscal Year</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 2,089,490	\$ 2,219,010
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ 2,089,490	\$ 2,219,010
B. Secondary property taxes	4,764,450	3,418,990
C. Total property tax levy amounts	\$ 6,853,940	\$ 5,638,000
4. Property taxes collected*		
A. Primary property taxes		
(1) 2009-10 year's levy	\$ 1,936,434	
(2) Prior years' levies	0	
(3) Total primary property taxes	\$ 1,936,434	
B. Secondary property taxes		
(1) 2009-10 year's levy	\$ 4,526,228	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ 4,526,228	
C. Total property taxes collected	\$ 6,462,662	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.3634	0.4537
(2) Secondary property tax rate	0.7424	0.6521
(3) Total city/town tax rate	1.1058	1.1058
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating \_\_\_\_\_ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2010-11**

SOURCE OF REVENUES	Estimated Revenues 2010	Actual Revenues* 2010	Estimated Revenues 2011
<b>General Fund</b>			
<b>Taxes</b>			
Local Sales Taxes	20,263,880	17,902,979	18,767,710
Franchise Taxes	710,400	710,400	710,400
Audit Assessments	303,080	536,958	536,960
Prior Year Taxes	29,260	53,202	53,200
In-Lieu Taxes	11,340	19,749	19,750
<b>Intergovernmental Revenues</b>			
State Urban Revenue Sharing	8,975,050	8,954,575	6,763,990
City's Share of St. Sales Tax	5,168,710	4,891,330	4,891,330
Auto Lieu Tax	2,577,950	2,306,948	2,306,950
IGAs Other Cities & Towns	400,670	178,654	244,650
State Grants	70,440	66,863	66,860
IGA - Counties	0	63,333	0
<b>Licenses and Permits</b>			
Building & Develop Permits	722,430	442,890	442,900
Licenses	251,050	235,173	235,170
Other Permits	21,900	30,605	30,600
Development Charges for Service	31,610	11,925	11,920
<b>Charges for Services</b>			
Recreation Charges for Service	343,750	313,813	1,073,920
Internal Charges for Service	0	0	426,900
Other Charges for Service	445,050	238,393	238,440
Development Charges for Service	199,880	97,658	97,680
<b>Fines, Forfeitures and Penalties</b>			
Fines & Forfeitures	1,183,270	1,120,585	908,190
Other Fines	6,080	19,148	19,150
<b>Miscellaneous Revenue</b>			
Other Revenue	217,930	258,870	365,940
Interest	157,500	157,500	157,510
Donations	98,210	16,310	53,050
<b>Total General Fund</b>	<b>\$42,189,440</b>	<b>\$38,627,860</b>	<b>\$38,423,170</b>
<b>Special Revenue</b>			
<b>Highway User Revenue Fund</b>			
Highway User Fees (Gas Tax)	4,394,010	3,729,012	3,817,850
Interest	35,000	1,827	38,970
Other Revenue	0	156	160
<b>Social Service</b>			
Senior Nutrition	322,650	192,505	180,520

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2010-11**

SOURCE OF REVENUES	Estimated Revenues 2010	Actual Revenues* 2010	Estimated Revenues 2011
<b>Social Service</b>			
Community Action Program	136,060	30,450	154,170
<b>CDBG</b>			
Federal Grants	1,328,920	203,702	964,050
<b>Other Grants</b>			
Home Grant	679,990	308,048	410,600
<b>0.5% Dedicated Sales Tax</b>			
0.5% Dedicated Sales Tax	5,704,570	5,070,547	5,416,420
<b>Public Safety Dedicated Sales Tax</b>			
Public Safety Dedicated Sales Tax	5,633,170	5,069,114	5,416,420
<b>Regional Family Advocacy</b>			
Regional Family Advocacy	536,850	511,850	539,840
<b>R.I.C.O. All Agencies</b>			
Co. R.I.C.O. w/Maricopa Atty	0	16,615	0
<b>Transit Fund</b>			
IGAs Other Cities & Towns	209,730	152,270	121,480
Interest	3,400	2,144	3,500
Local Transp. Assist.(Lottery)	313,140	407,079	0
<b>ARRA Fund</b>			
Police - COPS Hiring ARRA	0	264,300	382,260
Congregate Meals	0	25,757	0
E.E.C.B.G Grant	0	132,500	0
Edward Byrne Memorial JAG	0	272,479	0
Home Delivered Meals	0	52,668	0
<b>Other Grants</b>			
Non-Departmental	7,500,000	36	5,000,040
Fines & Forfeitures	137,330	103,464	85,800
GOHS - DUI Task Force	0	0	69,000
Voca Crime Victim Advocate	50,500	0	50,500
Paul Coverdell Grant	0	0	13,500
Edward Byrne Memorial JAG	0	0	5,700
Interest	1,500	220	220
Ft McDowell Yavapai Nation Project Re	0	10,000	0
2007 UASI GRANTS	0	19,680	0
ACJC CJRIP Grant	0	1,151	0
Arizona Automobile Theft Authority	0	299	0
Caregiver Forum	0	134,237	0
COPS Universal Hiring Fund	445,040	0	0

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2010-11**

SOURCE OF REVENUES	Estimated Revenues 2010	Actual Revenues* 2010	Estimated Revenues 2011
<b>Other Grants</b>			
DUI Abatement Grant #5	0	24,996	0
Employee Assistance Fund	0	4,351	0
GRIC--Youth Development & Young Fa	0	115,000	0
Housing Rehabilitation	0	100,886	0
Library Projects	0	10,548	0
Police - Victims' Rights Program	0	10,300	0
<b>Volunteer Fireman's Pension</b>			
Volunteer Fireman's Pension	5,000	189	2,000
<b>Total Special Revenue</b>	<b>\$27,436,860</b>	<b>\$16,978,379</b>	<b>\$22,673,000</b>
<b>Debt Service</b>			
Park Issue	453,090	450,000	450,000
General Obligation Bonds	15,280	302,206	30,000
0.5% Dedicated Sales Tax	69,630	1,842	25,000
Dysart Road M.D.C.	4,470	13	200
Hwy User's Bonds '85/91/98	4,430	200	0
<b>Total Debt Service</b>	<b>\$546,900</b>	<b>\$754,261</b>	<b>\$505,200</b>
<b>Capital Projects</b>			
<b>Street Construction</b>			
State Grants	2,000,000	0	2,660,000
Development Fees	562,500	250,613	562,500
Interest	106,690	9,608	45,000
Federal Grants	802,900	0	0
One-Time Cost Sharing	240,000	0	0
IGAs Other Cities & Towns	1,000,000	313,998	0
<b>Police Development</b>			
Development Fees	103,200	45,924	103,200
Interest	23,120	1,600	500
<b>Parkland</b>			
Development Fees	750,300	333,884	750,300
Interest	38,690	3,354	23,000
Federal Grants	620,000	0	0
<b>Library Development</b>			
Development Fees	103,800	46,191	103,800
Interest	8,120	0	290
<b>Other Capital</b>			
Federal Grants	1,000,000	0	0
Landscaping Landfill Remediation	0	518	0

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2010-11**

SOURCE OF REVENUES	Estimated Revenues 2010	Actual Revenues* 2010	Estimated Revenues 2011
<b>General Government Development</b>			
Development Fees	278,700	124,022	278,700
Interest	30,020	2,008	23,000
<b>Fire Dept. Development</b>			
Development Fees	298,800	132,966	298,800
Interest	23,370	868	2,600
IGAs Other Cities & Towns	2,250,000	0	0
<b>Vehicle Replacement</b>			
Internal Charges for Service	218,270	218,270	0
Sale of Assets	0	86,293	0
Interest	32,800	3,757	0
<b>Technology Replacement Fund</b>			
Interest	6,500	257	260
<b>Total Capital Projects</b>	<b>\$10,497,780</b>	<b>\$1,574,130</b>	<b>\$4,851,950</b>
<b>Enterprise</b>			
<b>Water Fund</b>			
Water Sales	11,663,960	11,312,825	11,652,210
Development Fees	1,575,300	725,004	1,575,300
Other Revenue	4,000	172,506	172,590
Interest	653,370	22,310	167,400
Meter Fees	107,720	63,855	63,860
Sewer Fees	0	3,230	20,000
Fines & Forfeitures	9,790	5,745	5,750
Sale of Assets	0	5,974	0
<b>Wastewater Fund</b>			
Sewer Fees	7,276,020	7,032,889	7,213,420
Development Fees	1,647,900	744,647	1,647,900
Interest	344,940	11,700	121,900
<b>Sanitation Fund</b>			
Refuse Collection	4,307,740	4,503,552	4,726,580
Development Fees	91,200	40,584	91,200
Federal Grants	0	90,162	90,160
Interest	16,060	2,095	10,700
Other Permits	13,050	3,000	3,000
Other Revenue	21,040	49	50
Sale of Assets	0	18,880	0
<b>Total Enterprise</b>	<b>\$27,732,090</b>	<b>\$24,759,006</b>	<b>\$27,562,020</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2010-11**

SOURCE OF REVENUES	Estimated Revenues 2010	Actual Revenues* 2010	Estimated Revenues 2011
<b>Internal Service</b>			
<b>Printer - Copier Service</b>			
Internal Charges for Service	181,080	158,360	158,360
Interest	6,200	244	240
<b>Risk Management</b>			
Internal Charges for Service	1,779,340	1,702,840	1,258,700
Interest	42,600	1,593	1,590
<b>Fleet Services Management</b>			
Internal Charges for Service	2,170,170	2,050,679	2,159,440
Other Revenue	1,380	242	240
Interest	1,200	0	0
<b>Total Internal Service</b>	<b>\$4,181,970</b>	<b>\$3,913,958</b>	<b>\$3,578,570</b>
<b>Total All Funds</b>	<b>\$112,585,040</b>	<b>\$86,607,594</b>	<b>\$97,593,910</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2011**

FUND	Other Financing 2011		Interfund Transfers 2011	
	Sources	<Uses>	In	Out
<b>General Fund</b>				
General Fund	0		0	3,408,720
<b>Total General Fund</b>	<b>\$0</b>		<b>\$0</b>	<b>\$3,408,720</b>
<b>Special Revenue</b>				
CDBG	0		0	300,000
Public Arts Fund	0		25,000	
Public Safety Dedicated Sales Tax	0		0	136,130
0.5% Dedicated Sales Tax	0		0	6,289,950
Regional Family Advocacy	0		244,920	6,620
Voca Crime Victim Advocate	0		10,000	
Transit Fund	0		480,000	1,230
Other Grants	0		25,000	
Highway User Revenue Fund	0		0	631,360
<b>Total Special Revenue</b>	<b>\$0</b>		<b>\$784,920</b>	<b>\$7,365,290</b>
<b>Debt Service</b>				
Hwy User's Bonds '85/91/98	0		400,000	
0.5% Dedicated Sales Tax	0		5,462,250	
Dysart Road M.D.C.	0		722,000	
Park Issue	0		972,550	
<b>Total Debt Service</b>	<b>\$0</b>		<b>\$7,556,800</b>	
<b>Capital Projects</b>				
Police Development	0		0	117,300
Library Development	0		100,000	208,900
General Government Development	0		0	734,250
Street Construction	0		1,625,000	
Improvement Districts	25,000,000		0	
Vehicle Replacement	0		991,090	
Technology Replacement Fund	0		664,870	
Fire Dept. Development	0		75,000	93,400
<b>Total Capital Projects</b>	<b>\$25,000,000</b>		<b>\$3,455,960</b>	<b>\$1,153,850</b>
<b>Enterprise</b>				
Water Operations	0		0	848,930
Sewer Operations	0		0	132,000
Sewer Development	0		150,000	
Water Development	0		650,000	
Sanitation	0		0	385,090
Water Equipment Replacement	0		198,930	
Sewer Equipment Replacement	0		132,000	
Sanitation Equipment Replacement	0		385,090	
<b>Total Enterprise</b>	<b>\$0</b>		<b>\$1,516,020</b>	<b>\$1,366,020</b>

**CITY OF AVONDALE**  
**Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2011**

FUND	Other Financing 2011		Interfund Transfers 2011	
	Sources	<Uses>	In	Out
<b>Internal Service</b>				
Fleet Services Fund	0		0	14,020
Risk Management Fund	0		0	5,800
<b>Total Internal Service</b>	<b>\$0</b>		<b>\$0</b>	<b>\$19,820</b>
<b>Total All Funds</b>	<b>\$25,000,000</b>		<b>\$13,313,700</b>	<b>\$13,313,700</b>

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses Within Each Fund Type**  
**Fiscal Year 2011**

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2010	Expenditure/ Expense Adjustments Approved 2010	Actual Expenditures/ Expenses* 2010	Budgeted Expenditures/ Expenses 2011
<b>General Fund</b>				
General Government	14,467,380	0	9,235,035	14,844,960
Public Safety	18,385,810	0	17,653,975	17,996,550
Health and Welfare	1,730,500	0	1,361,974	1,546,960
Economic and Community Development	4,766,230	0	3,250,933	3,934,530
Culture and Recreation	5,152,960	0	3,489,478	4,128,850
Debt Service	366,910	0	366,910	366,910
Capital Outlay	811,350	0	215,604	36,870
<b>Total General Fund</b>	<b>\$45,681,140</b>	<b>\$0</b>	<b>\$35,573,909</b>	<b>\$42,855,630</b>
<b>Special Revenue</b>				
Special Revenue	23,625,230	0	13,547,977	17,896,380
<b>Total Special Revenue</b>	<b>\$23,625,230</b>	<b>\$0</b>	<b>\$13,547,977</b>	<b>\$17,896,380</b>
<b>Debt Service</b>				
Debt Service	15,362,480	0	15,339,516	13,500,430
<b>Total Debt Service</b>	<b>\$15,362,480</b>	<b>\$0</b>	<b>\$15,339,516</b>	<b>\$13,500,430</b>
<b>Capital Projects</b>				
Capital Projects	79,049,650	0	9,036,266	68,527,720
<b>Total Capital Projects</b>	<b>\$79,049,650</b>	<b>\$0</b>	<b>\$9,036,266</b>	<b>\$68,527,720</b>
<b>Enterprise</b>				
Sanitation	3,946,760	0	3,332,344	3,811,800
Sanitation Development	39,600	0	39,600	39,600
Sanitation Equipment Replacement	500,000	0	500,000	538,700
Sewer Operations	7,685,590	0	7,480,722	7,655,980
Sewer Development	16,694,000	0	7,438,553	3,000,000
Sewer Equipment Replacement	63,500	0	63,500	28,420
Water Operations	12,373,440	0	11,527,101	10,888,370
Water Development	14,481,840	0	2,980,770	12,780,000
Water Equipment Replacement	115,100	0	115,100	410,520
<b>Total Enterprise</b>	<b>\$55,899,830</b>	<b>\$0</b>	<b>\$33,477,690</b>	<b>\$39,153,390</b>
<b>Internal Service</b>				
Fleet Services Fund	2,161,260	0	2,049,038	1,980,850
Printer - Copier Service Fund	182,000	0	141,425	287,730
Risk Management Fund	1,907,880	0	1,652,809	1,678,730
<b>Total Internal Service</b>	<b>\$4,251,140</b>	<b>\$0</b>	<b>\$3,843,272</b>	<b>\$3,947,310</b>
<b>Total All Funds</b>	<b>\$223,869,470</b>	<b>\$0</b>	<b>\$110,818,630</b>	<b>\$185,880,860</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2011**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2010	Expenditure/ Expense Adjustments Approved 2010	Actual Expenditures/ Expenses* 2010	Budgeted Expenditures/ Expenses 2011
<b>City Council</b>				
General Fund	166,000	0	101,824	231,030
<b>Total City Council</b>	<b>\$166,000</b>	<b>\$0</b>	<b>\$101,824</b>	<b>\$231,030</b>
<b>City Administration</b>				
Risk Management Fund	1,907,880	0	1,652,809	1,678,730
General Fund	1,198,620	0	1,175,178	1,309,640
Public Arts Fund	95,230	0	65,180	91,220
Other Grants	25,000	0	174	25,480
<b>Total City Administration</b>	<b>\$3,226,730</b>	<b>\$0</b>	<b>\$2,893,341</b>	<b>\$3,105,070</b>
<b>Information Technology</b>				
General Fund	1,839,820	0	1,683,965	1,653,550
<b>Total Information Technology</b>	<b>\$1,839,820</b>	<b>\$0</b>	<b>\$1,683,965</b>	<b>\$1,653,550</b>
<b>Community Relations</b>				
Transit Fund	1,468,800	0	1,244,745	720,200
General Fund	544,030	0	439,504	505,160
<b>Total Community Relations</b>	<b>\$2,012,830</b>	<b>\$0</b>	<b>\$1,684,249</b>	<b>\$1,225,360</b>
<b>Field Operations</b>				
Fleet Services Fund	2,161,260	0	2,049,038	0
Sanitation	3,946,760	0	3,332,344	0
General Fund	66,320	0	72,233	0
Highway User Revenue Fund	1,791,270	0	1,751,243	0
<b>Total Field Operations</b>	<b>\$7,965,610</b>	<b>\$0</b>	<b>\$7,204,858</b>	<b>\$0</b>
<b>Non-Departmental</b>				
General Fund	6,944,360	0	1,800,713	6,872,360
Other Grants	7,500,000	0	0	5,000,000
Printer - Copier Service Fund	182,000	0	141,425	287,730
Highway User Revenue Fund	250,000	0	0	250,000
0.5% Dedicated Sales Tax	7,500	0	7,500	7,500
<b>Total Non-Departmental</b>	<b>\$14,883,860</b>	<b>\$0</b>	<b>\$1,949,638</b>	<b>\$12,417,590</b>
<b>Development Services</b>				
General Fund	2,852,520	0	1,863,464	0
<b>Total Development Services</b>	<b>\$2,852,520</b>	<b>\$0</b>	<b>\$1,863,464</b>	<b>\$0</b>
<b>Long Range Planning</b>				
General Fund	0	0	201	0
<b>Total Long Range Planning</b>	<b>\$0</b>	<b>\$0</b>	<b>\$201</b>	<b>\$0</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2011**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2010	Expenditure/ Expense Adjustments Approved 2010	Actual Expenditures/ Expenses* 2010	Budgeted Expenditures/ Expenses 2011
<b>Finance &amp; Budget</b>				
General Fund	1,121,810	0	1,036,645	1,313,450
<b>Total Finance &amp; Budget</b>	<b>\$1,121,810</b>	<b>\$0</b>	<b>\$1,036,645</b>	<b>\$1,313,450</b>
<b>Human Resources</b>				
General Fund	922,800	0	902,930	898,570
<b>Total Human Resources</b>	<b>\$922,800</b>	<b>\$0</b>	<b>\$902,930</b>	<b>\$898,570</b>
<b>Engineering</b>				
General Fund	1,019,250	0	938,999	2,923,900
Highway User Revenue Fund	2,414,260	0	2,316,368	2,048,590
Other Grants	0	0	658	0
<b>Total Engineering</b>	<b>\$3,433,510</b>	<b>\$0</b>	<b>\$3,256,025</b>	<b>\$4,972,490</b>
<b>City Clerk</b>				
General Fund	308,640	0	293,347	280,900
<b>Total City Clerk</b>	<b>\$308,640</b>	<b>\$0</b>	<b>\$293,347</b>	<b>\$280,900</b>
<b>Police</b>				
General Fund	13,391,910	0	12,265,465	12,671,700
Public Safety Dedicated Sales Tax	2,961,060	0	2,774,359	2,863,290
Regional Family Advocacy	780,870	0	736,020	778,140
ARRA Fund	0	0	440,228	353,250
Other Grants	0	0	49,855	111,200
Voca Crime Victim Advocate	56,740	0	50,765	59,460
Co. R.I.C.O. w/Maricopa Atty	0	0	16,615	0
COPS Universal Hiring Fund	445,040	0	0	0
<b>Total Police</b>	<b>\$17,635,620</b>	<b>\$0</b>	<b>\$16,333,307</b>	<b>\$16,837,040</b>
<b>City Court</b>				
General Fund	917,830	0	878,340	927,290
Court Payments	278,520	0	222,223	239,700
Public Safety Dedicated Sales Tax	284,070	0	280,054	222,860
<b>Total City Court</b>	<b>\$1,480,420</b>	<b>\$0</b>	<b>\$1,380,617</b>	<b>\$1,389,850</b>
<b>Fire</b>				
General Fund	5,283,940	0	5,522,849	5,444,400
Public Safety Dedicated Sales Tax	1,752,900	0	1,831,259	1,641,580
Volunteer Fireman's Pension	5,000	0	5,000	5,000
Other Grants	0	0	23,467	0
<b>Total Fire</b>	<b>\$7,041,840</b>	<b>\$0</b>	<b>\$7,382,575</b>	<b>\$7,090,980</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2011**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2010	Expenditure/ Expense Adjustments Approved 2010	Actual Expenditures/ Expenses* 2010	Budgeted Expenditures/ Expenses 2011
<b>Economic Development</b>				
General Fund	988,460	0	542,269	1,010,630
<b>Total Economic Development</b>	<b>\$988,460</b>	<b>\$0</b>	<b>\$542,269</b>	<b>\$1,010,630</b>
<b>Parks, Recreation &amp; Libraries</b>				
General Fund	6,474,540	0	4,770,920	5,299,110
Senior Nutrition	315,440	0	348,073	254,520
Other Grants	0	0	3,645	0
<b>Total Parks, Recreation &amp; Libraries</b>	<b>\$6,789,980</b>	<b>\$0</b>	<b>\$5,122,638</b>	<b>\$5,553,630</b>
<b>Neighborhood &amp; Family Services</b>				
General Fund	1,640,290	0	1,285,063	1,456,760
Other Grants	1,916,480	0	332,148	700,000
CDBG	364,460	0	206,702	594,050
Home Grant	782,690	0	716,142	329,990
Community Action Program	129,900	0	125,554	131,940
<b>Total Neighborhood &amp; Family Services</b>	<b>\$4,833,820</b>	<b>\$0</b>	<b>\$2,665,609</b>	<b>\$3,212,740</b>
<b>Public Works</b>				
Water Development	14,481,840	0	2,980,770	12,780,000
Water Operations	12,373,440	0	11,527,101	10,888,370
Sewer Operations	7,685,590	0	7,480,722	7,655,980
Sanitation	0	0	0	3,811,800
Sewer Development	16,694,000	0	7,438,553	3,000,000
Fleet Services Fund	0	0	0	1,980,850
Highway User Revenue Fund	0	0	0	1,468,410
Sanitation Equipment Replacement	500,000	0	500,000	538,700
Water Equipment Replacement	115,100	0	115,100	410,520
General Fund	0	0	0	57,180
Sanitation Development	39,600	0	39,600	39,600
Sewer Equipment Replacement	63,500	0	63,500	28,420
<b>Total Public Works</b>	<b>\$51,953,070</b>	<b>\$0</b>	<b>\$30,145,346</b>	<b>\$42,659,830</b>
<b>Debt Service</b>				
0.5% Dedicated Sales Tax	7,519,470	0	7,519,470	5,454,180
General Obligation Bonds	5,282,240	0	5,274,544	5,453,540
Park Issue	1,418,420	0	1,411,270	1,455,210
Dysart Road M.D.C.	726,660	0	728,542	721,650
Hwy User's Bonds '85/91/98	415,690	0	405,690	415,850

