CITY COUNCIL AGENDA

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

REGULAR MEETING
October 17, 2011
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES
1. Work Session of October 3, 2011
2. Regular Meeting of October 3, 2011

b. DESIGNATION OF VICE MAYOR MCDONALD AS ALTERNATE VOTING DELEGATE AT NLC ANNUAL BUSINESS MEETING
City Council will consider Vice Mayor McDonald's request to be designated as an alternate voting delegate at the National League of Cities Annual Business Meeting to be held at the conclusion of the Congress of Cities on November 12, 2011. The Council will take appropriate action.

c. THIRD AMENDMENT TO SOFTWARE SUPPORT SERVICES AGREEMENT - INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.
City Council will consider a request to approve the Third Amendment to Software Support Services Agreement with Infor Global Solutions (Michigan), Inc., for Enterprise Asset Management annual technical support services in an amount not to exceed $42,736.99 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT - SOUTHWEST UMPIRES ASSOCIATION
City Council will consider a request to approve a Cooperative Purchasing Agreement with Southwest Umpire Association for professional umpiring services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

e. CONSTRUCTION CONTRACT AWARD - VISUS INC. FOR THE RILEY DRIVE IMPROVEMENT PROJECT
City Council will consider a request to approve a construction contract with Visus Inc. to provide construction services for the Riley Drive Improvement Project in the amount of

$347,829.90 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 3006-1011 – NOTICE OF INTENT TO INCREASE WATER FEES**
City Council will consider a resolution authorizing a notice of intent to increase water fees, setting a public hearing on the proposed increase and filing a report with the City Clerk. The Council will take appropriate action.

g. **RESOLUTION 3007-1011 - CORRECTING ERRORS IN THE TRANSIT SERVICE AGREEMENT WITH THE REGIONAL PUBLIC TRANSIT AUTHORITY**
City Council will consider a resolution correcting errors in the schedules appended to the Transit Service Agreement with the Regional Public Transportation Authority for the operation of Avondale Circulator. The Council will take appropriate action.

h. **RESOLUTION 3009-1011 - AMENDMENT NO. ONE TO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE TRAFFIC OPERATIONS CENTER**
City Council will consider a resolution approving Amendment No. One to the Intergovernmental Agreement with the Arizona Department of Transportation for the construction of the Traffic Operations Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **PUBLIC HEARING – TIME EXTENSION FOR ENTORNO PAD ZONING - ALTERNATIVELY ORDINANCE 1472-1011 - ZONING REVERSION**

City Council will hold a public hearing and consider a request by Mr. Ed Bull, Burch & Cracchiolo, P.A., for a one year extension of Planned Area Development (PAD) zoning for Entorno, located on approximately 160 acres of land at the southwest corner of 99th Avenue and Indian School Road. Alternatively, City Council will consider an ordinance reverting the zoning from PAD zoning to its previous zoning classification of Agricultural (AG). The Council will take appropriate action.

5 **NON-EXCLUSIVE LICENSE - FARMERS MARKET SUPPORT SERVICES, LLC**

City Council will consider a request to approve a Non-Exclusive License with the Farmers Market Support Services, LLC to hold a monthly farmer's market at Friendship Park and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

6 **RESOLUTION 3008-1011 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR - CENTENNIAL PARADE AND KICK-OFF FESTIVAL**

City Council will receive an update on the activities planned to commemorate the Centennial and consider a resolution authorizing an Intergovernmental Agreement with the City of Goodyear to jointly host an Arizona Centennial Parade and Event and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

7 **EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) negotiations for a potential Economic Development Agreement.

8 **ADJOURNMENT**

Respectfully submitted,

Carmen Martinez

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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
October 17, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Designation of Vice Mayor McDonald as Alternate Voting Delegate at NLC Annual Business Meeting

MEETING DATE:
October 17, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider Vice Mayor McDonald's request to be designated as an alternate voting delegate at the National League of Cities Annual Business Meeting to be held at the conclusion of the Congress of Cities on November 12, 2011 in Phoenix.

BACKGROUND:

City Council first considered this item on October 3, 2011. Council Member Karlin was appointed as the primary voting delegate and Mayor Rogers as the alternate. Mayor Rogers expressed reservations about being appointed as the alternate as her name will be in the ballot and encouraged council members to register to attend the Congress of Cities.

DISCUSSION:

Since the October 3rd meeting, Vice Mayor McDonald has decided to register to attend this year's Congress of Cities scheduled from Wednesday, November 9 to Saturday, November 12, 2011 in Phoenix. The Annual Business Meeting will be held on November 12, 2011.