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2011**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2010	Expenditure/ Expense Adjustments Approved 2010	Actual Expenditures/ Expenses* 2010	Budgeted Expenditures/ Expenses 2011
<b>Debt Service</b>				
<b>Total Debt Service</b>	<b>\$15,362,480</b>	<b>\$0</b>	<b>\$15,339,516</b>	<b>\$13,500,430</b>
<b>Capital Projects</b>				
Improvement Districts	25,000,000	0	0	25,000,000
Street Construction	23,657,420	0	5,899,248	22,105,000
Parkland	20,201,120	0	1,579,217	15,800,000
Police Development	2,317,530	0	117,529	2,200,000
Vehicle Replacement	812,000	0	812,000	1,217,000
Fire Dept. Development	3,908,080	0	528,709	1,152,000
Technology Replacement Fund	96,000	0	69,000	1,053,720
Library Development	10,000	0	0	0
General Government Development	47,500	0	30,563	0
Transit Capital Projects	3,000,000	0	0	0
<b>Total Capital Projects</b>	<b>\$79,049,650</b>	<b>\$0</b>	<b>\$9,036,266</b>	<b>\$68,527,720</b>
<b>Total All Funds</b>	<b>\$223,869,470</b>	<b>\$0</b>	<b>\$110,818,630</b>	<b>\$185,880,860</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>City Administration</u></b>				
Assistant City Manager	2.00	2.00	2.00	2.00
City Manager	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00
Senior Executive Assistant	1.00	1.00	1.00	1.00
<b>Total City Administration</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b><u>Grants Administration</u></b>				
Grants Administrator	1.00	1.00	1.00	1.00
Management Technician	0.00	0.00	0.00	1.00
<b>Total Grants Administration</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>2.00</b>
<b><u>Information Technology</u></b>				
Development Services Technician	0.00	0.00	0.00	1.00
Help Desk Technician II	1.00	0.00	0.00	0.00
Information Technology Director	1.00	1.00	1.00	1.00
Information Technology Technician	1.00	0.00	0.00	0.00
IT Administrator Unix/Windows	1.00	1.00	1.00	1.00
IT Application Developer	2.00	1.00	1.00	2.00
IT Applications Development Manager	0.00	0.00	0.00	1.00
IT Applications Manager	0.00	0.00	1.00	0.00
IT Assistant Director	0.00	1.00	1.00	1.00
IT Desktop Technician I	1.00	1.00	1.00	1.00
IT Desktop Technician II	0.00	2.00	1.00	2.00
IT Help Desk Supervisor	1.00	1.00	0.00	0.00
IT Support Specialist	1.00	0.00	0.00	0.00
IT Systems Administrator	0.00	1.00	1.20	1.20
IT Systems Analyst	1.00	1.00	1.00	1.00
Network Engineer	1.00	1.00	1.00	1.00
Systems Administrator	1.00	0.00	0.00	0.00
Systems Support Administrator	1.00	0.00	0.00	0.00
<b>Total Information Technology</b>	<b>13.00</b>	<b>11.00</b>	<b>10.20</b>	<b>13.20</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Community Relations</u></b>				
<b>Public Information Office</b>				
Administrative Secretary	0.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
Assistant to the Mayor and Council	1.00	1.00	1.00	1.00
Community Relations Director	1.00	1.00	1.00	1.00
Community Relations Specialist	1.00	0.00	0.00	0.00
Public Information Officer	1.00	1.00	1.00	1.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
<b>Total Public Information Office</b>	<b>5.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Intergovernmental Affairs</b>				
Intergovernmental Affairs Manager	1.00	1.00	1.00	1.00
<b>Total Intergovernmental Affairs</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Total Community Relations</b>	<b>6.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b><u>Field Operations</u></b>				
<b>Field Operations Administration</b>				
Administrative Secretary	2.00	1.00	1.00	0.00
Field Operations Assistant Director	1.00	1.00	1.00	0.00
Field Operations Director	1.00	1.00	1.00	0.00
Fleet Services Coordinator	1.00	1.00	1.00	0.00
<b>Total Field Operations Administration</b>	<b>5.00</b>	<b>4.00</b>	<b>4.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>5.00</b>	<b>4.00</b>	<b>4.00</b>	<b>0.00</b>
<b><u>Development Services</u></b>				
<b>Planning</b>				
Development Services Representative	0.00	0.00	1.00	0.00
Development Services Technician	0.00	1.00	0.00	0.00
Planner I	1.00	2.00	1.00	0.00
Planner II	3.00	2.00	2.00	0.00
Planning Manager	1.00	1.00	1.00	0.00
Senior Administrative Clerk	1.00	1.00	0.00	0.00
Senior Planner	1.00	1.00	1.00	0.00
Zoning Specialist	1.00	1.00	1.00	0.00
<b>Total Planning</b>	<b>8.00</b>	<b>9.00</b>	<b>7.00</b>	<b>0.00</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Development Services</u></b>				
<b>Building Services</b>				
Building Inspector	6.00	4.00	3.00	0.00
Chief Building Official	1.00	1.00	1.00	0.00
Fire Inspector II	0.00	0.00	1.00	0.00
Plans Examiner	1.00	1.00	1.00	0.00
Senior Plans Examiner	1.00	1.00	1.00	0.00
<b>Total Building Services</b>	<b>9.00</b>	<b>7.00</b>	<b>7.00</b>	<b>0.00</b>
<b>Development Services Center</b>				
Development Services Representative	1.00	2.00	1.00	0.00
Development Services Supervisor	1.00	1.00	1.00	0.00
Development Services Technician	1.00	1.00	2.00	0.00
Permits Technician	1.00	0.00	0.00	0.00
Planning Technician	1.00	0.00	0.00	0.00
<b>Total Development Services Center</b>	<b>5.00</b>	<b>4.00</b>	<b>4.00</b>	<b>0.00</b>
<b>Engineering Plan Review</b>				
Engineering Plan Review Manager	1.00	1.00	1.00	0.00
Engineering Technician II	1.00	1.00	1.00	0.00
Landscape Architect	1.00	0.00	0.00	0.00
Plans Review Engineer	1.00	1.00	1.00	0.00
<b>Total Engineering Plan Review</b>	<b>4.00</b>	<b>3.00</b>	<b>3.00</b>	<b>0.00</b>
<b>Development Svcs Administration</b>				
Administrative Secretary	1.00	1.00	1.00	0.00
Development Services Director	1.00	1.00	1.00	0.00
<b>Total Development Svcs Administration</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>0.00</b>
<b>Total Development Services</b>	<b>28.00</b>	<b>25.00</b>	<b>23.00</b>	<b>0.00</b>
<b><u>Long Range Planning</u></b>				
Long Range Planning Director	1.00	0.00	0.00	0.00
<b>Total Long Range Planning</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Finance &amp; Budget</u></b>				
<b>Financial Services</b>				
Accountant	2.00	3.00	2.00	2.00
Accounting Manager	1.00	1.00	1.00	0.00
Accounting Supervisor	0.00	0.00	0.00	1.00
Administrative Secretary	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
Controller	1.00	1.00	1.00	1.00
Finance & Budget Director	1.00	1.00	1.00	1.00
Privilege Tax Auditor	1.00	2.00	1.00	2.00
Revenue Collector	1.00	1.00	1.00	1.00
Senior Account Clerk	6.50	5.50	5.50	5.50
<b>Total Financial Services</b>	<b>14.50</b>	<b>15.50</b>	<b>13.50</b>	<b>14.50</b>
<b>Water Billing</b>				
Account Clerk	1.00	0.00	0.00	0.00
Customer Service Manager	1.00	1.00	1.00	1.00
Customer Service Supervisor	1.00	1.00	1.00	1.00
Senior Account Clerk	6.00	7.00	7.00	7.00
Utility Customer Service Worker	1.00	1.00	1.00	1.00
<b>Total Water Billing</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>
<b>Budget and Research</b>				
Budget Analyst	2.00	2.00	2.00	2.00
Budget Manager	1.00	0.00	0.00	0.00
Buyer	1.00	0.00	0.00	0.00
Finance & Budget Assistant Director	0.00	1.00	1.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00
<b>Total Budget and Research</b>	<b>5.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Total Finance &amp; Budget</b>	<b>29.50</b>	<b>29.50</b>	<b>27.50</b>	<b>28.50</b>
<b><u>Human Resources</u></b>				
Benefits Administrator	0.00	1.00	1.00	1.00
Benefits Manager	1.00	0.00	0.00	0.00
HR Assistant Director	1.00	1.00	1.00	1.00
Human Resources Analyst	2.00	1.00	1.00	1.00
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Technician	3.00	2.00	2.00	2.00
Senior HR Analyst	0.00	1.00	1.00	1.00
<b>Total Human Resources</b>	<b>8.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Human Resources</u></b>				
<b>Organizational Training &amp; Development</b>				
Employee Development Coordinator	1.00	0.00	0.00	0.00
<b>Total Organizational Training &amp; Develo</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Engineering</u></b>				
<b>Planning</b>				
Administrative Assistant	0.00	0.00	0.00	1.00
Development Services Representative	0.00	0.00	0.00	1.00
Planner I	0.00	0.00	0.00	1.00
Planner II	0.00	0.00	0.00	2.00
Planning Manager	0.00	0.00	0.00	1.00
Zoning Specialist	0.00	0.00	0.00	1.00
<b>Total Planning</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7.00</b>
<b>Building Services</b>				
Building Inspector	0.00	0.00	0.00	3.00
Chief Building Official	0.00	0.00	0.00	1.00
Fire Inspector II	0.00	0.00	0.00	1.00
Plans Examiner	0.00	0.00	0.00	1.00
Senior Plans Examiner	0.00	0.00	0.00	1.00
<b>Total Building Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7.00</b>
Administrative Secretary	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
City Engineer	1.00	1.00	1.00	1.00
Construction Project Manager	1.00	1.00	1.00	1.00
Engineering Inspector	4.00	4.00	3.00	2.00
Engineering Project Manager	3.00	2.00	2.00	2.00
Engineering Technician II	0.00	0.00	0.00	1.00
Management Assistant	1.00	1.00	1.00	1.00
Plans Review Engineer	0.00	0.00	0.00	1.00
Senior Engineering Project Manager	1.00	1.00	1.00	1.00
<b>Total Engineering</b>	<b>12.00</b>	<b>11.00</b>	<b>10.00</b>	<b>11.00</b>
<b>Traffic Engineering</b>				
Traffic Engineer	1.00	1.00	0.00	0.00
<b>Total Traffic Engineering</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Engineering</b>	<b>13.00</b>	<b>12.00</b>	<b>10.00</b>	<b>25.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>City Clerk</u></b>				
City Clerk	1.00	1.00	1.00	1.00
City Clerk Assistant II	0.00	0.00	1.00	1.00
Deputy City Clerk	1.00	0.00	0.00	0.00
Records Management Clerk	1.00	1.00	1.00	1.00
Senior Administrative Clerk	3.00	3.00	2.00	2.00
<b>Total City Clerk</b>	<b>6.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b><u>Police</u></b>				
<b>Police - Administration</b>				
Administrative Assistant to the Police Chief	1.00	1.00	1.00	1.00
Assistant Police Chief	1.00	1.00	1.00	1.00
Internal Affairs Investigator	0.00	0.00	1.00	1.00
Overfill FTE	5.00	0.00	0.00	0.00
Police Chief	1.00	1.00	1.00	1.00
Police Crime Analyst	1.00	1.00	1.00	1.00
Senior Management Assistant	1.00	1.00	1.00	1.00
<b>Total Police - Administration</b>	<b>10.00</b>	<b>5.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Police - Community Services</b>				
Community Service Supervisor	1.00	1.00	1.00	1.00
Education Specialist	1.00	0.00	0.00	0.00
Senior Administrative Clerk	1.00	1.00	1.00	1.00
<b>Total Police - Community Services</b>	<b>3.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Police - Patrol Support</b>				
Animal Control Officer	1.50	1.50	2.00	2.00
Park Ranger	3.00	3.00	2.00	2.00
Police Sergeant	1.00	1.00	1.00	1.00
<b>Total Police - Patrol Support</b>	<b>5.50</b>	<b>5.50</b>	<b>5.00</b>	<b>5.00</b>
<b>Police - Professional Standards Bureau</b>				
Background Investigator	1.00	1.00	1.00	0.00
Policy & Procedure Analyst	1.00	0.00	0.00	0.00
Professional Standard Bureau Supervisor	0.00	1.00	1.00	0.00
Senior Administrative Clerk	1.00	1.00	1.00	0.00
<b>Total Police - Professional Standards B</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>0.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Police</u></b>				
<b>Police - Communications</b>				
CAD-RMS Applications Administrator	0.00	1.00	1.00	1.00
Communications Manager	1.00	1.00	0.00	0.00
Communications Supervisor	3.00	3.00	3.00	3.00
Police Systems Administrator	1.00	0.00	0.00	0.00
Public Safety Dispatcher	13.00	12.00	14.00	14.00
<b>Total Police - Communications</b>	<b>18.00</b>	<b>17.00</b>	<b>18.00</b>	<b>18.00</b>
<b>Police - Records</b>				
Police Records Clerk	3.00	2.00	3.00	3.00
Police Records Supervisor	0.00	0.00	1.00	0.00
<b>Total Police - Records</b>	<b>3.00</b>	<b>2.00</b>	<b>4.00</b>	<b>3.00</b>
<b>Police - Traffic</b>				
Police Traffic Program Coordinator	0.00	1.00	2.00	1.00
<b>Total Police - Traffic</b>	<b>0.00</b>	<b>1.00</b>	<b>2.00</b>	<b>1.00</b>
<b>Police - Detention Services</b>				
Detention Officer	3.00	3.00	3.00	3.00
Detention Supervisor	3.00	2.00	2.00	2.00
<b>Total Police - Detention Services</b>	<b>6.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Police - Patrol</b>				
Administrative Secretary	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
Police Corporal	1.00	0.00	0.00	0.00
Police Lieutenant	2.00	2.00	3.00	3.00
Police Officer	39.00	46.00	46.00	46.00
Police Sergeant	7.00	11.00	10.00	10.00
Volunteer Coordinator	1.00	1.00	1.00	1.00
<b>Total Police - Patrol</b>	<b>51.00</b>	<b>61.00</b>	<b>61.00</b>	<b>61.00</b>
<b>Police - Investigations</b>				
Administrative Secretary	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
Identification Technician	1.00	1.00	1.00	1.00
Investigations Support Officer	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00
Police Officer	9.00	11.00	11.00	12.00
Police Sergeant	4.00	3.00	4.00	4.00
Property & Evidence Custodian	2.00	2.00	2.00	2.00
<b>Total Police - Investigations</b>	<b>19.00</b>	<b>20.00</b>	<b>21.00</b>	<b>22.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Police</u></b>				
<b>Police - Tolleson Animal Control</b>				
Animal Control Officer	0.50	0.50	0.00	0.00
<b>Total Police - Tolleson Animal Control</b>	<b>0.50</b>	<b>0.50</b>	<b>0.00</b>	<b>0.00</b>
<b>Police - Avondale SRO</b>				
Police Officer	1.00	1.00	1.00	1.00
<b>Total Police - Avondale SRO</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Police - Littleton School Resource</b>				
Police Officer	2.00	0.00	0.00	0.00
<b>Total Police - Littleton School Resource</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Police - Agua Fria SRO</b>				
Police Officer	1.00	1.00	1.00	1.00
<b>Total Police - Agua Fria SRO</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Police - Tolleson Union SRO</b>				
Police Officer	2.00	2.00	2.00	2.00
<b>Total Police - Tolleson Union SRO</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Police - GI ITEM</b>				
Police Officer	0.00	0.00	1.00	1.00
<b>Total Police - GI ITEM</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Total Police</b>	<b>125.00</b>	<b>126.00</b>	<b>132.00</b>	<b>128.00</b>
<b><u>City Court</u></b>				
<b>Court</b>				
Court Clerk I	0.50	2.00	3.00	3.00
Court Clerk II	3.00	2.00	2.00	2.00
Court Clerk III	3.00	3.00	3.00	3.00
Court Supervisor	1.00	1.00	1.00	1.00
Municipal Judge	1.00	1.00	1.00	1.00
<b>Total Court</b>	<b>8.50</b>	<b>9.00</b>	<b>10.00</b>	<b>10.00</b>
<b>Court Security</b>				
Court Security Officer	1.00	1.00	0.20	0.20
<b>Total Court Security</b>	<b>1.00</b>	<b>1.00</b>	<b>0.20</b>	<b>0.20</b>
<b>Total City Court</b>	<b>9.50</b>	<b>10.00</b>	<b>10.20</b>	<b>10.20</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Fire</u></b>				
<b>Fire - Community Services</b>				
Assistant Fire Marshall	1.00	1.00	0.00	0.00
Emergency Management Coordinator	1.00	1.00	1.00	1.00
Fire Inspector I	0.00	0.00	1.00	1.00
Fire Inspector II	3.00	2.00	1.00	1.00
Fire Marshall	0.00	0.00	1.00	1.00
Fire Plans Examiner	1.00	1.00	0.00	0.00
Public Education Specialist	1.00	1.00	1.00	1.00
<b>Total Fire - Community Services</b>	<b>7.00</b>	<b>6.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Fire - Administration</b>				
Administrative Secretary	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
Fire Chief	1.00	1.00	1.00	1.00
<b>Total Fire - Administration</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Fire - Professional Development</b>				
Fire Division Chief/Training Officer	0.00	0.00	1.00	1.00
<b>Total Fire - Professional Development</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Fire - Intervention Services</b>				
Administrative Secretary	1.00	0.00	0.00	0.00
Battalion Chief	1.00	1.00	2.00	2.00
Division Chief	1.00	1.00	0.00	0.00
Fire Captain	9.00	9.00	9.00	10.00
Fire Engineer	9.00	8.00	8.00	8.00
Firefighter	14.00	14.00	14.00	13.00
<b>Total Fire - Intervention Services</b>	<b>35.00</b>	<b>33.00</b>	<b>33.00</b>	<b>33.00</b>
<b>Total Fire</b>	<b>44.00</b>	<b>41.00</b>	<b>41.00</b>	<b>41.00</b>
<b><u>Economic Development</u></b>				
Business Development Manager	0.00	0.00	0.00	1.00
Economic Development Analyst	1.00	1.00	1.00	1.00
Economic Development Director	1.00	1.00	0.00	1.00
Revitalization Project Manager	1.00	1.00	0.00	0.00
<b>Total Economic Development</b>	<b>3.00</b>	<b>3.00</b>	<b>1.00</b>	<b>3.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Grounds Maintenance</b>				
Customer Service Assistant	5.00	0.00	0.00	0.00
Maintenance Worker	3.00	0.00	0.00	0.00
Parks Supervisor	1.00	1.00	0.00	0.00
Senior Maintenance Worker	6.00	6.00	0.00	0.00
<b>Total Grounds Maintenance</b>	<b>15.00</b>	<b>7.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Building Maintenance</b>				
Building Maintenance Worker	1.00	1.00	1.00	1.00
Craftsperson	1.00	1.00	1.00	1.00
Custodian	3.00	3.00	3.00	0.00
Facilities Manager	1.00	1.00	1.00	1.00
Facilities Work Coordinator	0.00	1.00	1.00	0.00
Facility/Grounds Maintenance Superintendent	1.00	0.00	0.00	0.00
<b>Total Building Maintenance</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>3.00</b>
<b>Congregate Meals</b>				
Senior Administrative Clerk	0.00	0.10	0.10	0.10
<b>Total Congregate Meals</b>	<b>0.00</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>
<b>Home Delivered Meals</b>				
Kitchen Assistant	0.50	0.50	0.50	0.50
Senior Administrative Clerk	0.00	0.80	0.80	0.80
<b>Total Home Delivered Meals</b>	<b>0.50</b>	<b>1.30</b>	<b>1.30</b>	<b>1.30</b>
<b>MCSO</b>				
Senior Administrative Clerk	0.00	0.10	0.10	0.10
<b>Total MCSO</b>	<b>0.00</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>
<b>PRL Administration</b>				
Administrative Secretary	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
Customer Service Assistant	0.00	5.00	5.00	5.00
Parks, Recreation & Libraries Assistant Director	1.00	1.00	1.00	0.00
Parks, Recreation & Libraries Director	1.00	1.00	1.00	0.00
Parks, Recreation & Libraries Services Director	0.00	0.00	0.00	1.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
<b>Total PRL Administration</b>	<b>4.00</b>	<b>8.00</b>	<b>8.00</b>	<b>7.00</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Library - Sam Garcia</b>				
Librarian	1.00	1.00	1.00	1.00
Library Administrative Services Coordinator	1.00	1.00	1.00	0.00
Library Assistant	3.50	4.00	4.00	3.00
Library Manager	1.00	1.00	1.00	0.00
Library Monitor	0.00	0.00	0.50	0.00
Library Page	0.00	0.00	0.50	1.00
<b>Total Library - Sam Garcia</b>	<b>6.50</b>	<b>7.00</b>	<b>8.00</b>	<b>5.00</b>
<b>Library - Civic Center</b>				
Associate Librarian	2.00	2.00	0.00	0.00
IT Desktop Technician II	0.00	0.00	1.00	0.00
Librarian	3.00	3.00	3.00	3.00
Library Assistant	3.00	2.50	4.00	4.00
Library IT Support Specialist	1.00	1.00	0.00	0.00
Library Manager	0.00	0.00	1.00	1.00
Library Monitor	0.00	0.00	0.50	0.50
Library Page	2.50	2.50	1.50	1.50
Library Supervisor	1.00	1.00	1.00	1.00
<b>Total Library - Civic Center</b>	<b>12.50</b>	<b>12.00</b>	<b>12.00</b>	<b>11.00</b>
<b>Recreation</b>				
Recreation Coordinator	4.00	4.00	3.00	3.00
<b>Total Recreation</b>	<b>4.00</b>	<b>4.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Total Parks, Recreation &amp; Libraries</b>	<b>49.50</b>	<b>46.50</b>	<b>39.50</b>	<b>30.50</b>
<b><u>Neighborhood &amp; Family Services</u></b>				
Administrative Secretary	0.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
Neighborhood & Family Services Director	1.00	1.00	1.00	1.00
Revitalization Project Manager	0.00	0.00	1.00	1.00
Youth Development Coordinator	1.00	1.00	1.00	1.00
<b>Total Neighborhood &amp; Family Services</b>	<b>2.00</b>	<b>3.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Social Services</b>				
Community Outreach Specialist	1.00	1.00	1.00	1.00
Community Relations Specialist	0.00	1.00	1.00	0.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Social Services Manager	1.00	1.00	1.00	1.00
<b>Total Social Services</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>2.00</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>101 General Fund</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
<b>Code Enforcement</b>				
Administrative Secretary	1.00	1.00	0.00	0.00
Code Compliance Manager	1.00	1.00	1.00	1.00
Code Compliance Specialist	1.00	1.00	1.00	1.00
Code Enforcement Officer	4.00	4.00	4.00	4.00
Neighborhood Preservation Tech	1.00	1.00	1.00	1.00
<b>Total Code Enforcement</b>	<b>8.00</b>	<b>8.00</b>	<b>7.00</b>	<b>7.00</b>
<b><u>Public Works</u></b>				
<b>Field Operations Administration</b>				
Administrative Assistant	0.00	0.00	0.00	1.00
Field Operations Assistant Director	0.00	0.00	0.00	1.00
Fleet Services Coordinator	0.00	0.00	0.00	1.00
Water Resources Director	0.00	0.00	0.00	0.25
<b>Total Field Operations Administration</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.25</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.25</b>
<b>Total General Fund</b>	<b>360.50</b>	<b>345.00</b>	<b>335.40</b>	<b>319.65</b>
<b>Special Revenue</b>				
<b>201 Highway User Revenue Fund</b>				
<b><u>Field Operations</u></b>				
<b>Streets</b>				
Equipment Operator	5.00	5.00	5.00	0.00
Maintenance Worker	6.00	5.00	3.00	0.00
Pavement Management Technician	1.00	1.00	0.00	0.00
Senior Equipment Operator	1.00	2.00	1.00	0.00
Street Maintenance Supervisor	1.00	1.00	1.00	0.00
<b>Total Streets</b>	<b>14.00</b>	<b>14.00</b>	<b>10.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>14.00</b>	<b>14.00</b>	<b>10.00</b>	<b>0.00</b>
<b><u>Development Services</u></b>				
<b>Engineering Plan Review</b>				
Traffic Review Engineer	1.00	0.00	0.00	0.00
<b>Total Engineering Plan Review</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Development Services</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Engineering</u></b>				
Pavement Management Technician	0.00	0.00	1.00	1.00
<b>Total Engineering</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>201 Highway User Revenue Fund</b>				
<b><u>Engineering</u></b>				
<b>Traffic Engineering</b>				
Assistant Traffic Engineer	1.00	1.00	1.00	1.00
Signal Technician	1.00	1.00	1.00	1.00
Streetlight Technician	2.00	2.00	2.00	2.00
Traffic Engineering Technician	1.00	0.00	0.00	0.00
Traffic Operations Supervisor	0.00	1.00	1.00	1.00
Traffic Operations Technician	2.00	2.00	2.00	2.00
<b>Total Traffic Engineering</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b><u>Public Works</u></b>				
<b>Streets</b>				
Equipment Operator	0.00	0.00	0.00	5.00
Field Operations Crew Leader	0.00	0.00	0.00	1.00
Maintenance Worker	0.00	0.00	0.00	2.00
Street Maintenance Supervisor	0.00	0.00	0.00	1.00
<b>Total Streets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9.00</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9.00</b>
<b>202 Senior Nutrition</b>				
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Congregate Meals</b>				
Cook	1.00	1.50	1.50	1.00
Recreation Specialist	0.00	0.25	0.00	0.00
Senior Center Aide	0.30	0.75	0.75	0.75
Social Services Coordinator	0.30	0.00	0.00	0.00
<b>Total Congregate Meals</b>	<b>1.60</b>	<b>2.50</b>	<b>2.25</b>	<b>1.75</b>
<b>Home Delivered Meals</b>				
Cook	1.00	0.50	0.50	1.00
HDM Driver	0.00	1.00	1.00	0.50
<b>Total Home Delivered Meals</b>	<b>1.00</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>
<b>MCSO</b>				
Recreation Specialist	0.00	0.75	0.00	0.00
Senior Center Aide	0.70	0.25	0.25	0.25
Social Services Coordinator	0.70	0.00	0.00	0.00
<b>Total MCSO</b>	<b>1.40</b>	<b>1.00</b>	<b>0.25</b>	<b>0.25</b>
<b>Total Parks, Recreation &amp; Libraries</b>	<b>4.00</b>	<b>5.00</b>	<b>4.00</b>	<b>3.50</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>203 Community Action Program</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
<b>Community Action Program</b>				
Neighborhood Outreach Coordinator	1.00	1.00	0.00	0.00
Social Services Coordinator	2.00	2.00	2.00	2.00
<b>Total Community Action Program</b>	<b>3.00</b>	<b>3.00</b>	<b>2.00</b>	<b>2.00</b>
<b><i>Total Neighborhood &amp; Family Services</i></b>	<b>3.00</b>	<b>3.00</b>	<b>2.00</b>	<b>2.00</b>
<b>205 Home Grant</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
CDBG Program Manager	0.00	0.00	0.00	0.07
<b>Total Neighborhood &amp; Family Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.07</b>
<b>209 Other Grants</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
<b>NSP Home Buyer Assistance Grant</b>				
CDBG Program Manager	0.00	0.00	0.30	0.00
<b>Total NSP Home Buyer Assistance Gran</b>	<b>0.00</b>	<b>0.00</b>	<b>0.30</b>	<b>0.00</b>
<b><i>Total Neighborhood &amp; Family Services</i></b>	<b>0.00</b>	<b>0.00</b>	<b>0.30</b>	<b>0.00</b>
<b>215 Transit Fund</b>				
<b><u>City Administration</u></b>				
<b>Transit Operations</b>				
Management Assistant	0.00	1.00	0.00	0.00
Transit Coordinator	1.00	0.00	0.00	0.00
<b>Total Transit Operations</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b><i>Total City Administration</i></b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Community Relations</u></b>				
<b>Transit Operations</b>				
Management Assistant	0.00	0.00	1.00	1.00
<b>Total Transit Operations</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>
<b><i>Total Community Relations</i></b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>
<b>225 Voca Crime Victim Advocate</b>				
<b><u>Police</u></b>				
<b>Police - Victims' Rights Program</b>				
Crime Victim Advocate	1.00	1.00	1.00	1.00
<b>Total Police - Victims' Rights Program</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b><i>Total Police</i></b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>227 Court Payments</b>				
<b><u>City Court</u></b>				
<b>Court Security</b>				
Court Security Officer	0.00	0.00	0.80	0.80
<b>Total Court Security</b>	<b>0.00</b>	<b>0.00</b>	<b>0.80</b>	<b>0.80</b>
<b>Total City Court</b>	<b>0.00</b>	<b>0.00</b>	<b>0.80</b>	<b>0.80</b>
<b>229 Regional Family Advocacy</b>				
<b><u>Police</u></b>				
<b>Police - Regional Family Advocacy Center</b>				
Administrative Secretary	0.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.00	1.00
FAC Manager	0.00	1.00	1.00	1.00
IT Desktop Technician II	0.00	1.00	0.00	0.00
IT Systems Administrator	0.00	0.00	0.80	0.80
<b>Total Police - Regional Family Advocacy</b>	<b>0.00</b>	<b>3.00</b>	<b>2.80</b>	<b>2.80</b>
<b>Total Police</b>	<b>0.00</b>	<b>3.00</b>	<b>2.80</b>	<b>2.80</b>
<b>235 Public Safety Dedicated Sales Tax</b>				
<b><u>Police</u></b>				
<b>Police - Administration</b>				
Internal Affairs Investigator	1.00	1.00	0.00	0.00
<b>Total Police - Administration</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Police - Communications</b>				
Public Safety Dispatcher	2.00	2.00	0.00	0.00
<b>Total Police - Communications</b>	<b>2.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Police - Records</b>				
Police Records Clerk	1.00	1.00	0.00	0.00
Police Records Supervisor	1.00	1.00	0.00	0.00
<b>Total Police - Records</b>	<b>2.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Police - Traffic</b>				
Police Officer	5.00	5.00	5.00	5.00
Police Sergeant	1.00	1.00	1.00	1.00
<b>Total Police - Traffic</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Police - Detention Services</b>				
Detention Officer	3.00	3.00	3.00	3.00
<b>Total Police - Detention Services</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>235 Public Safety Dedicated Sales Tax</b>				
<b><u>Police</u></b>				
<b>Police - Patrol</b>				
Community Service Officer	1.00	1.00	1.00	1.00
Police Aide	1.00	0.00	0.00	0.00
Police Lieutenant	2.00	2.00	2.00	2.00
Police Officer	16.00	16.00	16.00	16.00
Police Traffic Program Coordinator	0.00	1.00	0.00	0.00
<b>Total Police - Patrol</b>	<b>20.00</b>	<b>20.00</b>	<b>19.00</b>	<b>19.00</b>
<b>Police - Investigations</b>				
Police Officer	2.00	2.00	2.00	2.00
<b>Total Police - Investigations</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total Police</b>	<b>36.00</b>	<b>36.00</b>	<b>30.00</b>	<b>30.00</b>
<b><u>City Court</u></b>				
<b>Court</b>				
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk I	2.00	2.00	1.00	1.00
Court Collections Specialist	1.00	1.00	1.00	0.00
<b>Total Court</b>	<b>4.00</b>	<b>4.00</b>	<b>3.00</b>	<b>2.00</b>
<b>Total City Court</b>	<b>4.00</b>	<b>4.00</b>	<b>3.00</b>	<b>2.00</b>
<b><u>Fire</u></b>				
<b>Fire - Community Services</b>				
Fire Marshall/Division Chief	1.00	1.00	0.00	0.00
Volunteer Coordinator	1.00	0.00	0.00	0.00
<b>Total Fire - Community Services</b>	<b>2.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fire - Administration</b>				
Assistant Fire Chief	1.00	0.00	0.00	0.00
<b>Total Fire - Administration</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fire - Professional Development</b>				
Training Officer/Division Chief	1.00	1.00	0.00	0.00
<b>Total Fire - Professional Development</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fire - Intervention Services</b>				
Battalion Chief	1.00	1.00	1.00	1.00
Fire Captain	3.00	4.00	4.00	3.00
Fire Engineer	3.00	3.00	3.00	4.00
Firefighter	8.00	9.00	9.00	8.00
<b>Total Fire - Intervention Services</b>	<b>15.00</b>	<b>17.00</b>	<b>17.00</b>	<b>16.00</b>
<b>Total Fire</b>	<b>19.00</b>	<b>19.00</b>	<b>17.00</b>	<b>16.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>240 CDBG</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
CDBG Program Manager	1.00	1.00	0.70	0.93
<b>Total Neighborhood &amp; Family Services</b>	<b>1.00</b>	<b>1.00</b>	<b>0.70</b>	<b>0.93</b>
<b>247 ARRA Fund</b>				
<b><u>Police</u></b>				
<b>Police - COPS Hiring ARRA</b>				
Police Officer	0.00	0.00	6.00	5.00
<b>Total Police - COPS Hiring ARRA</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>	<b>5.00</b>
<b>Total Police</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>	<b>5.00</b>
<b>Total Special Revenue</b>	<b>91.00</b>	<b>94.00</b>	<b>86.60</b>	<b>82.10</b>
<b>Enterprise</b>				
<b>501 Water Operations</b>				
<b><u>Engineering</u></b>				
GIS Manager	0.00	0.00	0.00	1.00
<b>Total Engineering</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>
<b><u>Water Resources</u></b>				
<b><u>Water Distribution</u></b>				
Cross Connection Control Specialist	0.00	1.00	0.00	0.00
Customer Service Technician	0.00	0.00	1.00	0.00
Customer Service Worker	0.00	0.00	2.00	0.00
Lead Water Resources Operator	0.00	0.00	1.00	0.00
Operation and Service Manager - Water Distribution	1.00	1.00	0.00	0.00
Preventative Maintenance Technician	1.00	1.00	1.00	0.00
Senior Utility Customer Service Worker	1.00	1.00	0.00	0.00
Senior Utility Operator	3.00	3.00	0.00	0.00
Senior Water Resources Operator	0.00	0.00	3.00	0.00
Utility Customer Service Worker	6.00	6.00	0.00	0.00
Utility Location Specialist	1.00	0.00	0.00	0.00
Utility Operator	7.00	7.00	0.00	0.00
Water / Well Production Supervisor	0.00	1.00	0.00	0.00
Water Distribution Foreman	1.00	0.00	0.00	0.00
Water Distribution Supervisor	0.00	0.00	1.00	0.00
Water Quality Specialist	1.00	1.00	0.00	0.00
Water Resources Operator	0.00	0.00	6.00	0.00
<b>Total Water Distribution</b>	<b>22.00</b>	<b>22.00</b>	<b>15.00</b>	<b>0.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>501 Water Operations</b>				
<b><u>Water Resources</u></b>				
<b>Water Administration</b>				
Administrative Secretary	0.50	0.50	0.00	0.00
Management Assistant	0.50	0.00	0.00	0.00
Project Manager	0.50	0.00	0.00	0.00
Senior Administrative Clerk	0.50	0.50	0.50	0.00
Water Operations Superintendent	1.00	1.00	1.00	0.00
Water Quality & Regulatory Compliance Manager	0.00	0.50	0.00	0.00
Water Resources Assistant Director	0.00	0.50	0.50	0.00
Water Resources Director	0.50	0.50	0.50	0.00
Water Resources Project Manager	0.00	1.00	0.50	0.00
<b>Total Water Administration</b>	<b>3.50</b>	<b>4.50</b>	<b>3.00</b>	<b>0.00</b>
<b>GIS and Land Services</b>				
GIS Analyst	1.00	1.00	1.00	0.00
GIS Manager	1.00	1.00	1.00	0.00
GIS/GPS Technician II	1.00	1.00	1.00	0.00
Utility Location Specialist	0.00	1.00	1.00	0.00
<b>Total GIS and Land Services</b>	<b>3.00</b>	<b>4.00</b>	<b>4.00</b>	<b>0.00</b>
Water Conservation and Education Specialist	1.00	1.00	1.00	0.00
Water Resources Coordinator	1.00	1.00	1.00	0.00
Water Resources Manager	1.00	1.00	0.00	0.00
Water Resources Planning Manager	0.00	0.00	1.00	0.00
<b>Total Water Resources</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>0.00</b>
<b>Water Quality</b>				
Cross Connection Control Specialist	0.00	0.00	1.00	0.00
Water Quality & Regulatory Compliance Manager	0.00	0.00	1.00	0.00
Water Quality Specialist	0.00	0.00	1.00	0.00
<b>Total Water Quality</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>	<b>0.00</b>
<b>Wetlands Treatment</b>				
Senior Water Recharge & Wetlands Operator	1.00	1.00	1.00	0.00
Water Recharge & Wetlands Operator	2.00	2.00	2.00	0.00
<b>Total Wetlands Treatment</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>0.00</b>

Schedule of Authorized Positions
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>501 Water Operations</b>				
<b><u>Water Resources</u></b>				
<b>Water Production</b>				
Senior Water Resources Mechanic	0.00	0.00	2.00	0.00
Utilities Water Treatment Operator	1.00	0.00	0.00	0.00
Utility Maintenance Mechanic	2.00	2.00	0.00	0.00
Utility Maintenance Technician	2.00	2.00	0.00	0.00
Water / Well Production Supervisor	0.00	0.00	1.00	0.00
Water Production Foreman	1.00	1.00	0.00	0.00
Water Resources Mechanic	0.00	0.00	2.00	0.00
Water Treatment Operator	0.00	1.00	1.00	0.00
<b>Total Water Production</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>0.00</b>
<b>Total Water Resources</b>	<b>40.50</b>	<b>42.50</b>	<b>37.00</b>	<b>0.00</b>
<b><u>Public Works</u></b>				
<b>Water Distribution</b>				
Customer Service Technician	0.00	0.00	0.00	1.00
Customer Service Worker	0.00	0.00	0.00	2.00
Lead Water Resources Operator	0.00	0.00	0.00	1.00
Preventative Maintenance Technician	0.00	0.00	0.00	1.00
Senior Water Resources Operator	0.00	0.00	0.00	3.00
Water Distribution Supervisor	0.00	0.00	0.00	1.00
Water Operations Superintendent	0.00	0.00	0.00	0.50
Water Resources Operator	0.00	0.00	0.00	6.00
<b>Total Water Distribution</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15.50</b>
<b>Water Administration</b>				
Administrative Assistant	0.00	0.00	0.00	0.50
Water Resources Assistant Director	0.00	0.00	0.00	0.50
Water Resources Director	0.00	0.00	0.00	0.38
Water Resources Project Manager	0.00	0.00	0.00	0.50
<b>Total Water Administration</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.88</b>
<b>GIS and Land Services</b>				
GIS Analyst	0.00	0.00	0.00	1.00
GIS/GPS Technician II	0.00	0.00	0.00	1.00
Utility Location Specialist	0.00	0.00	0.00	1.00
<b>Total GIS and Land Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>
<b>Water Resources</b>				
Water Conservation and Education Specialist	0.00	0.00	0.00	1.00
Water Resources Coordinator	0.00	0.00	0.00	1.00
Water Resources Manager	0.00	0.00	0.00	1.00
<b>Total Water Resources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>

Schedule of Authorized Positions
----------------------------------

Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>501 Water Operations</b>				
<b><u>Public Works</u></b>				
<b>Water Quality</b>				
Cross Connection Control Specialist	0.00	0.00	0.00	1.00
Water Quality & Regulatory Compliance Manager	0.00	0.00	0.00	1.00
Water Quality Specialist	0.00	0.00	0.00	1.00
<b>Total Water Quality</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>
<b>Wetlands Treatment</b>				
Senior Water Recharge & Wetlands Operator	0.00	0.00	0.00	1.00
Water Recharge & Wetlands Operator	0.00	0.00	0.00	2.00
<b>Total Wetlands Treatment</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>
<b>Water Production</b>				
Senior Water Resources Mechanic	0.00	0.00	0.00	2.00
Water Operations Superintendent	0.00	0.00	0.00	0.50
Water Resources Mechanic	0.00	0.00	0.00	2.00
Water Treatment Operator	0.00	0.00	0.00	1.00
Water/Well Production Supervisor	0.00	0.00	0.00	1.00
<b>Total Water Production</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.50</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35.88</b>
<b>503 Sewer Operations</b>				
<b><u>Water Resources</u></b>				
<b>Wastewater Collection</b>				
Operations and Service Manager - Collections	0.00	1.00	0.00	0.00
Senior Utility Operator	2.00	2.00	0.00	0.00
Senior Water Resources Operator	0.00	1.00	3.00	0.00
Utility Field Foreman	1.00	0.00	0.00	0.00
Utility Operator	2.00	2.00	0.00	0.00
Wastewater Collection Supervisor	0.00	0.00	1.00	0.00
Water Resources Mechanic	0.00	1.00	1.00	0.00
Water Resources Operator	0.00	1.00	2.00	0.00
Water Resources Superintendent	0.00	0.00	0.50	0.00
<b>Total Wastewater Collection</b>	<b>5.00</b>	<b>8.00</b>	<b>7.50</b>	<b>0.00</b>

<b>Schedule of Authorized Positions</b>
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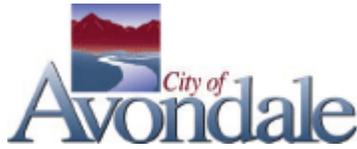
Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>503 Sewer Operations</b>				
<b><u>Water Resources</u></b>				
<b>Wastewater Administration</b>				
Administrative Secretary	0.50	0.50	0.00	0.00
Management Assistant	0.50	0.00	0.00	0.00
Project Manager	0.50	0.00	0.00	0.00
Senior Administrative Clerk	0.50	0.50	0.50	0.00
Water Quality & Regulatory Compliance Manager	0.00	0.50	0.00	0.00
Water Resources Assistant Director	0.00	0.50	0.50	0.00
Water Resources Director	0.50	0.50	0.50	0.00
Water Resources Project Manager	0.00	1.00	0.50	0.00
<b>Total Wastewater Administration</b>	<b>2.50</b>	<b>3.50</b>	<b>2.00</b>	<b>0.00</b>
<b>Water Reclamation Facility</b>				
Chief Wastewater Plant Operator	1.00	1.00	0.00	0.00
Pretreatment and Laboratory Coordinator	1.00	1.00	1.00	0.00
Senior Wastewater Treatment Plant Operator	1.00	0.00	0.00	0.00
Senior Water Resources Mechanic	0.00	1.00	1.00	0.00
Utility Maintenance Mechanic	0.00	1.00	0.00	0.00
Utility Maintenance Worker	1.00	0.00	0.00	0.00
Wastewater Treatment Plant Operator	5.00	4.00	0.00	0.00
Water Reclamation Supervisor	0.00	0.00	1.00	0.00
Water Resources Mechanic	0.00	1.00	2.00	0.00
Water Resources Operator	0.00	0.00	4.00	0.00
Water Resources Superintendent	0.00	0.00	0.50	0.00
<b>Total Water Reclamation Facility</b>	<b>9.00</b>	<b>9.00</b>	<b>9.50</b>	<b>0.00</b>
<b>Total Water Resources</b>	<b>16.50</b>	<b>20.50</b>	<b>19.00</b>	<b>0.00</b>
<b><u>Public Works</u></b>				
<b>Wastewater Collection</b>				
Operations and Service Manager - Collections	0.00	0.00	0.00	1.00
Senior Water Resources Operator	0.00	0.00	0.00	3.00
Water Resources Mechanic	0.00	0.00	0.00	1.00
Water Resources Operator	0.00	0.00	0.00	2.00
Water Resources Superintendent	0.00	0.00	0.00	0.50
<b>Total Wastewater Collection</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7.50</b>
<b>Wastewater Administration</b>				
Administrative Assistant	0.00	0.00	0.00	0.50
Water Resources Assistant Director	0.00	0.00	0.00	0.50
Water Resources Director	0.00	0.00	0.00	0.37
Water Resources Project Manager	0.00	0.00	0.00	0.50
<b>Total Wastewater Administration</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.87</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>503 Sewer Operations</b>				
<b><u>Public Works</u></b>				
<b>Water Reclamation Facility</b>				
Pretreatment and Laboratory Coordinator	0.00	0.00	0.00	1.00
Senior Water Reclamation Facility Operator	0.00	0.00	0.00	1.00
Senior Water Resource Mechanic	0.00	0.00	0.00	1.00
Utility Maintenance Mechanic	0.00	0.00	0.00	1.00
Wastewater Treatment Plant Operator	0.00	0.00	0.00	4.00
Water Resources Mechanic	0.00	0.00	0.00	1.00
Water Resources Superintendent	0.00	0.00	0.00	0.50
<b>Total Water Reclamation Facility</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9.50</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18.87</b>
<b>520 Sanitation</b>				
<b><u>Field Operations</u></b>				
<b>Solid Waste</b>				
Equipment Operator	8.00	10.00	9.00	0.00
Senior Equipment Operator	3.00	2.00	2.00	0.00
Service Assistant	1.00	1.00	1.00	0.00
Solid Waste Supervisor	1.00	1.00	1.00	0.00
<b>Total Solid Waste</b>	<b>13.00</b>	<b>14.00</b>	<b>13.00</b>	<b>0.00</b>
<b>Sanitation-Uncontained</b>				
Equipment Operator	4.00	1.00	1.00	0.00
Senior Equipment Operator	1.00	3.00	2.00	0.00
<b>Total Sanitation-Uncontained</b>	<b>5.00</b>	<b>4.00</b>	<b>3.00</b>	<b>0.00</b>
<b>Education and Enforcement</b>				
Solid Waste Inspector	2.00	1.00	1.00	0.00
Solid Waste Inspector/Coordinator	0.00	1.00	1.00	0.00
<b>Total Education and Enforcement</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>20.00</b>	<b>20.00</b>	<b>18.00</b>	<b>0.00</b>
<b><u>Public Works</u></b>				
<b>Solid Waste</b>				
Equipment Operator	0.00	0.00	0.00	10.00
Senior Equipment Operator	0.00	0.00	0.00	2.00
Solid Waste Supervisor	0.00	0.00	0.00	1.00
<b>Total Solid Waste</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13.00</b>
<b>Sanitation-Uncontained</b>				
Equipment Operator	0.00	0.00	0.00	1.00
Field Operations Crew Leader	0.00	0.00	0.00	1.00
Senior Equipment Operator	0.00	0.00	0.00	1.00
<b>Total Sanitation-Uncontained</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>

<b>Schedule of Authorized Positions</b>
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Position-Title	Authorized 2007-2008	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011
<b>520 Sanitation</b>				
<b><u>Public Works</u></b>				
<b>Education and Enforcement</b>				
Solid Waste Inspector	0.00	0.00	0.00	1.00
Solid Waste Inspector/Coordinator	0.00	0.00	0.00	1.00
<b>Total Education and Enforcement</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2.00</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18.00</b>
<b>Total Enterprise</b>	<b>77.00</b>	<b>83.00</b>	<b>74.00</b>	<b>73.75</b>
<b>Internal Service</b>				
<b>605 Risk Management Fund</b>				
<b><u>City Administration</u></b>				
<b>Risk Management Operations</b>				
Risk Management Claims Analyst	0.00	1.00	1.00	1.00
Risk Manager	1.00	1.00	1.00	1.00
Safety and Risk Coordinator	1.00	0.00	0.00	0.00
<b>Total Risk Management Operations</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total City Administration</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>606 Fleet Services Fund</b>				
<b><u>Field Operations</u></b>				
<b>Fleet Services</b>				
Automotive Equipment Mechanic	5.00	5.00	4.00	0.00
Equipment Parts Specialist	1.00	1.00	1.00	0.00
Fleet Services Supervisor	1.00	1.00	1.00	0.00
Parts Warehouse/Service Assistant	1.00	0.00	0.00	0.00
Public Safety Equipment Mechanic	1.00	1.00	0.00	0.00
<b>Total Fleet Services</b>	<b>9.00</b>	<b>8.00</b>	<b>6.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>9.00</b>	<b>8.00</b>	<b>6.00</b>	<b>0.00</b>
<b><u>Public Works</u></b>				
<b>Fleet Services</b>				
Automotive Equipment Mechanic	0.00	0.00	0.00	4.00
Equipment Parts Specialist	0.00	0.00	0.00	1.00
Fleet Services Supervisor	0.00	0.00	0.00	1.00
<b>Total Fleet Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>
<b>Total Internal Service</b>	<b>11.00</b>	<b>10.00</b>	<b>8.00</b>	<b>8.00</b>
<b>Total Authorized Full-Time Equivalents</b>	<b>539.50</b>	<b>532.00</b>	<b>504.00</b>	<b>483.50</b>



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2906-510 and Resolution 2907-510 -  
Adoption of the Water Resource Master Plan and  
Water Infrastructure Master Plan

**MEETING DATE:**

May 17, 2010

**TO:** Mayor and Council

**FROM:** Wayne Janis, Public Works Director (623)333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve resolutions adopting the Water Resource Master Plan and the Water Infrastructure Master Plan.

**BACKGROUND:**

On July 20, 2009 City Council approved a Professional Services Agreement with Malcolm Pirnie to complete a new Water Master Plan. Staff has been working with the consultant to complete this important task. A presentation of the draft results of the study was given to City Council on January 11, 2010 for their information and comment. The Water Resource Master Plan and the Water Infrastructure Master Plan have been completed.

**DISCUSSION:**

The Master Plans will guide the City of Avondale in the development of water resources and infrastructure as the City population expands in the future. The Master Plans show that the City's current water supplies are adequate for the present population served by the City. The challenge will be to continue to provide a safe water supply in the most economical manner possible as the City continues to develop.

**BUDGETARY IMPACT:**

There is no budgetary impact for acceptance of the Master Plans.

**RECOMMENDATION:**

Staff recommends that the City Council approve resolutions to adopt the Water Resource Master Plan and the Water Infrastructure Master Plan.

**ATTACHMENTS:**

Click to download

[Resolution 2906-510](#)

[Resolution 2907-510](#)

**RESOLUTION NO. 2906-510**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,  
ARIZONA, ADOPTING THE CITY OF AVONDALE WATER  
INFRASTRUCTURE MASTER PLAN.

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

SECTION 1. The City of Avondale Water Infrastructure Master Plan is hereby adopted  
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 Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 17, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2906-510

(City of Avondale Water Infrastructure Master Plan)

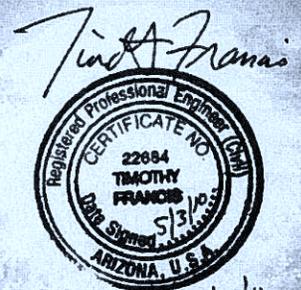
See following pages.



**FINAL Report**

# Water Infrastructure Master Plan

MAY 2010



*Expires 12/31/11*

0864-025

Solutions for Life

**MALCOLM  
PIRNIE**

The remainder of this document is on file with the City Clerk.

**RESOLUTION NO. 2907-510**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE WATER RESOURCE MASTER PLAN.

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

SECTION 1. The City of Avondale Water Resource Master Plan is hereby adopted 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 Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 17, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2907-510

(City of Avondale Water Resource Master Plan)

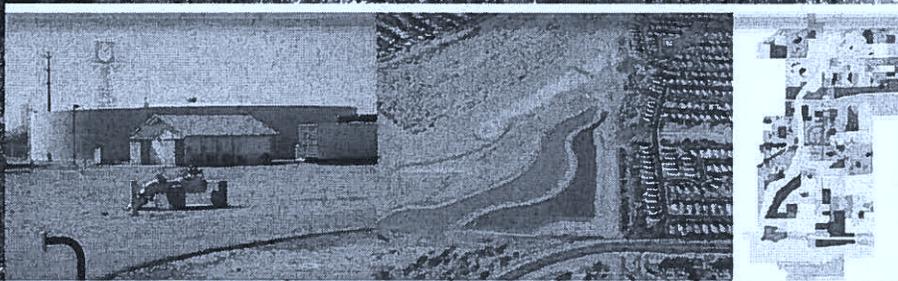
See following pages.



**FINAL Report**

# Water Resource Master Plan

MAY 2010



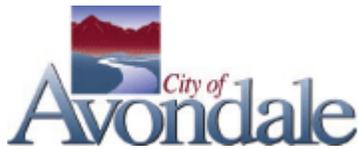
0864-025

Solutions for Life

**MALCOLM  
PIRNIE**



The remainder of this document is on file with the City Clerk.



# DEVELOPMENT SERVICES

**SUBJECT:**

Public Hearing and Ordinance 1414-510 - El Mirage Project Rezoning (Z-09-13)

**MEETING DATE:**

May 17, 2010

**TO:** Mayor and Council  
**FROM:** Sue McDermott, Director of Engineering and Development Services (623-333-4211)  
**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Rezoning approval of 2.31 acres of property from Single Family Residential (R1-6) to Community Commercial (C-2).

**PARCEL SIZE:** Approximately 2.31 acres

**LOCATION:** Approximately 275 feet west of the southwest corner of El Mirage Road and Lower Buckeye Road

**APPLICANT:** Edward G. Basar (602-788-0726)

**OWNER:** Basar Living Trust (602-788-0726)

**BACKGROUND:**

The subject property was annexed into the City August 6, 1990, and zoned R1-6 Single Family Residential. The property is currently vacant and undeveloped.

The subject property is identified as Commercial on the General Plan Land Use Map (Exhibit A).

**SUMMARY OF REQUEST:**

The applicant is requesting to rezone the property from Single Family Residential (R1-6) to Community Commercial (C-2). The applicant does not have imminent plans for development at this time.

**PARTICIPATION:**

The applicant invited 79 property owners and other interested parties to a neighborhood meeting held on January 28, 2010 to discuss the proposal. Seven property owners and interested parties attended the meeting. Items discussed included what was planned to be built on the site and what other uses could go on the site if rezoned. The applicant responded that there are no planned specific uses for the site at present, and that the list of possible uses are available from the Planning Division at the City of Avondale (Exhibit E).

The Planning Division has not received any communication opposing the request. An adjacent property owner and her daughter visited the Planning Division on January 28, 2010 and verbally expressed support for commercial uses there, such as Dollar General, but opposed a use such as a bar at the location.

A notice of the Planning Commission public hearing was published in the March 30, 2010 issue of the West Valley View newspaper. The property was posted, and letters were sent to 79 property owners, notifying the Planning Commission public hearing on, or prior to, March 30, 2010.

A notice of the City Council public hearing was published in the April 27, 2010 edition of the West Valley View newspaper. The property was posted, and letters were sent to 79 property owners, notifying the City Council public hearing on, or prior to, April 27, 2010.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on April 15, 2010, and voted 5-1 to recommend APPROVAL of this request with the following six conditions: (Exhibit G)

1. The development shall be in substantial conformance with the application narrative date stamped February 10, 2010, except as modified by these stipulations.
2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
3. Dedication of right-of-way on Lower Buckeye Road to provide a total half-width fifty-five (55) feet, and shall be made before issuing any permits for any part of the project.
4. All half-street improvements on Lower Buckeye Road adjacent to the site shall be complete with the first phase of development of the property. Additional requirements for improvements, traffic signals and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.
5. This property is required to have a temporary entrance until all improvements on Lower Buckeye Road are completed. Payment for the improvements to Lower Buckeye Rd along this parcels frontage shall be made to the City of Avondale prior to the issuance of any permits.
6. Financial assurance for all work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

#### **ANALYSIS:**

The General Plan Land Use Map identifies the subject property as Commercial (Exhibit A). The requested zoning, Community Commercial (C-2), complies with the General Plan Land Use Map. Abutting properties to the east and west also have a Commercial designation on the General Plan Land Use Map; the property abutting to the south has a designation of Low Density Residential.

The zoning of all abutting properties is Single Family Residential (R1-6) except the Circle-K gas station and convenience store to the east, which is zoned C-2. This means that some properties have a residential zoning with a commercial land use designation in the General Plan. Those properties can continue to enjoy their residential rights of use and development under R1-6, but would be expected to rezone to a commercial zoning designation in conformance with the General Plan Land Use Map should they ever be rezoned in the future.