Vice Mayor McDonald has requested to be appointed as the alternate voting delegate thereby releasing Mayor Rogers from this responsibility.

RECOMMENDATION:

Staff is recommending the appointment of Vice Mayor McDonald as the alternate voting member for Avondale during the NLC's Annual Business Meeting scheduled for Saturday, November 12, 2011 in Phoenix.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Third Amendment to Software Support Services Agreement - Infor Global Solutions (Michigan), Inc.

MEETING DATE:
October 17, 2011

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 the Third Amendment to a Software Support Services Agreement with Infor Global Solutions (Michigan), Inc., for Enterprise Asset Management (EAM) annual technical support services not to exceed $42,736.99 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Infor's Enterprise Asset Management (EAM) application is currently being used by the Public Works and Engineering - Transportation Departments for tracking assets and work orders. In an effort to ensure continued operation of the asset management system, the City of Avondale has an annual support agreement with Infor Global Solutions for technical support services. These services include phone and on-line support for 24 (hours a day) x 7 (days a week) assistance for technical, application and customer service issues. The support services also include application updates, patches and service packs. Public Works and Information Technology staff have reviewed the support agreement amendment and concur it effectively covers the City's needs.

DISCUSSION:

The City of Avondale entered into a software support agreement, contract number 12325 with Infor Global Solutions on March 11, 2008. The agreement has a first amendment for annual software support effective October 15, 2009, a second amendment for annual software support effective January 3, 2011, a third amendment to upgrade EAM to version 8.5, and now a fourth amendment for annual support effective from November 18, 2011 to November 17, 2012.

The annual support services cost is based on 17 concurrent licenses, three mobile named seats and one GIS module. The 17 concurrent licenses allow up to 17 users to log into EAM at one time. the three mobile licenses allow three named mobile users to log into EAM, and the GIS module provides users the ability to view asset locations on a map.

BUDGETARY IMPACT:

Funding for the proposed agreement with Infor Global Solutions is available in the water, wastewater and engineering operating budgets, line items 501-9210-00-7085 (Wastewater Administration), 501-9110-00-7085 (Water Administration) and 201-5925-00-6310 (Traffic Engineering).

RECOMMENDATION:

Staff recommends the City Council approve the Third Amendment to Software Support Services Agreement with Infor Global Solutions (Michigan), Inc., for EAM annual technical support services not to exceed $42,736.99 and authorize the Mayor or City Manager and City Clerk to excecute the necessary documents.

ATTACHMENTS:

Click to download

- Software Support Agreement

THIRD AMENDMENT
TO
SOFTWARE SUPPORT AGREEMENT
BETWEEN
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.
AND
THE CITY OF AVONDALE

THIS THIRD AMENDMENT (this "Third Amendment") is made as of October 17, 2011, between the City of Avondale, an Arizona municipal corporation (the "Licensee") and Infor Global Solutions (Michigan), Inc., a Michigan corporation ("Infor").

RECITALS

A. The Licensee and Infor entered into a Software Support Agreement, Contract No. 12325, effective October 15, 2009, as amended by that certain First Amendment, effective as of October 15, 2009 in conjunction with that certain License Agreement, effective November 12, 2003 and that certain Order Form, effective October 15, 2009 and as amended by that certain Second Amendment, dated January 3, 2011 (collectively, the Software Support Agreement, First Amendment, License Agreement, Order Form and Second Amendment are referred to herein as the "Existing Agreement"). All of the capitalized terms not otherwise defined in this Third Amendment have the same respective meanings as contained in the Existing Agreement.

B. The Licensee has determined that it is necessary to continue support services under the Existing Agreement (the "Services").

C. The Licensee and Infor desire to enter into this Third Amendment to (i) extend the term of the Existing Agreement for the Services and (ii) provide for compensation to Infor for 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 are hereby acknowledged, the Licensee and Infor hereby agree to amend the Existing Agreement as follows:

1. Term. The term of the Existing Agreement is hereby extended until November 17, 2012.

2. Scope of Services. Infor shall perform the Services as set forth on the Invoice, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The Licensee shall pay Infor an aggregate amount not to exceed $42,736.99 for the Services at the rates as set forth in the Invoice, attached hereto as Exhibit A.

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

5. Non-Default. By executing this Third Amendment, Infor, to its knowledge without investigation, affirmatively (i) asserts that the Licensee is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement and (b) waives any and all claims related to the Agreement occurring prior to this Third Amendment except for those based on any breach of confidentiality, Infor's intellectual property rights or misuse of any software licensed outside the scope of the license.