The intent of the C-2 Zoning District is to provide retail and services to the surrounding area, with more intense uses than C-1, but not more intense than Freeway Commercial (C-3). Rezoning the subject property to C-2 will not result in incompatible land use relationships with the surrounding area because adequate buffering is required by the Zoning Ordinance between residential and commercial zoning and uses. East of the property, at the intersection of El Mirage and Lower Buckeye Roads, three of the four corners are zoned commercial (Exhibit B). The northeast corner is zoned Planned Area Development (PAD) with C-2 uses and development standards as a part of the Del Rio Ranch development; the northwest corner is zoned Neighborhood Commercial (C-1); and the southwest corner, which is abutting the subject property, is zoned C-2 and is occupied by a Circle-K gas station with a convenience store as mentioned above. Abutting the property to the southeast, south, and west are single family residences zoned Single Family Residential (R1-6). The

Zoning Ordinance buffering requirements applicable in these circumstances consists of a minimum building setback of 50 feet, a minimum parking area setback of 25 feet, a minimum landscape buffer of 25 feet, and installation of a masonry wall a minimum of 6 feet high on the subject property. Commercial uses on the subject property are appropriate for the area, and can be buffered to minimize off-site impacts to adjacent residential.

A list of uses allowed in C-2 is attached (Exhibit G). Any of the permitted uses listed for C-2 could potentially go on the property, subject to meeting applicable codes and regulations. Uses permitted with conditions have specific criteria listed that have to be met, but otherwise are allowed. Uses requiring a Conditional Use Permit are required to go through a public hearing process, where additional conditions and requirements may be imposed to minimize potential off-site impacts. Site plans for permitted and permitted with conditions uses are approved by staff administratively, while site plans for uses requiring a CUP first must go through the public hearing process with the Planning Commission and City Council.

The recommended conditions of approval are standard for a rezoning. With regard to # 5, the applicant will pay the City for the planned improvements to Lower Buckeye Road. The planned improvements are currently in the City's current Capital Improvements Plan (CIP). The planned improvements will consist of widening Lower Buckeye Road and providing four vehicular lanes, middle turn lane, bike lanes, curbs, gutters, sidewalks, and landscaping from west of Las Ligas Park to the corner of El Mirage Road.

### **Conclusion:**

Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested rezoning. This request meets the required criteria and will conform to the conditions of approval.

### **FINDINGS:**

1. The project meets the General Plan Land Use of Commercial for this site.
2. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

### **RECOMMENDATION:**

The City Council should **APPROVE** application Z-09-13 with the six recommended conditions of approval.

### **PROPOSED MOTION:**

I move that the City Council accept the findings and **ADOPT** the ordinance approving application Z-09-13, a request to rezone approximately 2.31 acres from Single Family Residential (R1-6) to Community Commercial (C-2) Zoning District, subject to the six recommended conditions of approval.

### **ATTACHMENTS:**

Click to download

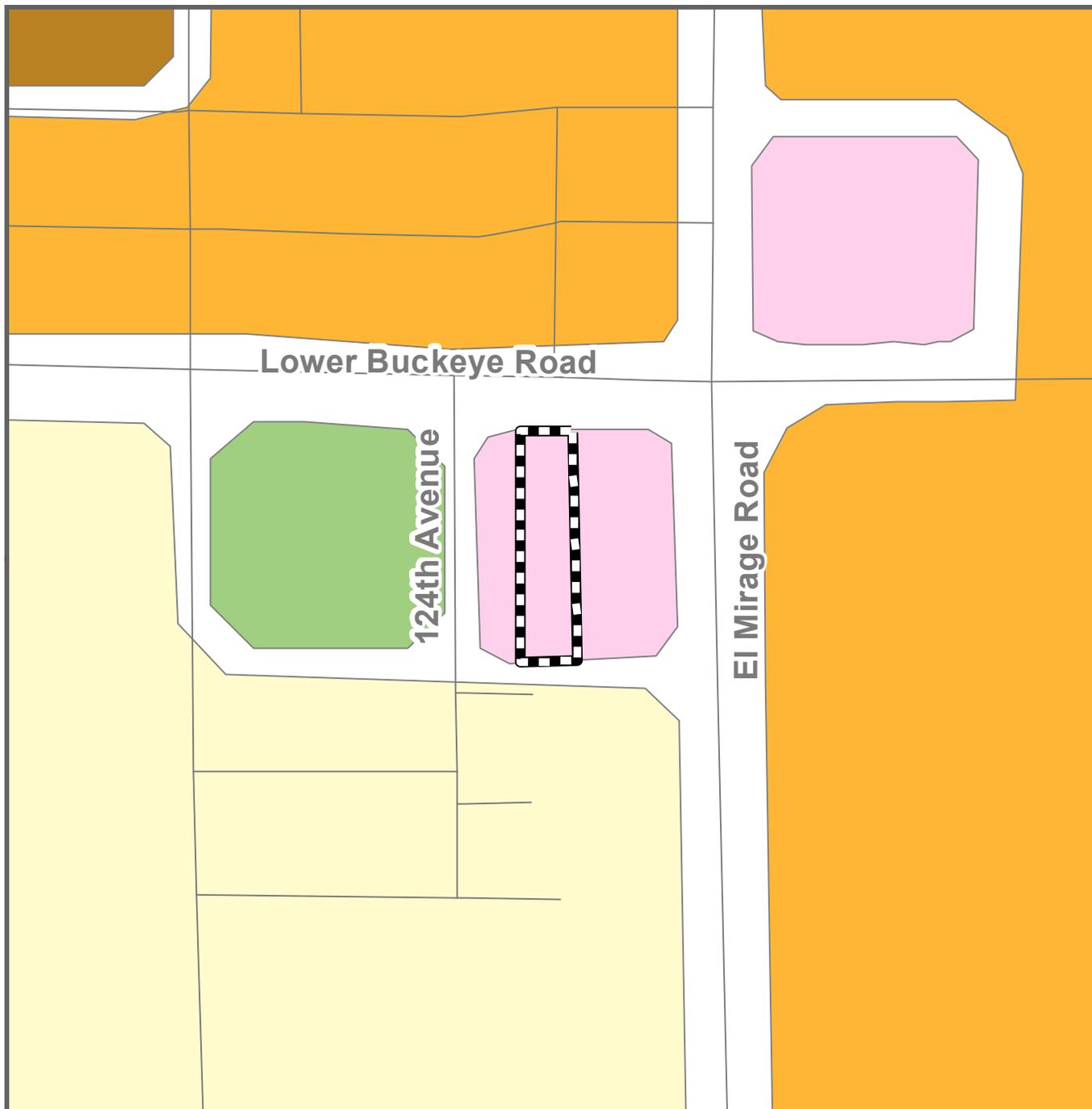
- 📄 [Exhibit A - Vicinity General Plan Land Use Map](#)
- 📄 [Exhibit B - Vicinity Zoning Map](#)
- 📄 [Exhibit C - Aerial Photograph 2010](#)
- 📄 [Exhibit D - Summary of Related Facts](#)
- 📄 [Exhibit E - Neighborhood Meeting 1/28/2010 Summary Report](#)
- 📄 [Exhibit F - Application Narrative dated February 10, 2010](#)
- 📄 [Exhibit G - Commercial Land Use Matrix](#)
- 📄 [Exhibit H - Planning Commission 4/15/2010 draft minutes](#)
- 📄 [Ordinance 1414-510](#)

**FULL SIZE COPIES (Council Only):**

None

**PROJECT MANAGER:**

Eric Morgan, Planner II (623-333-4017)



**El Mirage Project  
Z-09-13**

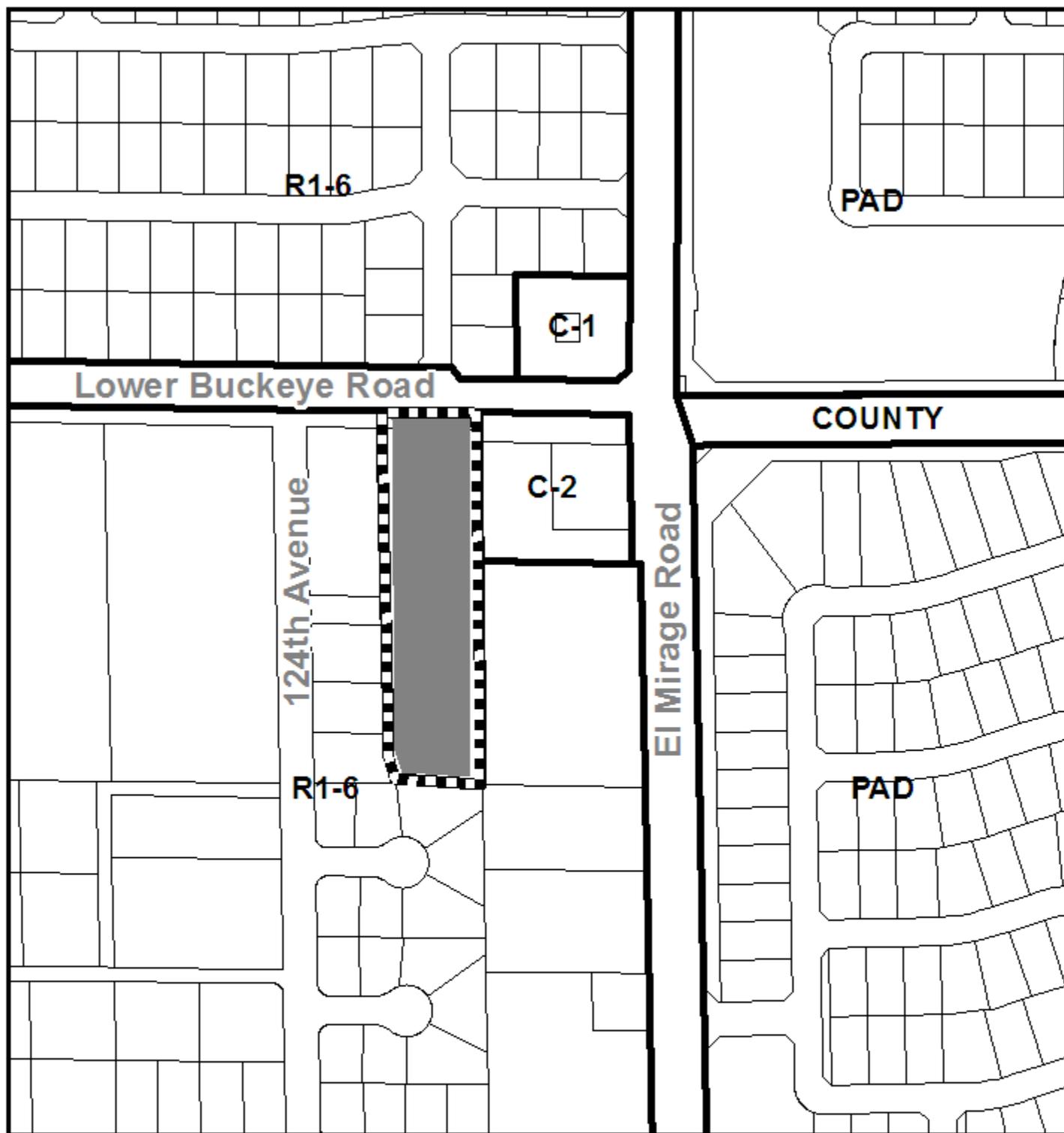
**General Plan Land Use Map**

- |  |   |
|--|---|
|  Commercial Corridor, Commercial Corridor |  Medium Density Residential      |
|  Growth Area, Growth Area                 |  Medium High Density Residential |
|  Commercial                               |  Mixed Use                       |
|  Employment                               |  Multi Family Residential        |
|  Freeway Commercial                       |  Open Space                      |
|  High Density Residential                 |  Public Facilities               |
|  Low Density Residential                  |   |



Subject Property





**Zoning Vicinity Map  
El Mirage Project  
Z-09-13**



**Subject Property**





January 2010 Aerial Photograph  
El Mirage Project  
Z-09-13



Subject Property



*SUMMARY OF RELATED FACTS  
APPLICATION Z-09-13*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approx. 2.31 acres
LOCATION	Approximately 275 feet west of the SW corner of El Mirage Road and Lower Buckeye Road
PHYSICAL CHARACTERISTICS	Rectangular and relatively level surface
EXISTING LAND USE	Vacant
EXISTING ZONING	Rural Residential (R1-6)
ZONING HISTORY	Annexed 8/6/1990
DEVELOPMENT AGREEMENT	No.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	R1-6 – Single Family Detached Residential (Rio Vista)
EAST	C-2 – Convenience Store with Gasoline Sales (Circle-K) R1-6 – Single Family Detached Residence
SOUTH	R1-6 – Single Family Detached Residence
WEST	R1-6 - Single Family Detached Residence

<i>GENERAL PLAN</i>	
The subject property is designated as <b>Commercial</b> on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

*STREETS*

**Lower Buckeye Road**

Classification	Arterial (modified)
Existing half street ROW	32 feet
Standard half street ROW	55 feet
Existing half street improvements	1 vehicle lane
Standard half street improvements	2 vehicular lanes, median ½ turn lane, bike lane, curb and gutter, attached sidewalk, street lights, plus deceleration lanes

*UTILITIES*

There is an existing 16” water line in Lower Buckeye Road across the property width.

There is an existing 36” wastewater line in Lower Buckeye Road across the property width, and an 8” wastewater line in Lower Buckeye Road along the north side of the road.

Neighborhood meeting

Case # Z-09-13 El Mirage Project

1/28/2010

The meeting started at 6:30 PM. All in attendance signed in. There was a area map which also showed the subject property provided to those that attended.

The first question asked was what was going to be built on the site.

It was explained that there were currently no plans to develop the property and that the applicant was requesting the re-zoning in accordance with the City of Avondale General Plan Use Map.

The questions were then raised as to what could be built there if it were re-zoned to commercial. It was explained that there were many uses including retail, medical , and offices. All were encouraged to go to the City of Avondale website or speak to a representative in the planning department for complete information on what type of uses would be allowed.

The meeting ended with the consensus that new commercial amenities were not only needed but, would be welcomed into the immediate area.

Ed basar

Neighborhood Meeting

1/28/2010



Case # Z-09-13 El Mirage Project

Name

Adress

Phone/ email address

(623) 810-4901 Cell 623-932-4260 home  
Dolores & Pedro Barajas 12302 W Del Rio Ln Avondale AZ 85323  
Avondale AZ 85323  
Noria Vargas 3016 S. El Mirage Rd 623-975-2823  
Bill King 2702 123<sup>rd</sup> DR. AZBillKing@msn.com  
Victor Vargas 12415 W. Del Rio 623-517-3946  
Nick & Olivia Cortez 12347 W. Bohne Circle 623-322-7741

Basar Living Trust  
 4848 E. Cactus Rd. #558  
 Scottsdale, AZ 85254



### PROJECT NARRATIVE

Case Number: Z-09-13 El Mirage Project

1. The property is a vacant land parcel approximately 2.31 acres in size. It is approximately 275 feet west of the Southwest corner of El Mirage and Lower Buckeye Roads. The frontage is on Lower Buckeye Road. The parcel number is 500-65-013A.

The flood zone is X(shaded) according to FEMA map dated 9/30/2005.

2. Other than a major retailer, the types of development with rezoning could include Medical, Office, Banking, Insurance and small retail.
3. The subject property and all property to the east, west and south of the subject property are designed as Commercial on the General Plan Use Map. The parcel sits in an area that would benefit greatly from easy access to new commercial amenities. This would cut down on traffic to other parts of the city to obtain commercial amenities as well as make the area more attractive for a more highly skilled workforce.
4. The surrounding land uses include vacant commercial corners across the street to the North and Northeast. There is proposed residential development East of El Mirage Road.

Immediately surrounding the parcel is mostly vacant parcels with an older residential neighborhood behind it. The property along with the immediately surrounding parcels on the entire corner once developed to it's highest and best use will compliment the surrounding areas mentioned above with commercial amenities for the community.

5. Properties surrounding the subject property are mostly vacant parcels with the remaining residences not really providing a lot of quality residential living as they are scattered or unkept type properties. To reduce any commercial development impact Landscape and decorative perimeter buffers could be used per City Ordinances. Because adjacent uses are currently residential there might be a need for small variances until such time as those few remaining residential parcels are converted to commercial uses.
6. The subject property is currently Zoned R1-6. The current residential zoning is inadequate for Commercial uses, which the General Plan land Use Map identifies the property and surrounding properties as. The current residential zoning is less than ideal for the property due to the potential for properties surrounding it to develop with commercial zoning and uses in conformance with the General Plan Land Use Map.

The properties long narrow shape makes it unlikely that more than one residential home can be

Located on the 2 plus acre property, and that the driveway for the residential dwelling would have access directly onto an arterial roadway. (Lower Buckeye Road) Also, there has been expressed interest in C2 development for the subject property.

7. It is understood that there will be right- in /right out only access for the parcel onto Lower Buckeye Road, and that the entire parcel will have one ingress/egress onto Lower Buckeye Road.
8. "a." At the discretion of the City Engineer or their designee a declaration lane (may) be required. If so, the property frontage would be sufficient width to accommodate it.

"b." Per discussion with City Staff and water system quarter section mapping acquired through the City of Avondale, an existing 16" water line runs parallel to and South of the monument line in Lower Buckeye Road. There is an existing 8" and 36" wastewater line that runs parallel to and approximately 14' North (36") and 51' North (8") of the monument line in Lower Buckeye Road.

At this time, a specific site plan with final uses has not been proposed. Under the C-2 zoning district, there are a number of uses which would create varied demands on the water and waste water infrastructure, each requiring different infrastructure sizes and tie ins to the existing system. During preliminary engineering of the project site when a proposed use was been established, site infrastructure will be designed to City standards to meet water and wastewater capacity. The City's Reviewing Engineer would then determine, based on the calculations provided in the water and wastewater analysis reports, if the designated site infrastructure meets the City's requirements.

"c." Acknowledged: The Rezoning Narrative has been revised to include language reflecting that based on a site visit and discussion with Maricopa County Flood Control District it appears no issues of flooding occur within or near the project site. Due to the narrow project frontage, Retention will be provided through a combination of surface basins and/or underground storage as deemed necessary. Final locations, capacities, and types of drainage ways will be determined by the design engineer after further analysis and discussion with City Staff at time of preliminary site plan preparation and submittal.

Sincerely,

Ed Basar, Trustee

**303 Land use matrix**

The following land use matrix shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific commercial zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail.

**Land Use Matrix**

LAND USE	R-O	C-O	C-1	C-2	C-3
Adult day care	C	-	-	-	-
Amusement parks, outdoor	-	-	-	-	C
Antique Store	-	-	P	P	-
Appliance service and repair	-	-	-	P	-
Aquarium	-	-	-	-	C
Art gallery	P	-	-	P	P
Art studio	P	-	C	P	P
Assisted living facility	C	C	-	-	-
Automobile rental facility with no on-site storage	P	P	P	P	P
Automobile rental facility with on-site storage	-	-	-	PC	PC
Automobile service and diagnostic facility	-	-	-	PC	PC
Automobile, boat, recreational vehicle, or motorcycle, sales and/or leasing	-	-	-	PC	PC
Banks and financial institutions without drive-thru, excluding non-chartered financial institutions	-	PC	P	P	P
Bar	-	-	-	C	PC
Barber shop	-	-	P	P	-
Beauty salon	-	-	P	P	-
Bingo Hall	-	-	-	-	P
Body piercing studios	-	-	-	C	-
Bowling alley	-	-	-	P	P
Brewery, ancillary to a bar or restaurant	-	-	-	P	P
Bus terminals	-	-	-	-	P
Car wash, accessory to a gas station	-	-	-	A	A
Car wash, self-service	-	-	-	C	-
Caretakers quarters	A	A	A	A	A
Child care center	-	C	C	C	C
Cigar Bar or tobacco lounge	-	-	-	P	P
Clothing alteration, custom dressmaking or tailor shop	-	-	P	P	-
College or university	-	-	-	-	PC
Commercial racetrack, outdoor	-	-	-	-	C
Commercial sporting complexes	-	-	-	-	C
Concert facilities, outdoor	-	-	-	-	C
Consignment shops	-	-	P	P	-
Contractor facility with retail sales	-	-	-	-	P
Contractor storage yard	-	-	-	-	C
Convention centers and exhibition halls	-	-	-	-	P

Exhibit G

LAND USE	R-O	C-O	C-1	C-2	C-3
Dance studio	-	-	P	P	P
Drive-thru uses, including restaurants and financial institutions	-	-	PC	PC	PC
Dry cleaning and laundry establishment, pick-up and drop-off only	-	-	P	P	P
Emergency medical care facility	-	P	P	P	P
Employment agencies excluding day labor	-	P	P	P	P
Equipment sales and rental	-	-	-	-	P
Funeral Home	PC	-	-	P	P
Gas station with or without convenience store and/or car wash	-	-	-	C	C
Health and exercise center	-	-	PC	P	P
Hospitals	-	-	-	-	P
Hotel or motel	-	-	-	P	P
Ice skating rink, indoor	-	-	-	P	P
Indoor commercial recreation/entertainment uses not otherwise listed	-	-	-	P	P
Laundromat, self-service	-	-	P	P	-
Libraries	-	-	P	P	P
Liquor stores	-	-	-	C	-
Massage therapy (medical)	P	P	P	P	P
Massage or day spa	-	-	P	P	-
Medical, dental or health offices, clinics and laboratories, excluding plasma centers	P	P	P	P	P
Museum and cultural centers	-	-	-	P	P
Mini-storage warehouses and personal storage	-	-	-	C	-
Movie theater, indoor	-	-	-	P	P
Music studio	-	-	P	P	P
Nail salon	-	-	P	P	-
Night Club	-	-	-	C	PC
Non-chartered financial services	-	-	-	C	-
Outdoor commercial recreational/entertainment uses not otherwise listed	-	-	-	-	C
Outdoor Dining	-	-	A	A	A
Pawn shop	-	-	-	C	-
Pet boarding and day care facility	-	-	-	PC	-
Photographic developing and printing studio	-	-	P	P	P
Places of worship	P	P	P	P	P
Plant nursery	-	-	-	-	P
Plasma centers	-	-	-	C	-
Pre-schools and similar uses	-	-	C	C	-
Professional offices	P	P	P	P	P
Public service and non-profit community uses	-	C	C	C	-
Public uses	P	P	P	P	P
Public utility buildings, structures, uses, facilities and equipment	PC	PC	PC	PC	PC
Real Estate office	P	P	P	P	P
Reception centers	-	-	-	C	P
Residential, occupied by owner or employee of business on property	P	-	-	-	-

**Exhibit G**

<b>LAND USE</b>	<b>R-O</b>	<b>C-O</b>	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>
Residential, upper floor	P	C	-	-	-
Resorts	-	-	-	P	P
Restaurants, without drive-thru	-	C	P	P	P
Retail sales of new merchandise within enclosed buildings, excluding liquor stores	-	-	P	P	P
Retail/wholesale sales of lumber, landscaping and building materials, excluding outdoor storage	-	-	-	-	PC
Rodeo grounds, outdoor	-	-	-	-	C
Roller rink, indoor	-	-	-	P	P
School, business, technical, or vocational	-	P	-	-	-
Shooting range, indoor	-	-	-	C	C
Sidewalk Café	-	-	P	P	-
Social/private clubs	-	-	PC	PC	PC
Specialty retail, indoor, excluding liquor stores	-	-	P	P	P
Specialty services	-	P	P	P	P
Stadiums	-	-	-	-	C
Substance abuse treatment centers	-	C	-	-	-
Substance abuse detoxification centers	-	C	-	-	-
Surplus store, thrift store	-	-	-	P	-
Swimming club, outdoor	-	-	-	-	C
Tanning salon	-	-	P	P	-
Tattoo parlors	-	-	-	C	-
Telecommunication Tower	PC	PC	PC	PC	PC
Theater, excluding movie theaters	-	-	C	P	P
Thrift store	-	-	PC	PC	-
Ticket and travel agency	P	P	P	P	P
Tire sales, repair and mounting	-	-	-	PC	PC
Truck stop, including wash	-	-	-	-	C
Truck, trailer and equipment rental	-	-	-	C	P
Veterinary hospital, offices and clinics, excluding animal boarding	-	-	PC	PC	PC
Video arcade or game room	-	-	-	P	P
Video Rental	-	-	P	P	P
Wine Bar	-	-	-	C	PC
Zoo	-	-	-	-	C

P = Permitted Use

C = Conditional Use Permit required.

PC = Permitted with Conditions

A = Accessory Use

- = Not Permitted

(Ord. No. 1134-05, 8-15-05; Ord. No. 1133-05, § 4, 12-19-05; Ord. No. 1203-906, § 2, 9-18-06; Ord. No. 1211-1106, § 2, 11-20-06; Ord. No. 1241-107, § 2, 1-2-07)

**304 Uses Permitted With Conditions**

The following land uses are listed in the land use matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety, and public welfare.

- A. Automobile, boat, recreational vehicle, or motorcycle sales and/or leasing** is allowed in certain commercial zone districts provided that:
  1. No more than 6 vehicles shall be stored on site in association with an office location that is part of a commercial center, or commercial complex that includes retail uses
  2. Vehicle storage shall be limited to paved areas and shall not occupy required parking spaces or drive aisles
  3. Accessory uses, such as vehicle washing, refueling stations, and minor maintenance garages, may be allowed on site only if such uses are screened from off site view and are not used by the general public. Such uses shall be designed and sited as to limit the noise impacts to surrounding properties.
- B. Automobile rental facility with on-site storage** is allowed in certain commercial zone districts provided that:
  1. No more than 6 vehicles shall be stored on site in association with an office location that is part of a commercial center, or commercial complex that includes retail uses
  2. Vehicle storage shall be limited to paved areas and shall not occupy required parking spaces or drive aisles
  3. Accessory uses, such as vehicle washing, refueling stations, and minor maintenance garages, may be allowed on site only if such uses are screened from off site view and are not used by the general public. Such uses shall be designed and sited as to limit the noise impacts to surrounding properties.
  4. Storage of vehicles shall be screened from off site view by a 3' or taller screen wall
- C. Automobile service and diagnostic facility** is allowed in certain commercial zone districts provided that:
  1. Where the site or use abuts or adjoins any residentially zoned property or use, there shall be a solid screen wall at least six (6) feet in height constructed according to the City of Avondale Design Manuals, with a minimum twenty (20) foot landscaping buffer inside the wall adjacent to the residentially zoned property or use.
  2. Buildings shall be sited to ensure that garage bay doors do not face public streets or are immediately adjacent to residentially zoned property or uses.
- D. Banks and financial institutions without drive-thru, excluding non-chartered financial institutions** are allowed in certain commercial zone districts provided that:
  1. Banks and financial institutions included within an office building shall not occupy more than 25% of the gross floor area

- E. Bars** are allowed in certain commercial zone districts provided that:
1. The exterior building wall of a bar shall not be located within one thousand three hundred and twenty (1,320) feet of the exterior property lines of a public or private school, church, or other bar, night club, or wine bar.
  2. Exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district or use.
  3. Closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar.
- F. Colleges or universities** are allowed in certain commercial zone districts provided that:
1. Colleges and universities shall be developed as a campus or park development, rather than as or within a shopping center
- G. Drive-thru uses, including restaurants and financial institutions** are allowed in certain commercial zone districts provided that:
1. Payment and/or pick-up windows shall not face public streets.
  2. Drive thru canopies shall be included covering any payment or pick-up windows. Canopies shall be fully architecturally integrated in to the building consistent with the requirements of the Design Manuals.
  3. Drive thru lanes shall be screened from view by a minimum 3' tall masonry wall.
  4. Speaker boxes shall be located a minimum of 70' from any residentially zoned property or residential use.
  5. Drive thru queuing length shall be approved in accordance with a traffic study as approved by the City Engineer.
- H. Funeral homes** are allowed in certain commercial zone districts provided that:
1. Sites shall be designed such that parking, circulation, and access will not adversely affect adjacent or nearby residentially zoned property or residential use.
- I. Health and exercise centers** are allowed in certain commercial zone districts provided that:
1. Heath and exercise centers located within neighborhood shopping centers shall be limited to no larger than 3,000 square feet in area.
- J. Night clubs** are allowed in certain commercial zone districts provided that:
1. The exterior building wall of a bar shall not be located within one thousand three hundred and twenty (1,320) feet of the exterior property lines of a public or private school, or other bar, night club, or wine bar.
  2. Exits and entrances to a night club shall not be located within three hundred (300) feet of a residential district or use.
  3. Closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club.
- K. Pet boarding and day care facilities, excluding any outdoor exercise/play areas,** are allowed in certain commercial zone districts provided that:
1. All activities shall be conducted entirely within enclosed buildings.
  2. Buildings shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty-five (45) DBA measured

at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.

3. Buildings shall be setback a minimum of one hundred (100) feet from any residential district.
4. Solid animal waste must be bagged separately from other refuse.

**L. Pet boarding and day care facilities, including any outdoor exercise/play areas,** are allowed in certain commercial zone districts provided that:

1. Direct access shall not be provided from animal housing units to the outside of the building.
2. Buildings shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty-five (45) DBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.
3. Outdoor walks and exercise must take place within specified play/exercise areas.
4. Animals must be supervised by a facility employee at all times when in an outdoor play/exercise area.
5. Animals shall not be allowed outside between the hours of 7:00 p.m. and 7:00 a.m.
6. Buildings shall be set back a minimum of one hundred (100) feet from any residential district.
7. Outdoor play/exercise areas shall be set back a minimum of two hundred fifty (250) feet from any residential district.
8. A solid block wall with a minimum height of eight (8) feet shall enclose the perimeter of any outdoor play/exercise area.
9. Animal waste shall be removed from outdoor play/exercise areas every five hours during time periods when these areas are in use.
10. Solid animal waste must be bagged separately from other refuse.

**M. Public utility buildings, structures, uses, facilities and equipment** are allowed in certain commercial zone districts provided that:

1. Sites shall be screened from off-site view by a minimum 6' tall masonry wall. Screen wall may be required to be 8' tall as determined by staff. All screen walls shall comply with wall standards set forth in the Design Manuals.

**N. Retail/wholesale sales of lumber, landscaping and building materials, excluding outdoor storage** is allowed in certain commercial zone districts provided that:

1. All pick-up areas, loading and unloading areas, and truck wells shall be screened from off site by a minimum 6' masonry wall. All screen walls shall comply with the wall standards set forth in the Design Manuals.

**O. Social/Private Club** is allowed in certain commercial zone districts provided that:

1. Any restaurant or bar operated in connection with a social/private club shall be an integral part of a principal building, shall have no public entrance except from within the building and shall make no exterior display or advertising of any commercial activity, however incidental.

- P. Telecommunication Towers** are allowed in certain commercial zone districts provided that:
1. Telecommunication towers shall be setback from all property lines a minimum of a distance equal to 1' for every 1' of the tower's height above grade.
  2. Telecommunication towers shall be architecturally designed to give the appearance of blending in with its surroundings.
- Q. Thrift stores** are allowed in certain commercial zone districts provided that:
1. Outdoor donation bins shall be prohibited
  2. Signage shall be required on site clearly stating that after-hours drop-off is prohibited
  3. Loading and unloading areas shall not face or be visible from public streets or primary drive aisles.
  4. Garage bay doors shall be closed except during drop-off or pick-up of items
  5. All activities, including collection, storage, sorting, and processing, shall occur within a fully enclosed building.
  6. Collection areas inside the store shall be secured from public access during non-business hours.
  7. Large or bulk items not capable of being discarded in a garbage enclosure shall be stored inside the building until the arrival of a removal service.
- R. Tire sales, repair and mounting facilities** are allowed in certain commercial zone districts provided that:
1. Where the site or use abuts or adjoins any residentially zoned property or use, there shall be a solid screen wall at least six (6) feet in height constructed according to the City of Avondale Design Manuals, with a minimum twenty (20) foot landscaping buffer inside the wall adjacent to the residentially zoned property or use.
  2. Buildings shall be sited to ensure that garage bay doors do not face public streets or are immediately adjacent to residentially zoned property or uses.
- S. Veterinary hospital, offices and clinics, excluding animal boarding** are allowed in certain commercial zone districts provided that:
1. Clinic activities shall be restricted to the medical care and treatment of small animals during regular office hours. The confinement of such animals on the premises shall be limited to essential and occasional overnight care and shall be entirely within enclosed structures. The boarding and breeding of animals shall be prohibited.
  2. Clinics shall be constructed to be completely contained as to prevent emission of any noise or odor.
  3. Outdoor runs or exercise pens shall be prohibited unless approval from the Zoning Administrator or designee is obtained prior to site plan submittal. Additionally, no outdoor runs, pens or enclosures shall be located closer than one hundred (100) feet to any street, residential district or existing restaurant, hotel or motel.
- T. Wine bars** are allowed in certain commercial zone districts provided that:
1. The exterior building wall of a bar shall not be located within one thousand three hundred and twenty (1,320) feet of the exterior property lines of a public or private school, or other bar, night club, or wine bar.

2. Exits and entrances to a wine bar shall not be located within three hundred (300) feet of a residential district or use.
3. Closing time for dance floors or other accessory uses to a wine bar shall coincide with the closing time for the wine bar.

**305 Conditional use development standards**

The following land uses are listed in the land use matrix as being allowed with a Conditional Use Permit. All uses being granted a Conditional Use Permit shall comply with the conditions listed below for the individual uses, if applicable. Based on review of the Conditional Use Permit application, the City Council may add additional conditions of approval deemed necessary to protect the health, safety, and public welfare.

- A. Gas stations with or without convenience stores** may be permitted as conditional uses in certain commercial districts, provided that:
1. Facilities for tire changing and repair, polishing, lubing, washing and minor repair and servicing of motor vehicles shall be entirely within an enclosed building. Body repair, engine rebuilding, bumping, painting, vehicle or trailer rental and general sales of auto parts shall be expressly prohibited.
  2. Paved areas shall be reduced to the smallest area commensurate with efficient operation and function of the site. All unpaved areas shall be maintained in turf or landscaping.
  3. The site has minimum frontage of one hundred fifty (150) feet on one arterial street.
  4. The design of all buildings shall meet City of Avondale Design Manuals and be compatible with the existing and anticipated surrounding development. In addition, the roofline and the architecture of the canopies shall be stylistically consistent with the other buildings on the site and shall not exceed one hundred fifty (150) lineal feet on any side.
  5. All canopies, accessory equipment and fuel pump mechanisms shall meet the principal building setback requirements of the applicable zone.
  6. Service and car wash bays shall not face residential properties or public streets unless entirely screened in a method acceptable to the Zoning Administrator or designee.
- B. Bars, night clubs, and wine bars** may be permitted as a conditional use in certain commercial districts, provided that:
1. The exterior building wall of a tavern, bar, lounge, or establishment that sells beer or intoxicating liquor on the premises for consumption on the premises shall not be located within one thousand three hundred and twenty (1,320) feet of the exterior property lines of a public or private school, church or other bar, night club, or wine bar.
- C. Reception centers** may be permitted as conditional uses in certain commercial districts provided that:
1. Any restaurant or bar operated in connection with a reception center shall be an integral part of a principal building, shall have no public entrance except from within the building and shall make no exterior display or advertising of any commercial activity, however incidental.

**D. An assisted living facility, or similar use** may be permitted as a conditional use in certain commercial districts, provided that no such facility is located on a lot with a property line within one thousand, three hundred twenty (1,320) feet, measured in a straight line in any direction, of the lot line of another facility or group home.

**E. Mini-storage warehouses** may be permitted as a conditional use in certain commercial districts provided that:

1. Doors of the storage areas shall not front or face onto any public street or residential use.
2. Only indoor storage shall be permitted and there shall be no sale or rental of goods, materials or other tangible or intangible property from the facility or any part thereof and there shall be no activities conducted on the premises whether related to the stored items or otherwise. The sale of insurance by the operator on goods stored therein or the sale therein or the sale by the operator of items used in connection with the storage of goods at the site shall not be prohibited.
3. No hazardous or flammable materials, as defined in the Avondale Building Code, shall be stored in such facility.
4. Any structure may be exempt from side and rear yard setbacks, provided, that in all cases where the conditional use abuts any residential district on its side or rear lot lines, there shall be a side yard of not less than twenty-five (25) feet and a rear yard of not less than twenty-five (25) feet.
5. A wall with a minimum height of six (6) feet and a landscaping area a minimum of 20' wide, all as approved by the Zoning Administrator, shall be constructed on the side and/or rear property lines.

**F. Body piercing studios, tattoo parlors, non-chartered financial services, pawnshops, liquor stores, and plasma centers** may be permitted as a conditional use in certain commercial districts provided that:

1. The minimum separation between any of the above-listed uses shall be one thousand three hundred twenty (1,320) feet, measured in a straight line from the nearest property line of each property.
2. The above-listed uses shall not be located within one thousand three hundred twenty (1,320) feet of a sexually oriented business as defined by Section 10, bar, night club, or wine bar.
3. The minimum separation required for the above uses shall apply regardless of whether the other use is located within the incorporated area of the City of Avondale or another jurisdiction. (Ord. No. 1203-906, § 3, 9-18-06; Ord. No. 1211-1106, § 3, 11-20-06)

**PLANNING COMMISSION  
REGULAR MEETING**

**CITY COUNCIL CHAMBERS  
11465 W. CIVIC CENTER DR.  
AVONDALE, AZ 85323**

**Thursday, April 15, 2010  
6:30 P.M.**

**I. CALL TO ORDER**

The Regular Meeting was called to order at approximately 6:30 p.m. by Vice Chair Cotera.

**II. ROLL CALL**

The following members and representatives were present:

**COMMISSIONERS PRESENT**

Angela Cotera, Vice Chair  
Michael Long, Commissioner  
Lisa Amos, Commissioner  
Grace Carrillo, Commissioner  
David Scanlon, Commissioner  
Sean Scibienski, Commissioner

**COMMISSIONER ABSENT**

Chairperson David Iwanski

**CITY STAFF PRESENT**

Tracy Stevens, Planning Manager, Development Services Department  
Ken Galica, Planner II, Development Services Department  
Stacey Bridge-Denzak, Planner I, Development Services Department  
Eric Morgan, Planner II, Development Services Department  
Chris Schmaltz, City Attorney

**VII. PUBLIC HEARING ITEMS**

4. Z-09-13: This is a public hearing before the Planning Commission to review and solicit public input on application Z-09-13, a request by Edward G. Basar, Basar Living Trust, to rezone approximately 2.3 acres from Single Family Residential (R1-6) to Community

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Commercial (C-2). The subject site is located approximately 275 feet west of the southwest corner of El Mirage Road and Lower Buckeye Road. Staff Contact: Eric Morgan.

Eric Morgan, Planner II, Development Services Department, stated this item is a request to rezone 2.31 acres from Single Family Residential (R1-6) to Community Commercial (C-2). The subject property is located approximately 275 feet west of the southwest corner of El Mirage Road and Lower Buckeye Road. The General Plan Land Use Map identifies the parcel as Commercial. All abutting properties to the east and west are also designated as Commercial in the General Plan Land Use Map, the abutting properties to the south are identified as Low Density Residential. The zoning of all abutting properties is Single Family Residential (R1-6), except for the Circle-K abutting to the northeast portion of the subject property, which is zoned C-2. Further east, at the intersection of El Mirage Road and Lower Buckeye Road, on the northeast corner is Del Rio Ranch, which is zoned PAD with C-2 uses. On the southwest corner is the Circle-K, zoned C-2, as was mentioned. On the northwest corner is Rio Vista, with the corner zoned Neighborhood Commercial (C-1).

Though the General Plan identifies the subject property and the abutting properties to the east and west as Commercial land use, the zoning of the subject property and the surrounding properties is residential, with the exception of the Circle-K abutting on the northeast. This means that some properties have a residential zoning with a Commercial land use designation in the General Plan. Those residentially-zoned properties can remain Residential and develop under R1-6 zoning, but would be expected to rezone to a Commercial zoning designation in conformance with the General Plan Land Use Map should they ever choose to rezone. The requested C-2 zoning for the subject property is compatible with the surrounding area because adequate buffering is required by the Zoning Ordinance between Residential and Commercial zoning uses, which consists of a minimum building setback of 50 feet, a minimum parking area setback of 25 feet, and a minimum landscape buffer of 25 feet.

Mr. Morgan informed the Planning Commission that one of the staff recommended stipulations of approval for this zoning request states that there can only be one ingress/egress access onto Lower Buckeye Road for the subject property because of the width of the property and its proximity to the intersection. The access will be right-in/right-out only. Another recommended stipulation to approval is that dedication of right-of-way on Lower Buckeye Road be provided to total a street half-width of 55 feet. In this case, the subject property would have to dedicate approximately 23 feet to right-of-way to total the 55 feet. Mr. Morgan pointed out that Lower Buckeye Road is listed in the Capital Improvements Plan for widening to four lanes, to continue the street section the currently exists in front of Regal at Rio Vista Estates. Per the recommended stipulations, this property would then have a temporary driveway entrance onto Lower Buckeye Road until all of the improvements were completed by the City.

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Staff finds that both of the required findings are met. The requested zoning does agree with the General Plan Land Use designation and the requested zoning will not result in incompatible land use relationships because of the additional setbacks and buffering that is required by the Zoning Ordinance to separate commercial and residential zoning and uses. Staff recommends approval with the six stipulations. The applicant is not present this evening because he had to coach his daughter's lacrosse game, but Staff is available for questions.

Mr. Morgan noted for the Commission that one property owner adjacent to the subject property is in favor of the C-2 use, but would not like to see a bar type use here.

Vice Chair Cotera invited questions.

Commissioner Amos asked what the width of the subject property is. Mr. Morgan stated the property is 162 feet in width along Lower Buckeye Road and it is 622 feet north-south.

Vice Chair Cotera stated she is concerned that the lot is very long and narrow and there is only one right-in/right-out. She is wondering if the applicant has any ideas on what to do with the property. Mr. Morgan replied there was a pre-application for this property a while back and it involved placement of a retailer. The rear half of the property was going to be left residential, but as that was not an option, the applicant was going to have a cross access agreement so any development in the rear would have a right to pass through the front of the property. In its current configuration, development of this parcel is a little more difficult to develop than a more square shaped property. The ideal situation would be to combine this property with a neighboring property. That said, the current applicant is proceeding in anticipation of a retail use wishing to acquire the site.

Vice Chair Cotera noted that the land to the west fronting 124<sup>th</sup> Avenue is residential. She asked if someone was going to rezone that area to C-2 and then combine the properties. Mr. Morgan stated a year ago there was another application for one vacant residential property on the corner to rezone to a Commercial use. At that time Staff suggested that applicant contact the abutting property owner, the owner of tonight's subject property, and rezone together to make it easier for driveway access by sharing a driveway. For whatever reasons, nothing happened and the application to rezone was not submitted. Staff directed the owner of tonight's subject property to contact the owner of the abutting property who was interested in rezoning previously, to see if they were still interested. Staff does not know what became of that. The City has received no contact from any of the other property owners in the area requesting to develop their properties. Vice Chair Cotera stated she was concerned with a Commercial use on such an odd shaped parcel.

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Commissioner Carrillo asked for explanation of the buffering requirement for the installation of a masonry wall a minimum of 6 feet high on the subject property. Mr. Morgan stated that a 6 foot high masonry wall is required when a Commercial development is abutting a Residential property. As well, a landscape buffer of 25 feet extending into the property is required with trees every 10 feet.

Commissioner Carrillo asked if the 6 foot wall would be enclosed around the perimeter of the lot. Mr. Morgan stated if the surrounding properties stay Residential and the subject property is rezoned Commercial, then the wall would extend around the perimeter of the property to separate the Residential from the Commercial use, except between the Circle-K and the subject property because both would be commercially zoned.

Commissioner Amos stated she has dealt with odd shaped lots in the past and the only uses she has seen for such lots are mini storage lots and boat/car storage. She is not sure this property has the retail potential that the applicant or the neighborhood may want.

Vice Chair Cotera opened the public hearing on item Z-09-13. There were no requests to speak. Vice Chair Cotera closed the public hearing.

Vice Chair Cotera called for a motion.

Commissioner Scanlon moved that the Planning Commission accept the findings and recommend approval of application Z-09-13, a request to rezone approximately 2.31 acres from Single Family Residential (R1-6) to Community Commercial (C-2), subject to the six Staff-recommended conditions of approval. Commissioner Scibienski seconded the motion.

1. The development shall be in substantial conformance with the application narrative date stamped February 10, 2010, except as modified by these stipulations.
2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
3. Dedication of right-of-way on Lower Buckeye Road to provide a total half-width fifty-five (55) feet shall be made before issuing any permits for any part of the project.
4. All half-street improvements on Lower Buckeye Road adjacent to the site shall be completed with the first phase of development of the property. Additional requirements for improvements, traffic signals and right-of-way for deceleration

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lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.

5. This property is required to have a temporary entrance until all improvements on Lower Buckeye Road are completed. Payment for the improvements to Lower Buckeye Road along this parcel's frontage shall be made to the City of Avondale prior to the issuance of any permits.
6. Financial assurance for all work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

Vice Chair Cotera called for a vote.

**ROLL CALL VOTE**

Chairperson Iwanski	Excused
Vice Chair Cotera	Aye
Commissioner Long	Aye
Commissioner Amos	Aye
Commissioner Carrillo	Nay
Commissioner Scanlon	Aye
Commissioner Scibienski	Aye

The motion passed 5-1.

**ORDINANCE 1414-510**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 2.31 ACRES LOCATED APPROXIMATELY 275 FEET WEST OF THE SOUTHWEST CORNER OF EL MIRAGE ROAD AND LOWER BUCKEYE ROAD, AS SHOWN IN FILENAME Z-09-13, REZONING SUCH PROPERTY FROM SINGLE FAMILY RESIDENTIAL (R1-6) TO COMMUNITY COMMERCIAL (C-2).

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) pursuant to ARIZ. REV. STAT. § 9-462.04; and

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

**WHEREAS**, the Commission held a public hearing on Thursday, April 15, 2010, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission recommended approval; and

**WHEREAS**, the City Council held a public hearing regarding the amendment to the Zoning Atlas on May 17, 2010.

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

**SECTION 1.** The recitals above are hereby incorporated as if fully set forth herein.

**SECTION 2.** An approximately 2.31 acre parcel of real property generally located 275 feet west of the southwest corner of El Mirage Road and Lower Buckeye Road, as shown in filename Z-09-13 (the “Property”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Single Family Residential (R1-6) to Community Commercial (C-2).

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 17, 2010.

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Marie Rogers Lopez, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1414-510

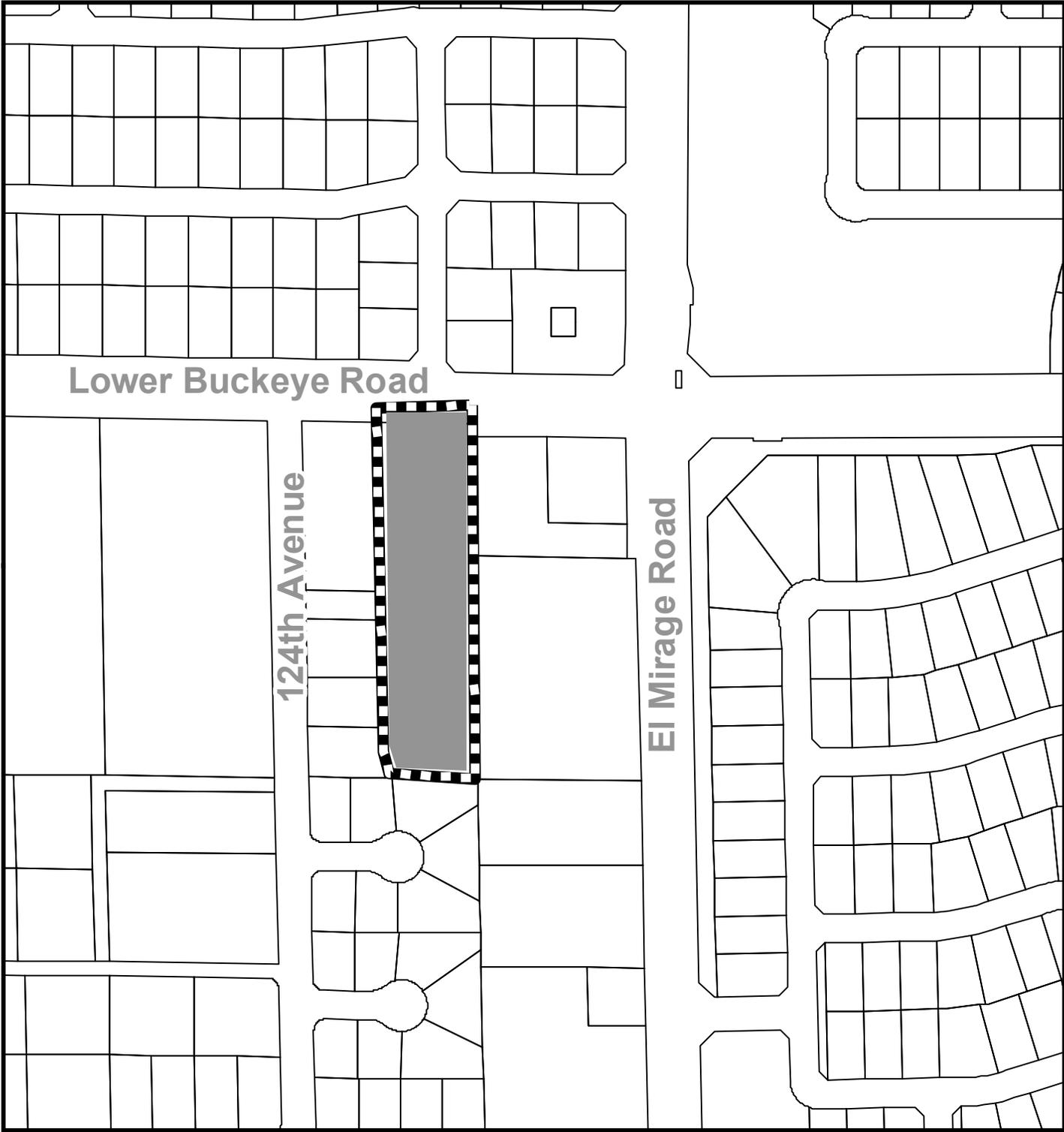
[Legal Description and Map]

See following pages.

EXHIBIT A

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT RIGHTS OF WAY FOR ROADS AND CANALS.

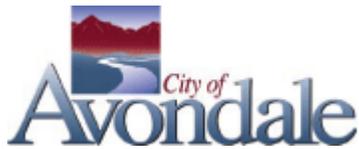


**Application  
Z-09-13**



**Subject Property**





# DEVELOPMENT SERVICES

**SUBJECT:**

Public Hearing, Resolution 2909-510 and Ordinance 1415-510- Text Amendment, Section 7, Supplementary Regulations (TA-08-8)

**MEETING DATE:**

May 17, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, Development Services Director (623) 333-4211

**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** Public Hearing: Resolution and Ordinance for Text Amendment to Zoning Ordinance Section 7, *Supplementary Regulations*

**LOCATION:** Citywide

**APPLICANT:** City of Avondale

**BACKGROUND:**

As part of the ongoing comprehensive update to Avondale's Zoning Ordinance, staff is proposing amendments to Section 7, *Supplementary Regulations*. This Section serves as the location for various requirements that are supplemental to the other sections in the Zoning Ordinance.

Section 7 currently contains the following nine subsections (Exhibit A):

- **Section 701, Applicability:** This subsection clarifies that the requirements contained within the remainder of Section 7 apply unless the topic is specifically addressed elsewhere in the Ordinance.
- **Section 702, General Requirements:** This subsection establishes regulations and/or supplement provisions found elsewhere within the Ordinance for the following: Soil excavation; Dividing of property (in concert with Chapter 22 of the Municipal Code, Subdivision Regulations); Projections into required yards (e.g. bay windows, chimneys, cornices); the use of mobile homes for non-residential purposes; site visibility; building coverage (in concert with Section 2, Residential Districts); and the location of mechanical equipment on a property.
- **Section 703, Detached Accessory Buildings:** This subsection establishes development standards (e.g. setbacks, building height) for detached accessory buildings such as garages, sheds, and guest houses. This subsection applies only to residential properties and works in unison with the standards contained in Section 2, Residential Districts.
- **Section 704, Height Limitations:** This subsection regulates the height of specific types of structures exempt from standard height requirements, including church spires, flagpoles, clock towers, and chimneys. Subsection 704 also sets limits for the height of building mounted equipment and parapet walls.
- **Section 705** is currently unused and reserved for future use.
- **Section 706, Swimming Pools:** This subsection prescribes standards for private and public

swimming pools, establishing a requirement for fencing (for safety purposes) and determining setbacks from property lines.

- **Section 707, Outdoor Lighting:** This subsection contains various standards intended to minimize light pollution, reduce glare, increase energy conservation, and maintain the quality of Avondale's physical and aesthetic character. This subsection, which include requirements that fixtures be shielded and light be directed downwards, is also intended to help preserve dark skies for the benefit of astronomy in the region.
- **Section 708, Towers and Antennae:** This subsection was created in May 2009 to govern the location and design of personal wireless service facilities (PWSFs), commonly called cell towers, and transmission towers, such as radio towers.
- **Section 709, Miscellaneous Standards:** This subsection contains standards relating to the design of non-residential buildings and sites. Subsection 709 was created in June 2009 when all non-landscaping related standards contained in the previous Section 12, Design Standards for Commercial and Industrial Districts, were relocated upon adoption of the new Section 12, Landscaping, Walls, and Fences.

#### **SUMMARY OF REQUEST:**

1. The proposed Section 7, *Supplementary Regulations* (Exhibit B), includes nine subsections, listed below. Only one subsection is new; the remainder are existing subsections which may have been renamed for greater clarity. No existing subsections have been deleted.