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

7. Conflict of Interest. This Third Amendment and the Existing Agreement may be cancelled by the Licensee pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

"Infor"

INFOR GLOBAL SOLUTIONS
MICHIGAN), INC., a Michigan
orporation

By: _____

Name: Gregory M. Giangiordano
SVP & General Counsel

Title: _____

(ACKNOWLEDGEMENT)

STATE OF PENNSYLVANIA)
ss.
COUNTY OF CHESTER)

This instrument was acknowledged before me on 4 OCTOBER, 2011, by GREGORY M. GIANGIORDANO as SVP & GENERAL COUNSEL of INFOR GLOBAL SOLUTIONS (MICHIGAN), INC., a Michigan corporation, on behalf of the corporation.

Joyette Tenneh Dean
Notary Public in and for the State of PA

(affix notary seal here)

NOTARIAL SEAL
JOYETTE TENNEH DEAN, NOTARY PUBLIC
MALVERN, CHESTER COUNTY
MY COMMISSION EXPIRES AUG. 16, 2014

EXHIBIT A
TO
THIRD AMENDMENT
TO
SOFTWARE SUPPORT AGREEMENT
BETWEEN
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.
AND
THE CITY OF AVONDALE

[Invoice]

See following pages.

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Southwest Umpires Association

MEETING DATE:
October 17, 2011

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a cooperative purchasing agreement with Southwest Umpire Association for professional umpiring services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On August 18, 2008 the City of Avondale (the City) and Southwest Umpires Association (Southwest Umpires) entered into the initial Professional Services Agreement for professional umpiring services. The original agreement was based on a piggyback agreement with the City of Chandler (CS7-964-2472. The original agreement expired on August 31, 2009 and the services were extended for two additional years. However, the City of Chandler did not renew their contract with Southwest Umpires and are in negotiation to procure umpire services with a different vendor. The City of Chandler does not currently have a replacement agreement with any umpire services provider. The City of Avondale has ongoing leagues and requires an umpire services agreement.

DISCUSSION:

The City of Chandler decided not to renew the contract with Southwest Umpires and are currently without contracted umpire services; they are exploring different vendors and alternate pricing.

The City of Avondale staff requested a new piggyback agreement with the City of Scottsdale and Southwest Umpires for one year with no additional renewals. City staff would like to open a bid process to procure a direct contract for Umpire services after this proposed one year agreement expires. Staff believes that there will be an opportunity for additional vendors and potentially reduced service rates.

Southwest Umpires has performed up to the expectations of the agreement in the City of Avondale, the City of Chandler, and the City of Scottsdale. Staff recommends that the City retain the services for the length of the Scottsdale Agreement.

BUDGETARY IMPACT:

The contract with SW Umpires will not exceed a cost of $60,000. Funding for the professional umpire services is provided through program fees. All costs for umpire services are cost recoverable through sports programming.

RECOMMENDATION:

Staff recommends that the City Council approve a cooperative purchasing agreement with Southwest Umpire Association for professional umpiring services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES ASSOCIATION

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of October 17, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Jeffrey T. Kersch d/b/a Southwest Umpires Association, an Arizona sole proprietorship (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale, Arizona ("Scottsdale"), entered into Contract No. 07RP030 dated July 9, 2007, as amended by that certain Contract Modification dated July 18, 2008, and as extended by that certain Contract Extension dated June 9, 2011 (collectively, the "Scottsdale Contract") for the Contractor to provide professional softball umpire services. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such services under the Scottsdale Contract, at its discretion and with the agreement of the awarded Contractor, and the Scottsdale Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (1) acknowledging a cooperative contractual relationship under the Scottsdale Contract, (2) establishing the terms and conditions by which the Contractor may provide the City with professional softball umpire services, as more particularly set forth in Section 2 below (the "Services") on an "as-required" basis and (3) setting the maximum aggregate amount to be expended pursuant to this Agreement related to 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 are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect until June 30, 2012, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Scottsdale Contract.

2. Scope of Work. Contractor shall provide the City with professional softball umpire services under the terms and conditions of the Scottsdale Contract at the times required by the Director of the City's Parks, Recreation and Libraries Department.

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed $60,000.00 for the Services at the hourly rates as set forth in the Scottsdale Contract, attached hereto as Exhibit A.

4. Payments. The City shall pay the Contractor monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (A) contain a reference to this Agreement and the Scottsdale Contract and (B) 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. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor'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 Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of 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 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 Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 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, 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 Contractor pursuant to this Agreement. Contractor 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 Section. The City shall give Contractor or its subcontractors 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 Agreement.