- *701 Purpose and Applicability*
- *702 General Requirements*
- *703 Detached Accessory Buildings*
- *704 Exceptions to Height Limitations*
- **705 Seasonal Sales (NEW)**
- *706 Swimming Pools*
- *707 Outdoor Lighting*
- *708 Towers and Antennae*
- *709 Design Requirements for Non-Residential Districts*

2. Proposed modifications to Subsection 701, ***Purpose and Applicability***, include:

- In order to provide consistency in the organizational structure and formatting of the Zoning Ordinance, a statement clarifying the overall purpose of Section 7 was added and the Subsection was renamed from "Applicability" to "Purpose and Applicability." These revisions ensure that all Zoning Ordinance sections include a purpose statement within their opening subsections.

3. Proposed modifications to Subsection 702, ***General Requirements***, include:

- Expanding the provision which limits the excavation of top soil to also limit the excavation of rock, sand, gravel, or other natural earth materials. Excavation is prohibited except as part of

an approved extraction or mining facility or in connection with the construction of a structure which requires excavation.

- Clarifying that accessory buildings located in the required rear yard of a single-family residence are permitted in accordance with Subsection 703 (Detached Accessory Buildings). The existing Ordinance states that required yards must remain open to the sky and unobstructed except for a list of exceptions, such as bay window projections and balconies. However, accessory buildings (e.g. tool sheds, etc.) are not currently listed as an exception.
- Standardizing of distances in which certain building/structure elements may project into required yards (i.e. setbacks). The current Ordinance, for instance, allows bay windows to project up to two (2) feet into a front or rear yard and up to three (3) feet into a required side yard. The proposed update will standardize a three (3) foot projection for all required yards.
- Allowing for mobile homes/recreational vehicles to be used for habitation in association with an authorized Seasonal Sales Permit. The existing Ordinances does not allow for mobile homes or RVs to be used for habitation unless located within a mobile home park; however, mobile homes and RVs are often used by proprietors of Christmas tree lots (and other similar uses) as a temporary residence while the business is operating. Allowing the proprietor to live on these sites will help deter theft and vandalism.
- Expanding the list of uses for which mobile homes/recreational vehicles may be used in a non-habitation capacity. The current Ordinance specifies that mobile homes and RVs can be used as a construction trailer or office while construction on a site is ongoing. The proposed amendment will also allow these facilities to be used as sales offices for residential developments (before a model home complex can be constructed), as hiring offices for commercial/employment developments (before the building or tenant space has received final sign off), and as temporary clubhouses for golf courses (while construction of a permanent clubhouse is ongoing). The proposed amendment will also remove the provision which allows mobile homes/RVs to be used as a caretaker's residence in industrial zones (subject to a Conditional Use Permit).
- Adding a provision prohibiting garage/yard sales in excess of sixty (60) consecutive hours or six (6) times a year. The purpose of this new provision is to further protect the residential character of the City's neighborhoods.
- Removing the provision which allows buildings to be constructed across lot lines. Removal of this provision will simplify the review process by requiring developers to legally combine lots prior to development.
- Non-substantive changes to verbiage for clarity and consistency.

4. Proposed modifications to Subsection 703, ***Detached Accessory Buildings***, include:

- Clarifying that detached accessory buildings (i.e. garages, sheds) are not permitted within a front yard of a residence.
- Changing the street side setback applicable to detached accessory buildings from a varying standard (based upon the Zoning District in which the dwelling is located) to a standard ten (10) feet, except within the AG (Agricultural) District where twenty (20) feet is required.
- Adding a minimum clearance standard of ten (10) feet between a primary building (i.e. residence) and the nearest detached accessory building. There is currently no such standard in the Zoning Ordinance.

- Clarifying that all detached accessory buildings count towards the maximum allowable lot coverage on a given lot. This provision will ensure that a reasonable level of private open space is maintained on every lot.
- Non-substantive changes to verbiage for clarity and consistency.

5. Proposed modifications to Subsection 704, ***Exceptions to Height Limitations***, include:

- Increasing the allowed height for chimneys, bulkheads, uninhabited penthouses, ventilators, skylights, water tanks, and other similar mechanical equipment. The current standard allows these features to extend twelve (12) feet above roof level; the proposed standard will allow these features to extend fifteen (15) feet above the building height limit. The revised provision will also require these features be integrated into the architecture of the building or fully screened.
- Clarifying that the height of parapet walls is measured from the high side of a sloped roof.
- Referencing Section 708 (Towers & Antennae) in regards to the height of transmission towers and personal wireless service facilities (PWSFs), commonly referred to as cell towers.
- Non-substantive changes to verbiage for clarity and consistency.

6. A new Subsection 705, ***Seasonal Sales***, is proposed. This subsection will establish procedures and criteria for Seasonal Sales, such as Christmas tree lots, pumpkin patches, and other similar seasonal temporary uses. These uses are currently dealt with through the much broader Temporary Use Permit process which is contained within Section 1, Administration and Procedures. When the revisions to Section 1 are brought forward at a later date, staff will recommend deleting the Temporary Use process entirely due to its redundancy with the City Clerk's Special Events procedures. The proposed new subsection includes:

- Process information, including how to apply for and receive a permit.
- General regulations, including requirements for property restoration, owner authorization, and permit length (two (2) months maximum).
- A list of permitted uses, which includes seasonal/holiday related sales events and off-site sales of souvenirs, gifts, and food, in conjunction with a sporting event.
- A set of approval criteria, which includes requirements that the use does not constitute a health or safety hazard, does not interfere with traffic, provides for adequate parking, and occurs only between the hours of 7:00 a.m. and 10:00 p.m.
- An appeal procedure which can be used if an applicant is unsatisfied with the decision of the Zoning Administrator.

7. Proposed modifications to Subsection 706, ***Swimming Pools***, include:

- Replacing specific provisions regulating pool fencing with a reference to Arizona Revised Statute 36-1681, which establishes the standards for pool enclosures and invalidates any codes which specify standards other than those mentioned in the statute.
- Removing street side setbacks for swimming pools located within residential zoning districts. Street side setbacks in excess of the standard side setbacks are not needed for swimming pools as they do not interfere with the visibility of drivers.

- Non-substantive changes to verbiage for clarity and consistency.

8. Modifications to Subsection 707, ***Outdoor Lighting***, include:

- Increasing the allowed height of pole mounted lighting for small scale recreational facilities (e.g. basketball courts, etc.) from 20 to 25 feet.
- Using a lighting source's initial lumens to determine whether full shielding will be required. The current Ordinance uses wattage to determine this; however, initial lumens have began replacing watts in newer lighting Ordinances.
- Increasing the buffer distance from residential uses for tall pole mounted lighting from the current 35 feet to 75 feet. Any pole mounted lighting within the buffer distance cannot exceed 16 feet in height.
- Requiring a uniformity ratio for parking lot lighting to prevent against potentially unsafe “hot spots”.
- Specifying in greater detail what is expected from an applicant in a lighting submittal.
- Non-substantive changes to verbiage for clarity and consistency.

9. Modifications to Subsection 708, ***Towers and Antennae***, include:

- Non-substantive changes to verbiage for clarity and consistency.

10. Modifications to Subsection 709, ***Design Requirements for Non-Residential Districts***, include:

- Clarifying which projects this subsection will apply to.
- Requiring site design and building architecture to conform to the *Design Manual for Commercial, Industrial, and Multi-Family Residential Development*.
- Eliminating several provisions related to landscaping that are already addressed within Section 12, Landscaping, Walls, and Fences.
- Eliminating buffer setback requirements that are already contained elsewhere within the Zoning Ordinance, particularly Section 3, Commercial Districts.
- Removing specific requirements for service station design and driveway/circulation design that are covered elsewhere in the Zoning Ordinance or within the City's General Engineering Requirements Manual.
- Clarifying and expanding screening requirements for equipment, service bays, and loading docks.
- Exempting the outdoor display of cars, boats, and other vehicles in conjunction with a sales or rental operation from parking lot screen wall requirements.
- Requiring pedestrian oriented site design.
- Non-substantive changes to verbiage for clarity and consistency.

**PARTICIPATION:**

Staff discussed some of the initial concepts for this update at a City Council work session on January 11, 2010 (Exhibit C).

A Neighborhood Meeting to discuss proposed revisions to Section 7 was held at City Hall on February 25, 2010 at 6 pm. The meeting was advertised in the February 9, 2010 edition of the West Valley View. No persons attended the meeting to discuss the proposed update to Section 7. Additionally, a draft of the proposed Ordinance was distributed via email on February 25, 2010, to all persons on the Zoning Ordinance Public Distribution List, which includes residents, developers, and other interested parties. No comments were received during the public comment period, which lasted from February 25<sup>th</sup> through April 15<sup>th</sup>.

The Planning Commission held a public hearing on April 15, 2010 at 6:30 pm. The meeting was advertised in the March 30, 2010 edition of the West Valley View. No residents or other citizens commented on the proposed amendments to Section 7 at the meeting.

A public hearing in front of the City Council is scheduled to be held in the Council Chambers on May 17, 2010 at 7:00 pm. The meeting has been advertised in the April 27, 2010 edition of the West Valley View. No comments on this item have been received to date.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on April 15, 2010, and voted 5-1 to recommend approval of the request as recommended by staff (Exhibit D).

Commissioner Scanlon voted against approval of the Ordinance as proposed on the grounds that the provision prohibiting garage/yard sales in excess of sixty (60) consecutive hours or six (6) times a year was not restrictive enough. Commissioner Scanlon recommended that the length and frequency of garage sales be limited even further to protect the integrity of Avondale's neighborhoods.

Chairman Iwanski was excused from the meeting.

#### **ANALYSIS:**

Staff's primary goal relative to amending Section 7 has been to ensure the standards and requirements contained therein are functioning as intended. A structural change was not necessary as it has been staff's observation that, with a few exceptions, Section 7 has served the City's interests effectively. As such, the proposed amendment to Section 7 does not change the overall concept, structure, organization, and contents of the section.

The proposed amendment to Section 7 is concise and based on sound planning principles. The enhanced functionality and consistency of the amended Ordinance will benefit residents, developers, the City Council, the Planning Commission, and staff. All proposed amendments are in the best interest of the City of Avondale.

#### **Conclusion:**

Staff recommends approval of the Zoning Ordinance text amendment to Section 7, *Supplementary Regulations*.

#### **FINDINGS:**

The proposed amendment meets the intent of the General Plan.

1. The proposed amendment meets the requirements and intent of the Zoning Ordinance.
2. The proposed amendment provides for an increased standard of design.

#### **RECOMMENDATION:**

The City Council should **APPROVE** Application TA-08-8, a City initiated request to amend Zoning Ordinance Section 7, *Supplementary Regulations*.

**PROPOSED MOTION:**

I move that the City Council accept the findings and **ADOPT** the Resolution and Ordinance approving Application TA-08-8, a City initiated request to amend Zoning Ordinance Section 7, *Supplementary Regulations*.

**ATTACHMENTS:**

Click to download

- 📎 [Exhibit A - Current Zoning Ordinance Section 7, Supplementary Regulations](#)
- 📎 [Exhibit B - Zoning Ordinance, Section 7, Supplementary Regulations](#)
- 📎 [Exhibit C - Minutes of City Council Work Session, January 11, 2010](#)
- 📎 [Exhibit D - Draft Minutes of Planning Commission Regular Meeting, April 15, 2010](#)
- 📎 [Resolution 2909-510](#)
- 📎 [Ordinance 1415-510](#)

**PROJECT MANAGER:**

Ken Galica, Planner II (623) 333-4019

## **SECTION 7: SUPPLEMENTARY REGULATIONS**

### Section 701: Applicability

Notwithstanding any specific requirements outlined in this Ordinance, the following general regulations, where applicable, shall apply.

### Section 702: General Requirements

- A. No person, firm or corporation shall strip, excavate or otherwise remove topsoil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
- B. Every dwelling shall be located and maintained on a "lot" as defined herein.
- C. No space needed to meet the width, yard, area, coverage, parking or other requirements of this Ordinance for a lot or building may be sold or leased away from such lot or building.
- D. No parcel of land which has less than the minimum width and area requirements for the zone in which it is locate may be cut off from a larger parcel of land for the purpose, whether immediate or future, of building or development as a lot.
- E. Every part of a required yard shall be open to the sky and unobstructed except for accessory buildings in a rear yard. The ordinary projections of skylights, window sills, belt courses, cornices, chimneys, flues and other ornamental features and open or lattice enclosed fire escapes, fireproof outside stairways and balconies may project into a yard not more than five (5) feet except in the case of a side yard where it shall not come nearer than three (3) feet.
- F. No lot shall be divided in such a way that any division of such a lot shall contain more dwelling units than are permitted by the zoning regulations of the district in which such lot is situated.
- G. On an interior lot, in any Residential District, having no access to an alley and where the garage or carport is not attached to the main building, required side yards shall be maintained.
- H. A mobile home, recreational vehicle, or similar vehicle shall not be considered a dwelling unit, nor occupied as such unless located in a recreational vehicle or mobile home park or mobile home subdivision. A mobile home, recreational vehicle,

or similar vehicle shall be prohibited as a facility for any non-residential use permitted in this Ordinance, except (1) construction trailers and offices which are required while construction is on-going on a site; and (2) as a residence for a caretaker and family in an industrial zone subject to a conditional use permit per Section 403.B. and 404.B.

- I. Any enclosed porch or one capable of being enclosed shall be considered a part of the main building in the determination of the size of yard or lot coverage.
- J. Bay windows, including their cornices and eaves, may project into any required yard not more than two (2) feet, provided, however, that the sum of such projections on any wall does not exceed one third (1/3) the length of said wall.
- K. Where two (2) or more lots are used as a building site and where main buildings cross lot lines, then the entire area shall be considered as one (1) lot, except that the front of the parcel shall be determined to be the front of the individual lots as originally platted or laid out.
- L. In all zones which require a front yard, no obstruction to view in excess of two (2) feet in height shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points thirty-three (33) feet from the intersection of the street lines, except trees pruned high to permit unobstructed vision for automobile drivers; and pedestal type identification signs and pumps at gasoline service stations.
- M. Mechanical equipment, including but not limited to heat/cooling equipment, pool pumps, electrical equipment and motors directly related to the primary use of the property, shall be restricted from use in the front yard.

### Section 703: Detached Accessory Buildings

In all Residential Districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

- A. Any detached accessory building not in the rear one-half (½) of the lot shall maintain such yards as are required for a dwelling unit on the same lot.
- B. All detached accessory buildings placed in the rear half (½) of the lot may encroach into the required rear and side yard setbacks except in the following instances:
  - 1. On a through lot, the accessory buildings shall not be

located closer to the rear property line than the distance required for front yard setback.

2. On a corner lot contiguous to a key lot, no detached accessory building shall be erected or altered so as to come closer to the street side of the corner lot than the front yard required on the key lot, but in no event greater than twenty-five (25) feet.
  3. On any other corner lot, the accessory buildings shall not be located closer to the street side property line than the setback required for the main building.
  4. On a lot in the AG District, the accessory buildings shall not be located closer than twenty (20) feet to rear and side property lines.
- C. No building which is accessory to any residential building shall be erected to a height greater than fifteen (15) feet; except on a residential lot in the AG District, a shelter for the keeping of animals or fowl may be erected to the maximum height allowable for the main building in that district.
- D. No accessory buildings shall occupy more than twenty-five percent (25%) of the area lying between the rear of the main building and the rear property line.
- E. No detached accessory building designed or used for sleeping or living purposes shall be closer to any line than is required for a dwelling unit on the same lot.

#### Section 704: Height Limitations

The following limitations shall apply:

- A. Attached church spires, crosses, belfries, cupolas, flagpoles, clock towers, or similar features may extend above the roof no more than the height of that building. Detached features shall be no greater than twice the height of the highest building on site.
- B. Chimneys, bulkheads, penthouses and domes not for human occupancy, ventilators, skylights, water tanks, and other similar mechanical equipment shall be limited to twelve (12) feet above the roof level.
- C. Parapet walls or cornices (without windows) may extend to a maximum of five (5) feet above the building height limit.

#### Section 705: Reserved

## Section 706: Swimming Pools

The following regulations shall apply to all swimming pools.

- A. All swimming pools shall be enclosed by a solid wall or fence or chainlink fence not less than five (5) feet in height. All gates shall be self-closing with self-locking latches and be constructed in such a manner as to prevent uninvited access. Wrought iron gates and fences shall have bar openings spaced at a maximum of four (4) inches.
- B. In any Single-Family Residential District, private swimming pools shall be located in the side or rear yards, shall not be any closer than three (3) feet to any property line and may not be located within any recorded easement except with a written approval of the easement holder. In case of a corner lot, a pool may not be located closer than five (5) feet to the street side property line.
- C. In any district other than those above, a private swimming pool or a semi-public swimming pool shall not be closer than seven (7) feet to any property line, except that in the case of a corner lot, a swimming pool shall not be closer than ten (10) feet to the side property line on the street aside.
- D. No public swimming pool shall be located closer than twenty-five (25) feet to any lot line on the lot on which it is situated.
- E. The above regulations shall apply to all non-permanent wading pools made of rubber, plastic or similar materials containing water with a depth of more than eighteen (18) inches.
- F. Swimming pools shall not be located in the required front yard of any district.

## Section 707: Outdoor Lighting

### A. Purpose

These regulations are intended to establish procedures and standards that ensure minimal light pollution, reduce glare, increase energy conservation and maintain the quality of Avondale's physical and aesthetic character. These regulations further implement the City of Avondale comprehensive General Plan and are found to be in the furtherance of the public health, safety and welfare. They are also intended to aid in the control of lighting that detrimentally affects

astronomical observation. For the purposes of this section, "visible from contiguous real property" shall mean any light levels, which exceed a light level of 1-foot candle at the property line.

B. Applicability

These regulations shall not apply to lighting installed prior to July 4, 2002. These regulations shall not apply to public streetlights. These regulations shall apply to all outdoor lighting including, but not limited to, search, spot or floodlights for:

1. Buildings and structures.
2. Recreational areas.
3. Parking lot lighting.
4. Landscape lighting.
5. Other outdoor lighting.

C. Standards

1. *Recreational lighting.* The following standards apply to the lighting of all outdoor recreational facilities except baseball, softball, soccer, volleyball or football fields; driving ranges; and outdoor arenas and amphitheaters, or other field recreation facilities.
  - a. The height of any light fixture or illumination source shall not exceed twenty (20) feet.
  - b. All lighting or illumination units or sources shall be hooded or shielded so that they are not visible from any contiguous lot or real property.
  - c. Lights or illuminating units shall not cause light to be cast upon any contiguous real property, either directly or through a reflecting device.
  - d. All of the recreational lighting excepted from the above standards shall meet the following standards:
    1. All metal halide lamps shall be filtered by glass, acrylic, or translucent enclosures.
    2. No lighting of one hundred fifty (150) watts or greater shall be used after 11:00 p.m.

contiguous to any residential district or use.

3. Shields shall be provided to control external glare and minimize uplight and offsite light trespass so that light levels do not exceed one foot candle at the property line contiguous to residential districts or uses.

4. Lighting for special events after 11:00 pm requires a Temporary Use Permit for areas contiguous to any residential district or use.

2. *Sign lighting.* External lighting of the face of signs shall be placed above the sign and shielded in a manner that the illumination source shall not be visible from any contiguous lot or real property. All signage shall be constructed in conformance with Section 9 of this Ordinance.

3. *Security, landscaping, architectural, or other lighting.*

a. All other outdoor lights shall be shielded and directed according to the following schedule:

Wattage of Each Light Source	Shielding Required	Directed Downward
Up to 100	No	No
100 to 175	Yes	No
Over 175	Yes	Yes

b. Building mounted light fixtures shall be attached only to walls and the top of the fixture shall not be higher than the top of the parapet or roof, whichever is higher. Said lights shall be shielded and directed downward.

4. *Other pole-mounted lighting (parking, walkways, etc.).*

a. All lights mounted on poles eight (8) feet or greater in height shall be directed down. The light source shall be shielded so that it will not

be visible from any contiguous real property.

- b. Any pole-mounted lighting shall have a maximum height of twenty-five (25) feet. In or within thirty-five (35) feet of any residential zoning district and all light fixtures shall not exceed sixteen (16) feet in height.
5. *Searchlights.* The operation of searchlights shall be allowed subject to the following conditions:
- a. During the months of May through October, searchlights shall be operated only between the hours of 6:00 a.m. and 11:00 p.m.;
  - b. During the months of November through April, searchlights shall be operated only between the hours of 7:00 a.m. and 10:00 p.m.; and
  - c. Searchlights shall not be operated on residentially zoned properties except for grand openings of new developments.
  - d. All searchlights shall be pointed skyward such that no direct light therefrom shall shine upon any building or structure.
6. *Mercury vapor lamps.* The installation of mercury vapor fixtures is prohibited.

D. Submittals Required

All new construction or reconstruction shall submit an outdoor lighting plan for the entire site, which indicates how the standards of this Section 707 are to be met.

E. Nonstandard Lighting

Any lighting, which does not meet the standards of this Section 707, shall require a use permit.

Section 708: Towers and Antennae

A. General Requirements.

1. The site of a Personal Wireless Safety Facility ("PWSF") or a Transmitting Tower must provide paved access and at least one (1) parking space designed to applicable city standards which parking space may be

incorporated as part of the maneuvering areas and access drives. This requirement can be waived by the Zoning Administrator when hard surfaced adjacent or nearby parking already exists, or when the Zoning Administrator concludes that the goals of the City are better served by modifying the parking requirement.

2. Applicants shall be responsible for registering all qualifying PWSFs or Transmitting Towers with the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC).
3. Signs warning against trespassing and climbing support structures shall be posted near all scalable PWSFs and Transmitting Towers located outside of secured areas. Step pegs shall not be placed lower than fifteen (15) feet from grade.
4. If a PWSF or Transmitting Tower ceases operation, the PWSF/Transmitting Tower and related equipment shall be removed by the provider or the provider's representative within six (6) months of the shut down date.
5. Associated ground equipment shall be completely screened by dense landscaping and either (a) a masonry enclosure that meets the requirements of Section 12 of this zoning ordinance or (b) a decorative cabinet as approved by the Zoning Administrator. Equipment enclosures/cabinets which exceed four (4) feet in height shall not be located within the required building setback area for the zoning district in which the facility is located. Setback and screening requirements may be waived by the Zoning Administrator in instances where ground equipment is placed inside an existing, walled electrical substation or similar facility which encroaches into a required setback. In no instance shall ground equipment be located within the public right-of-way.
6. To the extent possible and in addition to any specific requirements set forth in subsections 708 (B) and (C) below, all components of a PWSF or Transmitting Tower shall be finished or painted so as to minimize the visual obtrusiveness of the structure and shall not be illuminated unless otherwise required by state or federal regulations. Arrays and associated cables shall be painted to match the PWSF or Transmitting Tower to reduce visual impact.

B. Personal Wireless Service Facilities.

1. Freestanding PWSFs.

- a. Freestanding PWSFs under thirty-five (35) feet in height are permitted in all zoning districts subject to administrative approval. Freestanding PWSFs thirty-five (35) feet or greater in height are permitted in all zoning districts subject to conditional use permit approval.
- b. Prior to approval, the applicant must demonstrate an inability, or technical rationale, for not co-locating the PWSF on an existing vertical element. The applicant must provide the following information for City review:
  - 1) A comprehensive list of all existing vertical elements of within a 1/2 mile radius of the proposed site which are: (a) of sufficient height to be used for PWSF co-location and (b) eligible for co-location under City requirements.
  - 2) A written narrative statement explaining why co-location on the existing vertical elements identified according to subsection 708(B) (1) (b) (1) above was not pursued, or is not a viable alternative to the proposed site.
  - 3) Map exhibits displaying: (a) the existing gap in signal coverage the new PWSF will remediate and, (b) the projected signal coverage of the new PWSF.
- c. Freestanding PWSFs shall be set back from all property lines a minimum distance of one (1) foot for each one (1) foot of the PWSF's height above finished grade except that freestanding PWSFs located within electrical substations, receiving stations, or government facilities shall be exempt from setback requirements.
- d. Freestanding PWSFs shall be Alternative Structure designs, (otherwise referred to as "stealth designs") in character with the surrounding area (i.e. a flagpole at a public building, a palm tree in an area with mature palm trees, a pine tree in

an area with mature evergreen trees or a saguaro cactus in an area with other, mature saguaro cactus); provided, however, that monopole, lattice tower or guyed tower designs may be permitted without Alternative Structure designs, if the applicant provides the Zoning Administrator with such information as necessary to determine that the PWSF will only be visible from permanently unoccupied areas or that the character of the proposed tower will blend in with the surrounding area (i.e. within the confines of an electrical substation containing other structures of similar height).

2. Building Mounted PWSFs.

- a. PWSFs mounted on buildings are permitted in all zoning districts subject to administrative approval.
- b. PWSFs mounted on buildings shall be alternative structures integrated into the design of the building as an integral architectural element or roof mounted and completely screened by the height of the parapet. All wireless communications equipment, including associated ground equipment, shall be completely concealed from view.
- c. Architectural features used to conceal PWSFs mounted on buildings shall not extend above the roof more than twice the height of the building. For example, a building with a height of 30 feet may incorporate a PWSF within a thirty (30) foot bell tower (for a total height from finished grade of sixty (60) feet) if all other conditions of this zoning ordinance are met.

3. Location of PWSFs on existing vertical elements.

- a. PWSFs may be mounted on the following existing vertical elements subject to administrative approval:
  - 1) Pre-existing or planned electrical poles.
  - 2) Pre-existing monopoles, guyed towers or lattice towers.
  - 3) Athletic field lighting towers.

- 4) Other existing vertical elements on which the mounting of antennas will not significantly alter the function and character of the structure as determined by the Zoning Administrator.
- b. PWSFs mounted on existing vertical elements shall not cause the height of the element to increase, except that PWSFs mounted on electrical poles may extend up to fifteen (15) feet above the existing height of the electrical pole.
- c. PWSFs mounted on existing elements shall utilize the smallest antenna and array sizes technically and reasonably feasible.
- d. To the extent possible, all visible components of a PWSF shall be finished or painted to match the existing vertical element, to minimize visual obtrusiveness, and shall not be illuminated unless otherwise required by state or federal regulations.
- e. PWSFs located on power poles less than 69kV shall lose their right to operate and all components shall be removed when power lines are undergrounded as required of development projects occurring on properties abutting the PWSF. This provision shall apply only to PWSFs installed after June 18, 2009.

C. Transmitting Towers (Excluding PWSFs).

1. Transmitting Towers are allowed only in the CP and A-1 Districts subject to a Conditional Use Permit. City-owned and operated Transmitting Towers are allowed in all zoning districts and shall be exempt from these requirements.
2. Any pole or tower exceeding thirty-five (35) feet shall be located at least one (1) foot from all property lines for every one (1) foot of the Transmitting Tower's height above finished grade.

Section 709: Miscellaneous Standards

A. General

1. General.

a. The intersections of arterial or section line streets are a dominant feature of the urban landscape, serving as major focal points of activity in the community. Because of the importance of these intersections, additional landscaped setbacks and design features, beyond the required minimum standards, may be imposed on property at these intersections by the City at the time of re-zoning and/or site plan approval. Such additional features may involve:

- (1) wider setbacks;
- (2) unique building orientation and design;
- (3) special landscape features such as fountains, walls, and screening devices;
- (4) unique building architecture.

b. All landscaped areas adjacent to vehicular parking and access areas shall be protected by six-inch (6") vertical concrete curbing in order to control storm water flows and minimize damage by vehicular traffic.

c. Clustering of trees and shrubbery shall be encouraged to accent focal points or landmarks and to provide variety to the streetscape. Contouring of the ground and placement of mounds and earth berms along streets shall be required.

d. When commercial or industrial uses are adjacent to a residential use or district, the following building separation to property line shall apply:

<u>Building Height</u>	<u>Setback</u>
1 story (15')	25'
2 story (35')	50'

e. Parking Lot Landscaping

- 1. Parking islands or landscaped areas shall be installed at least every twelve (12) consecutive parking spaces; such islands shall be a minimum of five (5) feet wide and contain a minimum of fifty (50) square feet in area.

2. Any landscaped area used for vehicular overhang shall not be counted towards the required landscaping.

## B. Site Organization and Development

### 1. General

#### a. Screening Standards

- (1) The storage of materials, trash, equipment, vehicles, or other items within an enclosed storage area should not be substantially visible from adjoining streets or properties.
- (2) All loading, delivery and service bays should not front onto a public street and shall be screened from public view with at least a six (6) foot wall, constructed of brick, slump block, or masonry with a stucco or mortar wash finish, designed to match the main building on the site.

Exception: In the A-1 zone, these bays must be screened from arterial streets only.

- (3) Dismantling, servicing, repairing, etc. of vehicles and/or equipment shall be within completely enclosed building or within an area enclosed by brick, block, or masonry walls.
- (4) Parking lots shall be screened from street view in accordance with Section 503.D.
- (5) Outside display of cars, boats, trailers, trucks and other vehicles shall meet the screening requirements for parking lots.
- (6) Car wash service bays shall not face onto or be substantially visible from any public street and are subject to the screening standards in 3. above.

#### b. Service Station Design Standards

- (1) The repair of motor vehicles shall not include painting, upholstering, body and fender work or major overhauling.
- (2) The minimum dimension of any service station

site shall be one hundred-fifty feet (150').

- (3) Pump islands shall be located at least thirty (30) feet from the street right-of-way line.
- (4) The outside display of tires, oil or other sale items shall be located adjacent to the main building.
- (5) Service areas and bay doors shall not front onto or be substantially visible from any public street and are subject to the screening standards in Subsection A.3. above.
- (6) Service stations, which are situated within a larger commercial development, shall be separated from adjacent property by a three (3) foot wall, landscaping, or curbing, except for necessary driveways, in order to control vehicular movements and circulation.
- (7) The design of the service station building and site shall be compatible with the type of development in or anticipated in nearby areas.
- (8) Service stations shall be subject to all landscaping and design standards contained in this Section, including screening of parking and maneuvering areas with walls and landscaping.

c. Driveways

- (1) The following schedule shall serve as a guide for the allowable number of driveways on a site, unless modified by traffic studies:
  - a) one driveway per abutting street;
  - b) one additional driveway for sites with a continuous frontage of at least three-hundred (300) feet; or, two (2) additional driveways for sites with a continuous frontage of at least six-hundred (600) feet;
  - c) an additional service driveway may be allowed where patrons of the development are not likely to use it (example: service driveway for a shopping center).

- (2) Driveways shall not be located closer than one-hundred (100) feet to a street intersection (may be reduced to seventy-five (75) feet in certain instances of hardship).
- (3) The joint use of a single driveway by two (2) or more adjoining parcels is encouraged.
- (4) Right-turn lanes along public streets are encouraged for establishments with high vehicle counts to reduce disruption to through traffic. A right-turn lane should be considered for retail sites with more than eighty-thousand (80,000) square feet of building area. The right-turn lane should be utilized at the primary entrance to the site.
- (5) All buildings must have adequate access for fire and emergency vehicles. The minimum width of a fire lane is twenty (20) feet.

d. Miscellaneous Design Standards

- (1) No walls, buildings, or other obstructions to view in excess of two (2) feet in height shall be placed on any corner lot within a triangular area formed by the street right-of-way lines and a line connecting them at points thirty-three (33) feet from the intersection of the street right-of-way lines. Trees may be located within the triangle provided they are pruned to permit unobstructed vision.
- (2) All trash or refuse collection areas shall be enclosed by a six (6) foot masonry wall, styled to match the material of adjacent walls or the main building on the site.
- (3) All outdoor lighting shall be directed down and screened away from adjacent properties and streets.
- (4) All undeveloped building pads within developed shopping centers or similar projects shall be either paved in asphalt or landscaped to control dust and erosion.
- (5) Electrical utility, cable TV and all other utility lines for buildings shall be placed

underground. Overhead lines are prohibited.

## C. Building Design

### 1. Intent

The intent of this Section is to establish standards to encourage the orderly and harmonious appearance of structures along the City's thoroughfares.

### 2. General Requirements

- a. The architecture of buildings shall not be prescribed and the City encourages variety in the style of structures. The architectural character of a proposed structure, however, shall be in harmony with and compatible to those in the immediate proximity, but avoiding excessive variety or monotony.
- b. The City encourages and expects high quality construction and design of buildings with respect to materials, colors, finishes, form and scale.
- c. Signage shall be considered an integral design element of any building and shall be compatible with the exterior architecture with regard to location, scale, color and lettering.
- d. The building facades of large, massive structures shall be architecturally styled to achieve a smaller scale consistent with the character of Avondale. Large building walls shall be broken to reduce scale and provide variety to the streetscape by use of landscaping and architectural treatment.
- e. Buildings should be sited and designed to achieve an optimum level of energy efficiency with regard to solar orientation.
- f. Mechanical equipment, whether ground level or roof-mounted, shall be screened from public view and be so located to be perceived as an integral part of the building.
- g. Accessory equipment capable of generating noise and vibrations shall be properly insulated and the noise and vibrations shall not be apparent from adjacent properties or the public right-of-way.



**THE CITY OF AVONDALE  
SUPPLEMENTARY REGULATIONS**

**Amended and Restated  
May 17, 2010**

## **SECTION 7 SUPPLEMENTARY REGULATIONS**

### **701 PURPOSE AND APPLICABILITY**

The purpose of the regulations set forth in this Section is to supplement the zoning regulations appearing elsewhere in this Zoning Ordinance. Unless specifically set forth herein or elsewhere in this Zoning Ordinance, the following general regulations shall apply to all property within the corporate limits of the City.

### **702 GENERAL REQUIREMENTS**

- A. No person, firm or corporation shall strip, excavate or otherwise remove topsoil, rock, sand, gravel or other natural earth materials for use on another premises, except in connection with the construction or alteration of a structure on such premises and excavation or grading incidental thereto, or as part of an approved sand and gravel extraction or mining facility.
- B. Every dwelling shall be located and maintained on a “lot” as defined in Section 1 of this Zoning Ordinance.
- C. No land required to meet the width, depth, yard, area, coverage, parking or other requirements of this Ordinance for a lot or building may be sold or leased away from such lot or building.
- D. No parcel of land may be subdivided from a larger parcel of land unless the resulting parcels all meet the minimum width and area requirements for the zone in which they are located.
- E. No residentially zoned lot shall be divided in such a way that the division results in a lot that contains more dwelling units than are permitted by the zoning regulations of the district in which such lot is located.
- F. Every part of a required yard shall be open to the sky and unobstructed, with the following exceptions:
  - 1. Front and Rear Yards.
    - a. Accessory buildings in the rear yard of a single-family residence shall be allowed according to the requirements of Section 703 below.
    - b. The ordinary projections of skylights, window sills, belt courses, cornices, chimneys, flues, balconies, and other ornamental features may project into a required front or rear yard not more than five (5) feet.
    - c. Bay windows, including their cornices and eaves, may project into a required front or rear yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one third (1/3) the length of said wall.

2. Side Yards.
  - a. The ordinary projections of skylights, window sills, belt courses, cornices, chimneys, flues, balconies and other ornamental features may project into a required side yard not more than three (3) feet.
  - b. Bay windows, including their cornices and eaves, may project into a required side yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one third (1/3) the length of said wall.
  - c. In no instance shall any projection into a required side yards be allowed if said projection is determined to interfere with vehicular access to a garage located in the rear yard.
  - d. A minimum clearance of five (5) feet shall be maintained on the gated side of lots separated by party walls. In no instance shall any projection be allowed within that required clearance.
- G. Any enclosed porch or patio cover, or one capable of being enclosed shall be considered a part of the main building in the determination of the size of yard or lot coverage.
- H. A mobile home, recreational vehicle, or similar vehicle shall not be considered a dwelling unit, nor occupied as such, unless located in a recreational vehicle or mobile home park or as part of an authorized Seasonal Sales Permit.
- I. A mobile home, recreational vehicle, or similar vehicle shall be prohibited as a facility for any non-residential use permitted in this Ordinance, except for any of the following:
  1. Use as a construction trailer and/or construction office while construction is on-going on a site pursuant to a valid building permit.
  2. Use as a sales office for a single-family residential development prior to completion of a model home complex.
  3. Use as a hiring office for a commercial or industrial development prior to completion of the building or tenant space that the hiring office is serving.
  4. Use as a sales office in conjunction with an approved Seasonal Sales Permit.
  5. Use as a temporary clubhouse for a golf course while construction of a permanent clubhouse is on-going pursuant to a valid building permit.
  6. Use in conjunction with any Special Event approved by the City Clerk's Department.

- J. Garage/yard sales in excess of sixty (60) consecutive hours or in excess of six (6) times per year are prohibited.
- K. No obstruction to view in excess of two (2) feet in height shall be placed in any site visibility triangle or within site distance lines (as defined and measured in the City of Avondale General Engineering Requirements Manual) except for the following:
  - 1. Trees, if the lowest portion of the canopy is pruned to a minimum height of seven (7) feet above grade.
  - 2. Official signs, signals, devices and other equipment used for governmental purposes by the State of Arizona, the City of Avondale, or other authorized public entity with specific authorization to locate equipment at that location.
- L. Mechanical equipment, including but not limited to heating/cooling equipment, pool pumps, electrical equipment and motors directly related to the primary use of the property, shall be restricted from use in the front yard.

### **703 DETACHED ACCESSORY BUILDINGS**

In all Residential Districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

- A. Detached accessory buildings shall not be permitted within a front yard, as defined in Section 1 of this Zoning Ordinance.
- B. Any detached accessory building not located in the rear one-half ( $\frac{1}{2}$ ) of a lot shall maintain such yards as are required for a dwelling unit on the same lot.
- C. Detached accessory buildings placed in the rear half ( $\frac{1}{2}$ ) of a lot may encroach into the required rear and side yard setbacks subject to the following conditions:
  - 1. On a through lot, an accessory building shall not be located closer to the rear property line than the distance required for front yard setback.
  - 2. On a corner lot contiguous to a key lot, no detached accessory building shall be erected or altered so as to come closer to a street side of the corner lot than the front yard required on the key lot. In no instance, however, shall a setback greater than twenty-five (25) feet be required.
  - 3. On any other corner lot, an accessory building shall not be located closer than ten (10) feet from the property line.
  - 4. On a lot in the AG District, an accessory building shall not be located closer than twenty (20) feet to rear and side property lines.
  - 5. Where permitted, guest houses shall adhere to the primary building setbacks for the Zoning District in which the guest house is to be located.

- 6. A minimum clearance of ten (10) feet shall be maintained between the primary building and any accessory structure.
- D. No building that is accessory to any residential building shall be erected to a height greater than fifteen (15) feet, except that on a residential lot in the AG District, a shelter for the keeping of animals or fowl, silos or other similar structures customarily used in association with an agricultural use may be erected to the maximum height allowable for the main building in that district.
- E. All accessory buildings shall count towards the maximum allowable lot coverage on a given lot.

**704 EXCEPTIONS TO HEIGHT LIMITATIONS**

- A. Attached church spires, crosses and other religious symbols, belfries, cupolas, flagpoles, clock towers, domes or similar features may extend above the roof no more than the height of that building. Detached features shall be no greater than twice the height of the highest building on site.
- B. Chimneys, bulkheads, penthouses not for human occupancy, ventilators, skylights, water tanks, and other similar mechanical equipment shall be limited to fifteen (15) feet above the building height limit and shall be fully screened or integrated into the building architecture.
- C. Parapet walls or cornices may extend to a maximum of five (5) feet above the building height limit. The height of the parapet wall or cornice shall be measured from the highest side of a sloped roof.
- D. The height of Personal Wireless Service Facilities (PWSFs) or Transmission Towers shall be evaluated to ensure compatibility with surrounding development in accordance with the procedures set forth in Section 708.

**705 SEASONAL SALES AND SPECIAL EVENTS**

Seasonal sales shall be allowed subject to the conditions outlined in this subsection. All seasonal sales uses shall be conducted so as not to be detrimental to the surrounding properties and shall be subject to the standards and regulations contained herein. No permit shall be granted until adequate assurances have been provided that compliance with the provisions of the Zoning Ordinance and all other applicable City codes or regulations have been met.

- A. General regulations for Seasonal Sales
  - 1. Every seasonal sales use shall require a permit granted pursuant to the procedures outlined in this section.
  - 2. Upon cessation of the use or expiration of the permit, whichever occurs first, the premises will be promptly cleaned and restored to substantially the same condition existing prior to commencement of such use. The applicant shall

provide, at the time of application, written authorization from the property owner specifically (a) acknowledging that the cleaning/restoration obligation is ultimately the Owner's responsibility and (b) ensuring that if the applicant does not promptly clean and restore the property, the Owner will complete the cleaning and restoration work.

3. Written authorization of the use by the owner of the property on which the use is to be located shall be required.
4. In no event shall a Seasonal Sales Permit be granted for a period longer than two (2) months. Only one (1) such permit shall be granted within a calendar year, and no two (2) permits shall be granted in different calendar years such that more than two (2) continuous months of operation are permitted.

B. Permitted Seasonal Sales Uses

1. Christmas tree sales, or similar seasonal or holiday related on-site or off-site sales events.
2. Off-site sales of souvenirs, gifts and food incidental to a sporting event.
3. Any non-permanent outdoor use that is not specifically set forth in subsection 705(B)(1) or (2) above, including but not limited to carnivals, concerts and off-site commercial sales, shall be considered a Special Event and be subject to the application and review procedures set forth by the City Clerk's Department.

C. Application, review, and approval process

Requests for a Seasonal Sales permit shall be made on forms obtained from the City and a filing fee shall be charged and collected at the time of application submittal.

1. Applications shall be reviewed by the Development Services Department. The request shall be administratively approved, conditionally approved, or disapproved no later than ten (10) working days from the date of submittal.
2. The Zoning Administrator or authorized designee shall notify the applicant of the decision in writing and shall state any conditions for approval or reasons for denial.

D. Approval Criteria

In order to make a determination of approval, the Zoning Administrator or authorized designee shall determine that all of the following criteria have been met:

1. The use complies with all applicable codes and ordinances.

2. The nature, scope, location, and manner of the activity does not constitute a health or safety hazard to the general public.
3. The use does not interfere with pedestrian access ways, fire lanes, driveways, landscaped areas or traffic visibility at driveways or street intersections.
4. Parking on the property is adequate to simultaneously serve any existing permanent use (if applicable) and the seasonal sales use.
5. The sales are not between the hours of 10:00 p.m. and 7:00 a.m. local time, Avondale, Arizona.

E. Appeals

An appeal of the Zoning Administrator's decision may be made within fifteen (15) days of the said decision. The appeal shall be heard by the Board of Adjustment at a public meeting within thirty (30) days of the date upon which the applicant's notice to appeal is submitted.

## **706 SWIMMING POOLS**

The following regulations shall apply to all swimming pools.

- A. Swimming pools shall be enclosed in accordance with the provisions of State law.
- B. Swimming pools shall not be located in the required front yard of any district.
- C. In any Suburban Residential and Urban Residential District (as set forth in Section 3 of this Zoning Ordinance) private swimming pools shall not be any closer than three (3) feet to any property line and may not be located within any recorded easement except with a written approval of the easement holder, which approval shall be recorded with the Maricopa County Recorder's Office.
- D. In any residential district other than Suburban Residential and Urban Residential as set forth above, a private swimming pool or a semi-public swimming pool shall not be closer than seven (7) feet to any property line and may not be located within any recorded easement except with a written approval of the easement holder, which approval shall be recorded with the Maricopa County Recorder's Office.
- E. Public swimming pools shall adhere to building setback requirements for the Zoning District in which the pool is located.
- F. The provisions of this Section 706 shall apply to all permanent or non-permanent pools containing water with a depth of more than eighteen (18) inches. Decorative water features and fountains containing a water depth of eighteen (18) inches or less are exempt from the requirements of this Section.

## 707 OUTDOOR LIGHTING

### A. Purpose

These regulations are intended to establish procedures and standards that ensure minimal light trespass, reduce glare, and increase energy conservation in order to maintain the quality of Avondale's physical and aesthetic character as well as protect naturally dark skies for astronomical purposes. For the purposes of this section, "visible from contiguous real property" means any light levels that exceed 1-foot candle at the property line, measured at a point ten (10) feet above the ground.

### B. Applicability

These regulations shall apply to all new outdoor lighting installed after June 4, 2002, for the following uses, excluding public streetlights:

1. Buildings and structures.
2. Outdoor recreational areas, unless specifically exempted by this Ordinance.
3. Parking lot lighting.
4. Landscape lighting.
5. Other outdoor lighting.

### C. Permanent Lighting Standards

1. Small scale recreational lighting.

The following standards apply to the lighting of all outdoor recreational facilities except baseball, softball, soccer, volleyball or football fields; driving ranges; and outdoor arenas and amphitheaters:

- a. The height of any light fixture or illumination source shall not exceed twenty-five (25) feet.
  - b. All lighting or illumination units or sources shall be fully shielded so that they are not visible from any contiguous lot or real property.
  - c. Lights or illuminating units shall not cause light to be cast upon any contiguous real property, either directly or through a reflecting device.
2. Large scale recreational lighting.

The following standards apply to the lighting of all outdoor recreational facilities, including those facility types exempted from the requirements above:

- a. All metal halide lamps shall be filtered by glass, acrylic or translucent enclosures.
  - b. No lighting of one hundred fifty (150) watts or greater shall be used after 11:00 p.m. contiguous to any residential district or use.
  - c. Shields shall be provided to control external glare and minimize up-light and offsite light trespass so that light levels do not exceed one foot candle at the property line contiguous to residential districts or uses.
  - d. Lighting for special events after 11:00 pm shall be permitted pursuant to the terms of the Special Event approval from the City Clerk's Department for areas contiguous to any residential district or use.
3. Sign lighting.
- External lighting of the face of signs, where permitted, shall be placed above the sign and shielded in a manner that the illumination source is not be visible from any contiguous lot or real property. All signage shall be constructed in conformance with Section 9 of this Zoning Ordinance.
4. Security, landscape, parking area, architectural, decorative, and other permanent lighting.
- a. All outdoor lights, except for small scale recreational lighting and large scale recreational lighting (as set forth in subsections 707(c)(1) and (2) above) shall be fully shielded and directed downward at an angle no greater than forty-five (45) degrees above straight down, with the following exceptions:
    - 1) Lighting for residential uses with an initial output of less than 1,000 lumens.
    - 2) Decorative, landscape and architectural accent lighting, mounted no higher than eight (8) feet off the ground with an initial output of less than 2,000 lumens.
    - 3) Pedestrian and trail lighting, mounted no higher than eight (8) feet off the ground with an initial output of less than 2,000 lumens.
  - b. Lights or illuminating units shall not cause light to be cast upon, or be visible from, any contiguous real property, either directly or through a reflecting device.
  - c. The top of building mounted light fixtures shall not be higher than the top of the parapet or roof, whichever is higher.

- d. Any pole-mounted lighting shall have a maximum height of twenty-five (25) feet. In or within seventy-five (75) feet of any residential zoning district, any pole-mounted lighting shall not exceed sixteen (16) feet in height. Pole mounted lighting for multi-use trails and other pedestrian oriented spaces shall not exceed twelve (12) feet in height.
- e. The installation of mercury vapor fixtures is prohibited.
- f. Within parking lots, a uniformity ratio of not greater than 5:1 average-to-minimum is required.

D. Submittals Required

All development and re-development projects shall submit an outdoor lighting plan for the entire site specifying how the standards of this Section 707 are to be met. Submittals shall include a site plan indicating the locations and types of all fixtures on site, luminaire specifications, and a photometric plan indicating light levels across a property (measured in foot candles).

E. Temporary Lighting

- 1. The temporary operation of searchlights shall be allowed subject to approval of a temporary use permit and to the following conditions:
  - a. During the months of May through October, searchlights shall not be operated between the hours of 11:00 p.m. and 6:00 a.m. local time, Avondale, Arizona.
  - b. During the months of November through April, searchlights shall not be operated between the hours of 10:00 p.m. and 7:00 a.m. local time, Avondale, Arizona.
  - c. Searchlights shall not be operated on residentially zoned properties except for grand openings of new developments.
  - d. All searchlights shall be pointed skyward such that no direct light therefrom shall shine upon any building or structure.
- 2. The use of temporary lighting for non-residential uses is permitted pursuant to the terms of the Special Event approval from the City Clerk's Department. This shall not apply to seasonal decorations using low-wattage lamps (e.g. Christmas lights).

F. Nonstandard Lighting

Any lighting that does not meet the standards of this Section 707 shall require approval of a Conditional Use permit, which may be approved or denied by the City Council in its sole discretion.

## **708 TOWERS AND ANTENNAE**

### **A. General Requirements**

1. The site of a Personal Wireless Service Facility (“PWSF”) or a Transmitting Tower must provide paved access and at least one (1) parking space designed to applicable city standards which parking space may be incorporated as part of the maneuvering areas and access drives. This requirement can be waived by the Zoning Administrator when hard surfaced adjacent or nearby parking already exists, or when the Zoning Administrator concludes that the goals of the City are better served by modifying the parking requirement.
2. Applicants shall be responsible for registering all qualifying PWSFs or Transmitting Towers with the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC).
3. Signs warning against trespassing and climbing support structures shall be posted near all scalable PWSFs and Transmitting Towers located outside of secured areas. Step pegs shall not be placed lower than fifteen (15) feet from grade.
4. If a PWSF or Transmitting Tower ceases operation, the PWSF/Transmitting Tower and related equipment shall be removed by the provider or the provider’s representative within six (6) months of the shut down date.
5. Associated ground equipment shall be completely screened by dense landscaping and either (a) a masonry enclosure that meets the requirements of Section 12 of this zoning ordinance or (b) a decorative cabinet as approved by the Zoning Administrator. Equipment enclosures/cabinets which exceed four (4) feet in height shall not be located within the required building setback area for the zoning district in which the facility is located. Setback and screening requirements may be waived by the Zoning Administrator in instances where ground equipment is placed inside an existing, walled electrical substation or similar facility which encroaches into a required setback. In no instance shall ground equipment be located within the public right-of-way.
6. To the extent possible and in addition to any specific requirements set forth in subsections 708 (B) and (C) below, all components of a PWSF or Transmitting Tower shall be finished or painted so as to minimize the visual obtrusiveness of the structure and shall not be illuminated unless otherwise required by state or federal regulations. Arrays and associated cables shall be painted to match the PWSF or Transmitting Tower to reduce visual impact.

B. Personal Wireless Service Facilities

1. Freestanding PWSFs.

- a. Freestanding PWSFs under thirty-five (35) feet in height are permitted in all zoning districts subject to administrative approval. Freestanding PWSFs thirty-five (35) feet or greater in height are permitted in all zoning districts subject to conditional use permit approval.
- b. Prior to approval, the applicant must demonstrate an inability, or technical rationale, for not co-locating the PWSF on an existing vertical element. The applicant must provide the following information for City review:
  - 1) A comprehensive list of all existing vertical elements of within a 1/2 mile radius of the proposed site which are: (a) of sufficient height to be used for PWSF co-location and (b) eligible for co-location under City requirements.
  - 2) A written narrative statement explaining why co-location on the existing vertical elements identified according to subsection 708(B)(1)(b)(1) above was not pursued, or is not a viable alternative to the proposed site.
  - 3) Map exhibits displaying: (a) the existing gap in signal coverage the new PWSF will remediate and, (b) the projected signal coverage of the new PWSF.
- c. Freestanding PWSFs shall be set back from all property lines a minimum distance of one (1) foot for each one (1) foot of the PWSF's height above finished grade except that freestanding PWSFs located within electrical substations, receiving stations, or government facilities shall be exempt from setback requirements.
- d. Freestanding PWSFs shall be Alternative Structure designs, (otherwise referred to as "stealth designs") in character with the surrounding area (i.e. a flagpole at a public building, a palm tree in an area with mature palm trees, a pine tree in an area with mature evergreen trees or a saguaro cactus in an area with other, mature saguaro cactus); provided, however, that monopole, lattice tower or guyed tower designs may be permitted without Alternative Structure designs, if the applicant provides the Zoning Administrator with such information as necessary to determine that the PWSF will only be visible from permanently unoccupied areas or that the character of the proposed tower will blend in with the surrounding area (i.e. within the confines of an electrical substation containing other structures of similar height).

2. Building Mounted PWSFs.
  - a. PWSFs mounted on buildings are permitted in all zoning districts subject to administrative approval.
  - b. PWSFs mounted on buildings shall be alternative structures integrated into the design of the building as an integral architectural element or roof mounted and completely screened by the height of the parapet. All wireless communications equipment, including associated ground equipment, shall be completely concealed from view.
  - c. Architectural features used to conceal PWSFs mounted on buildings shall not extend above the roof more than twice the height of the building. For example, a building with a height of 30 feet may incorporate a PWSF within a thirty (30) foot bell tower (for a total height from finished grade of sixty (60) feet) if all other conditions of this zoning ordinance are met.
  
3. Location of PWSFs on existing vertical elements.
  - a. PWSFs may be mounted on the following existing vertical elements subject to administrative approval:
    - 1) Pre-existing or planned electrical poles.
    - 2) Pre-existing monopoles, guyed towers or lattice towers.
    - 3) Athletic field lighting towers.
    - 4) Other existing vertical elements on which the mounting of antennas will not significantly alter the function and character of the structure as determined by the Zoning Administrator.
  - b. PWSFs mounted on existing vertical elements shall not cause the height of the element to increase, except that PWSFs mounted on electrical poles may extend up to fifteen (15) feet above the existing height of the electrical pole.
  - c. PWSFs mounted on existing elements shall utilize the smallest antenna and array sizes technically and reasonably feasible.
  - d. To the extent possible, all visible components of a PWSF shall be finished or painted to match the existing vertical element, to minimize visual obtrusiveness, and shall not be illuminated unless otherwise required by state or federal regulations.

- e. PWSFs located on power poles less than 69kV shall lose their right to operate and all components shall be removed when power lines are undergrounded as required of development projects occurring on properties abutting the PWSF. This provision shall apply only to PWSFs installed after June 18, 2009.

C. Transmitting Towers (Excluding PWSFs)

- 1. Transmitting Towers are allowed only in the CP and A-1 Districts subject to a Conditional Use Permit. City-owned and operated Transmitting Towers are allowed in all zoning districts and shall be exempt from these requirements.
- 2. Any pole or tower exceeding thirty-five (35) feet shall be located at least one (1) foot from all property lines for every one (1) foot of the Transmitting Tower's height above finished grade.

**709 DESIGN REQUIREMENTS FOR NON-RESIDENTIAL DISTRICTS**

A. Purpose

The purpose of this Section 709 is to provide minimum standards for the organization and layout of buildings, parking areas, and building design of commercial and industrial uses so as to promote the general health, welfare and safety of residents in the community. The standards set forth herein are recognized as assisting in promoting logical development and strengthening property values.

B. Applicability

The standards outlined in this Section 709 shall apply to the following buildings and uses in all commercial and employment districts:

- 1. All buildings and uses of land constructed or developed after March 21, 2008.
- 2. Existing properties when a change in the distinguishing characteristics or primary features of the use of a building or land occurs after March 21, 2008. Such changes may include an increase in the size of a building or use, or remodeling of an existing building. The criteria used to establish applicability may include, but are not limited to, an increase in parking requirements, a change in occupancy designation, a change in outside storage or other similar changes to the building or land.

C. General Site Design Requirements

- 1. Site design shall conform to the site design components in the City's Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

2. Commercial equipment, including but not limited to water sales kiosks, vending machines and ice machines, shall be located inside an enclosed building. Equipment that must be located outside for safety reasons, such as propane tank racks, shall be placed in an area designed for their use and screened from street view to the extent allowed by the Fire Department. ATMs may be located outside.
3. Outside display of cars, boats, trailers, trucks and other vehicles in conjunction with vehicle sales or rental operations shall not be required to screen vehicles with parking lot screen walls; provided, however that other landscaping requirements shall apply.
4. Dismantling, servicing, repairing, etc. of vehicles and/or equipment shall occur only within completely enclosed buildings.
5. Service bays for automobile related uses, including car wash bays, shall not face residential properties or public streets unless entirely screened in a method acceptable to the Zoning Administrator or authorized designee.
6. Loading docks, delivery and service areas shall not front onto a public street unless entirely screened in a method acceptable to the Zoning Administrator or authorized designee. In A-1 zones, service bays must be screened only from arterial streets.
7. Where permitted, the outside storage of materials, equipment, inoperable vehicles, or other items within an enclosed area shall be located so as not be visible from adjoining streets or properties.
8. Any overhead electrical (less than 69kV), telephone, cable TV or other utility lines, located on the site or within the right-of-way adjacent to the site, shall be placed underground.

D. General Building Design

1. Building architecture is expected to conform to the building design components in the Design Manual for Commercial, Industrial and Multi-Family Residential Development.
2. Buildings shall be sited and designed to achieve an optimum level of energy efficiency with regard to solar orientation.
3. Mechanical equipment, whether ground level or roof-mounted, shall be screened from public view and be so located to be perceived as an integral part of the building.
4. All sides of a building shall receive consistent architectural treatment.

5. All buildings located within a unified, planned development, such as a shopping center or business park, shall be architecturally styled to achieve harmony and continuity of design. Building elevations shall be coordinated with regard to color, texture, materials, finishes and form.
6. Pedestrian-oriented site design is required.
7. Buildings with metal or steel exteriors shall be architecturally altered through the construction of veneers, facades or other architectural treatments to minimize the extent of metal surfaces visible.

E. Arterial Intersection Development

The intersections of arterial streets are a dominant feature of the urban landscape, serving as major focal points of activity in the community. Because of the importance of these locations, additional design requirements, beyond the required minimum standards, may be imposed on property at arterial intersections by the City at the time of rezoning and/or site plan approval. Such additional features may include:

1. Wider setbacks
2. Unique building orientation and design.
3. Special entry features such as fountains, land art or public art.
4. Enhanced walls, landscaping and other types of screening devices.
5. Unique building architecture.

**City Council Work Session Meeting – Excerpt of Meeting Minutes  
January 11, 2010**

**ZONING ORDINANCE TEXT AMENDMENT - SECTION 7, SUPPLEMENTARY  
REGULATIONS**

Charlie McClendon, City Manager, introduced Ken Galica to present this item.

Ken Galica, Planner II, indicated that for the last two years the Council has taken action to update several sections of the Zoning Ordinance. Tonight's presentation will update the Council on proposed amendments to Sections 7 and 8.

Mr. Galica indicated that Section 7 includes miscellaneous provisions that are not covered elsewhere in the zoning ordinance. Proposed revisions to section 7 strengthen the outdoor lighting standards to further protect dark skies, account for new technologies such as solar panels and satellite dishes, place additional regulations on accessory buildings in residential yards, add maintenance and discharge provisions for swimming pools, clarify that mobile homes and trailers are only allowed for specified temporary uses, fine-tune design standards by moving provisions to more appropriate locations within the ordinance and add provisions to ensure conformance with the design manual, protect environmental quality by adding enforcement tools to reduce negative environmental impacts such as noise, odors, dust, etc., require lot combinations rather than allowing buildings to be built across property lines, and add definitions to clarify terms.

Mayor Lopez Rogers expressed concern regarding the city's authority to add regulations on accessory building in residential lots. Mr. Galica explained that the purpose is to eliminate a loophole in the current ordinance which allows for structures of less than 110 sf to not count against building lot coverage.

Council Member Karlin indicated she likes incorporation of dark skies initiatives, but would suggest adding health and general well being provisions in addition to the physical and aesthetic characteristics because studies have shown that there are negative health impacts associated with environmental contamination.

Council Member Weise concurred with Mayor Rogers regarding her concerns about regulating private property rights. He indicated that there are areas in Avondale that could benefit from dark skies, but cooperation is needed from surrounding cities. He added that these regulations should be limited to rural areas.

Council Member Buster indicated he was in agreement with concerns raised regarding regulation of people's backyards. He asked for clarification regarding performance standards. Ken Galica explained that the idea is to limit the burden placed on the environment and reinforce nuisance provisions in other sections of the municipal code. Council Member Buster indicated that he is sympathetic to dark sky initiatives, but need approach cautiously and apply only to areas where it is warranted.

**Excerpt of the Minutes of the regular Planning Commission meeting held February 18, 2010 at 6:30 p.m. in the Council Chambers.**

**COMMISSIONERS PRESENT**

Angela Cotera, Vice Chair  
Sean Scibienski, Commissioner  
Michael Long, Commissioner  
David Scanlon, Commissioner  
Lisa Amos, Commissioner  
Grace Carrillo, Commissioner

**COMMISSIONERS EXCUSED**

David Iwanski, Chairman

**CITY STAFF PRESENT**

Tracy Stevens, Planning Manager, Development Services Department  
Ken Galica, Planner II, Development Services Department  
Eric Morgan, Planner II, Development Services Department  
Stacey Bridge-Denzak, Planner I, Development Services Department  
Christopher Schmaltz, City Attorney

**APPLICATION NO.**                      TA-08-8

**APPLICANT:**                              City of Avondale  
Contact: Ken Galica (623) 333-4019

**REQUEST:**                                This is a public hearing before the Planning Commission to review and solicit public input on application TA-08-8, a request to comprehensively amend Section 7 of the City of Avondale Zoning Ordinance, Supplementary Regulations. The proposed amendment will refine standards for detached accessory buildings, structure height, swimming pools, outdoor lighting, towers and antennae, seasonal sales and special events, building and site design, and other miscellaneous requirements pertaining to land use and development.

Ken Galica, Planner II, Development Services Department, stated application TA-08-8 pertains to Staff-initiated revisions to the Zoning Ordinance, Section 7, Supplementary Regulations. A short memorandum was given to the Commissioners prior to the meeting recommending a minor revision to Subsection 701, Purpose and Applicability. This revision is to make sure that Subsection 701 matches the format of the other sections. The proposed revisions to Section 7, Supplementary Regulations, include nine subsections:

701 – Purpose and Applicability. This subsection states the overall purpose of Section 7, as well as whom these provisions will apply to.

702 – General Requirements. This section contains various requirements related to certain uses of land, incidental types of setbacks, and other random things that can apply to property development.

703 – Detached Accessory Buildings. This section discusses detached accessory buildings such as sheds and garages.

704 – Height Limitations. This section discusses incidents when buildings or structures can go above the allowed height specified in each of the zoning districts.

705 – This section will contain seasonal sales procedures and processes, such as for Christmas tree lots.

706 – Swimming Pools. This section addresses setbacks for swimming pools, enclosures, etc.

707 – Outdoor Lighting. This section contains the outdoor lighting ordinance pertaining to parking lot lighting, athletic field lighting, sign lighting, etc.

708 – Towers and Antennae. This section deals with Personal Wireless Service Facilities.

709 – Miscellaneous Standards. This section contains design requirements for non-residential districts.

Mr. Galica covered the changes Staff has made to the subsections of Section 7.

Subsection 701 – Purpose and Applicability. The purpose of the Section was added to bring the formatting of Section 7 into line with the other Zoning Ordinance sections.

Subsection 702 – General Requirements. This subsection now contains expanded provisions which limit excavation of top soil to make sure that excavation of rock, sand and gravel is limited only to operations authorized to perform those tasks, or that are part of building a structure or a pool. This subsection also specifies that accessory buildings located in the required rear yard of a single family residence are permitted in accordance with Subsection 703. Distances which certain building elements can project into required rear yards, such as a bay window, have been standardized. Mobile homes and recreational vehicles will be allowed for habitation in association with an authorized seasonal sales permit, such as for caretaker's quarters. The list of uses for which mobile homes and RVs can be used for non-habitation purposes has been expanded to include instances such as a temporary golf clubhouse while a golf course is under construction or a hiring trailer while a store is still under construction. A provision prohibiting garage sales in excess of 60 consecutive hours or 6 times a year has been added. The existing provision which allows buildings to be constructed across lot lines has been removed.

Subsection 703 – Detached Accessory Buildings. Staff has clarified that detached accessory buildings are not permitted within the front yard of a residence. Street side setbacks have been standardized. A minimum clearance standard of 10 feet between a primary building and the nearest detached accessory building has been added at the request of the City's Building Safety Division. Staff has clarified that all detached accessory buildings do count toward the maximum allowable lot coverage.

Subsection 704 – Exceptions to Height Limitations. This subsection includes an increased allowed height for chimneys, bulkheads, uninhabited penthouses, ventilators, sky lights, water tanks, and other similar mechanical equipment. This increased height has been allowed per the Building Division because the current standard could prevent or discourage certain types of industrial uses from being able to locate in Avondale. Mr. Galica noted that these features must be completely screened by the building architecture so the height exception shouldn't have negative effects on aesthetics. Staff has clarified that the height of parapet walls is measured from the high side of a sloped roof. This section now also references Subsection 708, Towers and Antennae, in regards to the height of personal wireless facilities.

Subsection 705 – Seasonal Sales. This is a new subsection which includes process information, such as how to receive a permit and general regulations, including a requirement for a temporary business owner/property owner to restore the property to its original condition after the seasonal sales use has ended. Owner authorization must be obtained. This subsection also specifies the permit length, which will be two months maximum. This subsection contains a list of permitted uses and includes seasonal and holiday related sales events and offsite sales of souvenirs, gifts and food in conjunction or related to a sporting event. This section also includes the approval criteria, such as a use must not constitute a health or safety hazard, does not interfere with traffic, provides for adequate parking, and occurs only between 7 a.m. and 10 p.m., as well as an appeal procedure which can be used if an applicant is unsatisfied with the decision of the Zoning Administrator.

Subsection 706 – Swimming Pools. This section now contains references to Arizona Revised Statute 36-1681, which establishes the standards for pool enclosures and deletes any existing provisions which specify

standards other than those mentioned in the statute. Street side setbacks for swimming pools located within residential zoning districts have been removed.

Subsection 707 – Outdoor lighting. The MAG Dark Skies Advisory Committee has not completed their pattern lighting code. It is hoped that when this Committee has finished writing their code, all the Valley municipalities will be able to adopt that code for standardized lighting controls. If Avondale strengthens the dark sky aspects of our code before any other city, there is some concern that Avondale would be placed at a competitive disadvantage in attracting business relative to other cities that had less stringent lighting requirements. The changes staff has proposed are thus more minor in nature. For example, staff has increased the allowed height of pole-mounted lighting for small scale recreational facilities from 20 feet to 25 feet for standardized purposes. Mr. Galica noted that 25 feet is allowed for parking lot lighting. Staff will use initial lumens instead of wattage to determine whether full shielding will be required of a light. The buffer distances from residential uses for tall, pole-mounted lighting has been increased from the current 35 feet to 75 feet. Staff wants to increase this distance to make sure that developments next to residential communities are not interfering from a light pollution standpoint with the adjacent residential. A uniformity ratio for parking lot lighting will be required to prevent potentially unsafe hot spots; areas of uneven lighting within parking lots. Staff has specified in great detail what is expected from an applicant in a light submittal, such as specific components of photometric plans.

Subsection 708 – Towers and Antennae. No substantial changes have been made to this subsection.

Subsection 709, Design Requirements for Non-Residential Districts. This subsection clarifies which projects this subsection will apply to. Staff has included a statement requiring that site design and building architecture must conform to the Design Manuals. Several provisions related to landscaping have been eliminated that are addressed elsewhere. Certain buffer requirements are also eliminated that appear elsewhere. Specific requirements have been removed for service station design and driveway/circulation design that are either covered in the City's Design Manuals or the City's General Engineering Requirements Manual. Screening requirements have been expanded for equipment, service bays and loading docks. Staff has exempted parking lot screen wall requirements for the outdoor display of cars, boats, and other vehicles in conjunction with a sales or rental operation. Staff is also requiring pedestrian-oriented site designs.

Mr. Galica noted that Staff has also made a great many non-substantive changes to verbiage throughout Section 7.

Mr. Galica informed the Commission that this item was brought before the City Council on January 11, 2010. A first draft was e-mailed to the development community and interested residents on February 25, 2010. A Neighborhood Meeting was held on February 25, 2010 as well. No residents or developers attended the meeting. The public comment period has remained opened since February 25, 2010 to the present and Staff has received no contact. Staff hopes to take this item before the Council again on May 17, 2010 for adoption. Staff recommends approval subject to the motion contained in the memo presented to the Commissioners tonight.

Vice Chair Cotera invited questions.

Commissioner Amos referenced Subsection 702, General Requirements, "removing the provision which allows buildings to be constructed across lot lines," and asked if this will apply to rural lots as well, such as in the Estrella Foothills area. Mr. Galica stated residents of rural lots would have to combine the adjacent lots if they plan on building across the lot lines. This is in the best interest of the residents as well, as it resolves title issues and makes it easier in the future to sell the property. Commissioner Amos remarked that this can be a problem with assessors as well when buildings straddle lots.

Commissioner Amos referenced Subsection 703, Detached Accessory Buildings, and asked if accessory building has been defined. Mr. Galica stated that a detached accessory building will be defined in Section 1; the update to that chapter is ongoing and anticipated to be completed in the next few months.

Commissioner Amos referenced Subsection 704, Exceptions to Height Limitations, and asked what had precipitated the increase in increasing the height for chimneys, bulkheads, etc. She asked was any consideration given to the limitation being based on the scale of the building. Mr. Galica stated all of these features are only really used on industrial buildings with a typical height between 25 and 30 feet, and the height would be expected to go up to 45 feet on a 35 foot building. It is rare the find these types of features on non-industrial buildings.

Commissioner Amos asked if there had been many requests for exceptions to the height limitations. Mr. Galica stated an exception to height limitations has not come up in the planning process. This was a request from the City's Building and Safety Division in anticipation of potential future problems, as they felt that the existing standard (12 feet) may not be adequate to support certain apparatuses on certain buildings.

Commissioner Scanlon asked for examples of exceptions to height limitations. Mr. Galica explained this exception could include roof-mounted, large-scale ventilation systems for a factory. A ventilation system can be up to 14 feet in height in certain instances and the current 12 foot requirement would not be adequate.

Vice Chair Cotera informed the Planning Commission that she believes the City of Goodyear adopted the Dark Skies provision years ago. Mr. Galica stated many cities call certain ordinances Dark Sky ordinances, but they do not reflect the more recent Dark Sky codes that have been introduced in the past two or three years. Avondale has a Dark Sky ordinance from the 2002/2003 timeframe, which is less stringent than what MAG (Maricopa Association of Governments) will be recommending to cities. Vice Chair Cotera asked if MAG was moving toward provisions similar to what Tucson and Flagstaff has, which Mr. Galica confirmed.

Vice Chair Cotera referenced Subsection 702, structure elements may not project into the front yard by not more than five feet, and asked about projections of balconies and patio coverings. Mr. Galica clarified that this provision does not limit how far a balcony can project. It limits how far a balcony can project into a required yard/required setback. Balconies could not be built extending into a neighbor's backyard.

Vice Chair Cotera referenced 703, Detached Accessory Buildings, "Any detached accessory building not located in the rear half of a lot shall maintain such yards as are required for a dwelling unit on the same lot." She suggested that sentence be clarified. Mr. Galica stated what that provision basically means is that when accessory buildings are not located in the back half of a lot, the property owner will have to adhere to all the setbacks of the house on the lot.

Vice Chair Cotera expressed confusion over 703, Detached Accessory Buildings, "A minimum clearance of ten feet shall be maintained between the primary building and any accessory structure." Mr. Galica stated this sentence deals specifically with the distance between structures as opposed to the distance between a structure and a property line.

Vice Chair Cotera referenced 704, Exceptions to Height Limitations, and asked what a "penthouse not for human occupancy" is. Mr. Galica explained this refers to a room that encloses mechanical equipment that is typically found on the roofs of larger buildings. This is building terminology that is familiar to architects.

Vice Chair Cotera asked for clarification on "The height of a parapet shall be measured from the highest side" and asked if that measurement was from the top of the roof to the top of the parapet, which Mr. Galica confirmed.

Vice Chair Cotera referenced Subsection 707, Outdoor Lighting, "All outdoor lights shall be fully shielded and directed downward and angled no greater than 45 degrees with the following exceptions:" She asked if that would be retroactive. Mr. Galica stated this provision will apply mainly to new lighting systems.

Vice Chair Cotera referenced Subsection 709, Design Requirements for Non-Residential Districts, “Where permitted, the outside storage of materials, equipment, inoperable vehicles or other items within the enclosed area shall be located so as not to be visible from adjoining streets or properties.” She asked if this included residential properties. Mr. Galica stated Subsection 709 deals specifically with commercial and industrial properties. “Where permitted” could apply to a permitted junkyard or a permitted factory with an outdoor storage yard, in which case such storage will have to be screened from view.

Commissioner Scanlon referenced Subsection 702, General Requirements. He asked if a resident could have a 59 consecutive hour garage sale 6 times a year. Mr. Galica confirmed a resident could have a 60 consecutive hour garage sale 6 times a year, such as a sale for half of a Friday, Saturday and Sunday, and the resident could have such sales 6 times a year. Commissioner Scanlon stated he would object if his neighbor had a yard sale every weekend for two months running and he thinks this provision should be tightened up. Mr. Galica stated that Staff used the existing standard in the Zoning Ordinance; however, if the Planning Commission would like a revision, Staff will not have any objection to tightening the hours for garage sales even further.

Commissioner Amos stated that if the 60 hours were spread over daytime only, the yard sale could run longer than half of Friday, Saturday and Sunday. Mr. Galica stated such a situation is where the word “consecutive” comes into play.

Commissioner Scanlon asked for input on yard sale hours from the Planning Commissioners.

Mr. Galica suggested that the Commission can recommend that Staff revisit this issue and revise it, or the Commission can recommend a specific provision to replace this yard sale provision in the motion.

Commissioner Scanlon referenced Subsection 705, Seasonal Sales “incidental sales incidental to sporting events” and asked if that would apply to high school sports or someone who operates a souvenir or food business who tries to tie it to a sporting event. Mr. Galica stated that Staff would evaluate such a situation, and if it was not for a legitimate sporting event, the business would not receive a seasonal sales permit. The maximum number of permits a business can obtain a year is one and the maximum time limit the permit covers is two months. A business might not receive the permit to operate for two months, such as in the case selling food at a football game for one weekend. Commissioner Scanlon suggested the wording “incidental to a regularly established sporting event.”

Commissioner Scibienski stated he understands Subsection 705, Seasonal Sales, to apply to the rules in which the City will issue a permit to a special event vendor, in which case the City would stop a vendor from having a chicken fight and selling food there. There is no need to add additional language.

Commissioner Scanlon referenced Subsection 708, Towers and Antennae, and asked for clarification that this provision does not apply to amateur radio operators. Mr. Galica stated the City is prohibited from applying these provisions to amateur radio operators. Hobby enthusiasts and non-commercial users are exempt from these requirements.

City Attorney, Chris Schmaltz, referenced Subsection 707, Outdoor Lighting, “Increasing the allowed height of pole-mounted lighting for small scale recreational facilities from 20 to 25 feet” and “increasing the buffer distance from residential uses for tall pole-mounted lighting from the current 35 feet to 75 feet. Any pole mounted lighting within the buffer distance cannot exceed 16 feet in height.” He asked if the effect would be that backyard basketball courts are limited to 16 feet.

Mr. Galica clarified that small scale recreational lighting has a set of standards, large scale recreational lighting has a second set of standards, and sign lighting has a third set of standards. Everything else falls under a fourth set of standards, which includes the separation requirement from a residential property for parking lot poles; the items in each of these subsections act independently of each other and a standard applicable to recreational lighting does not apply to parking lot lighting, and vice versa.

Vice Chair Cotera invited further questions, and hearing none, opened the public hearing on TA-08-8. There were no requests to speak. Vice Chair Cotera closed the public hearing and called for a motion.

Commissioner Long moved that the Planning Commission accept the findings and recommend approval of application TA-08-8, a request to amend the City of Avondale Zoning Ordinance, Section 7, Supplementary Regulations, the full text of which is included as Staff Report Exhibit B, except that Subsection 701 shall be reviewed in accordance with the recommended changes contained in the Development Services Memorandum to the Planning Commission dated April 15, 2010. Commissioner Amos seconded the motion.

Vice Chair Cotera invited discussion.

Commissioner Scanlon asked if it would be in order to make an amendment or addition to the motion made by Commissioner Long. Attorney Schmaltz stated if Commissioner Long was amenable to an amendment to his motion, it could be revised.

Commissioner Scanlon stated he wanted to add language to the end of the motion “and with respect to Section 702J is to read as follows: Garage/yard sales in excess of 60 consecutive hours or in excess of 6 times per year are prohibited, provided each such sale shall not occur more frequently than 30 days from the last.”

Vice Chair Cotera asked legal counsel if this proposed addition to the amendment could be discussed. Attorney Schmaltz stated Commissioner Long would need to indicate he is amenable to the amendment and then a second to the motion would be invited. After that, the Commissioners can discuss the amendment to the motion.

Commissioner Long specified that his original motion “That the Planning Commission accept the findings and recommend approval of application TA-08-8, a request to amend the City of Avondale Zoning Ordinance, Section 7, Supplementary Regulations, the full text of which is included as Staff Report Exhibit B, except that Subsection 701 shall be reviewed in accordance with the recommended changes contained in the Development Services Memorandum to the Planning Commission dated April 15, 2010” would stand as read.

Vice Chair Cotera invited discussion on the original motion, and hearing none, called for a roll call vote.

ROLL CALL VOTE

Chairperson Iwanski	Excused
Vice Chair Cotera	Aye
Commissioner Long	Aye
Commissioner Amos	Aye
Commissioner Carrillo	Aye
Commissioner Scanlon	Nay
Commissioner Scibienski	Aye

The motion passed 5 to 1.

**RESOLUTION NO. 2909-510**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE SUPPLEMENTARY REGULATIONS, AMENDED AND RESTATED MAY 17, 2010."

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

SECTION 1. That certain document entitled the "City of Avondale Supplementary Regulations, Amended and Restated May 17, 2010" of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 17, 2010.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

**ORDINANCE NO. 1415-510**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 7, SUPPLEMENTARY REGULATIONS, AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE CITY OF AVONDALE SUPPLEMENTARY REGULATIONS, AMENDED AND RESTATED MAY 17, 2010.

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

**WHEREAS**, the Commission held a public hearing regarding the subject matter of this Ordinance on April 15, 2010, after which the Commission recommended to the City Council that the actions contemplated by this Ordinance be approved; and

**WHEREAS**, the City Council held a public hearing on this Ordinance on May 17, 2010.

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

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

SECTION 2. The document known as the City of Avondale Supplementary Regulations, Amended and Restated May 17, 2010 (the “Revised Supplementary Regulations”), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2909-510 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 3. The City of Avondale Zoning Ordinance (the “Zoning Ordinance”), Section 7, Supplementary Regulations, is hereby deleted in its entirety and replaced by the Revised Supplementary Regulations, which shall be inserted into the Zoning Ordinance as a new Section 7, Supplementary Regulations.

SECTION 4. Any person who fails to comply with any provision of the Revised Supplementary Regulations shall be subject to civil and criminal penalties as set forth in Section 114 of the Zoning Ordinance. Civil penalties shall not exceed \$1,000.00. Criminal penalties shall constitute a class one misdemeanor, punishable by a fine not to exceed \$2,500.00 or by

imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Revised Supplementary Regulations adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. 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, May 17, 2010.

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Marie Lopez Rogers, Mayor

ATTEST:

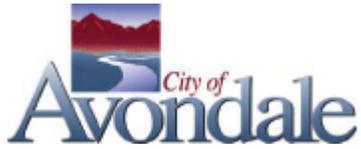
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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
May 17, 2010

**TO:** Mayor and Council  
**FROM:** Andrew McGuire, City Attorney (602)257-7664  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available