6. 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 their 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 Agreement and may result in the termination of this Agreement by the City.

7. 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 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 Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the 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 a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. 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 Contractor fully informed as to the availability of funds for this 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 Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the Scottsdale Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Scottsdale Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Scottsdale under the Scottsdale Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

"**Contractor**"

SOUTHWEST UMPIRES ASSOCIATION, an
Arizona sole proprietorship

By:_____
Jeffrey T. Kersch, Owner

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011, by Jeffrey T. Kersch, as Owner of SOUTHWEST UMPIRES ASSOCIATION, an Arizona sole proprietorship, on behalf of the sole proprietorship.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES ASSOCIATION

[Scottsdale Contract]

See following pages.

CITY OF SCOTTSDALE
SOFTBALL OFFICIATING SERVICES CONTRACT

THIS CONTRACT, made and entered into this 9th day of July, 2007, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona hereinafter referred to as "City", and Southwest Umpires Association, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City desires to contract for Softball Officiating Services;

WHEREAS, Contractor is duly qualified to perform the requested services;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the professional services required by this Contract resulting from City of Scottsdale Request for Proposal #07RP030.

1.1 SERVICE DESCRIPTION

It is the intent of the City of Scottsdale to contract for umpiring services for adult slow pitch softball games in conformance to the following specifications:

1. The Contractor shall provide one and or two umpires for all mens league and tournament games as required by the Contract Administrator.

2. Contractor shall provide one umpire for all co-ed league and tournament games.

3. Contractor shall provide umpire tested and certified as competent to administer the current Amateur Softball Association Rules, however, special Scottsdale league and ground rules shall take precedence at all times. Certification will be confirmed through a listing of qualified ASA officials submitted during RFP process.

4. Contractor shall provide umpire service at no charge if a game must be re-played due to umpire error (valid protest).

5. Contractor shall have umpire at each designated game site at least 10 minutes prior to game time.

SERVICE DESCRIPTION - CONT'D

6. Contractor shall instruct umpire that City of Scottsdale representatives shall have the authority to change rules when deemed necessary. Said representatives will not change any decisions already made by the Contractor's umpires regarding rules of the Amateur Softball Association.

7. The City of Scottsdale shall not be held responsible for any accident or injury sustained by the Contractor's umpire.

8. The Contractor shall not charge the City of Scottsdale if an umpire arrives more than 15 minutes after the game time. Furthermore, the umpire(s) shall work the balance of the game.

9. Contractor shall be able to provide appropriate number of umpires for eight (8) game sites for approximately 4,000 games for the first contract term. Future contract terms may require up to fourteen (14) game sites for approximately 7,000 games per year. Games shall have a fifty-five minute time limit with no new inning starting after fifty-five minutes. Innings in progress shall be completed.

10. The City of Scottsdale shall have the right to refuse the service of any individual provided by the Contractor if deemed unacceptable and justified by City representative.

11. The City of Scottsdale shall provide Contractor with a minimum of 3 hours notice, either written or verbal, as to the game site schedule or changes in schedule.

12. Contractor shall have umpires attired in proper A.S.A. uniform during game times.

13. Contractor shall pay the cost for umpiring any scheduled game where the Contractor's umpire fails to officiate.

14. The Contractor shall assign a representative to the City of Scottsdale who shall act as a direct liaison between the Contractor and the City and who shall process complaints regarding umpires and their services, and schedule appropriate umpires.

1.2 ACCEPTANCE AND DOCUMENTATION

A. Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

B. The City shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

Contractor shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available for audit by the City pursuant to Section 4.7 of this Contract.

2.2 FEE SCHEDULE

1-MAN SYSTEM:

$25.00/UMPIRE (1 GAME)

$25.00/UMPIRE (2 OR MORE GAMES)

2-MAN SYSTEM:

$25.00/UMPIRE X 2 UMPIRES = $50.00/GAME (1 GAME)

$25.00/UMPIRE X 2 UMPIRES = $50.00/GAME (2 OR MORE GAMES)

Amounts indicated in this Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator prior to payment.

2.4 PRICE ADJUSTMENT

Price increases may be requested by the Contractor thirty (30) days prior to the anniversary date of the contract.

Price increases will become effective only after approval by the Contract Administrator and Purchasing Director and will be effective for at least one year from the date of approval. Approved price increases will be applied to the Contract unit pricing as per a referee per game amount.

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, However, the Contract Administrator shall evaluate the Contractor's performance, services and record documentation to determine the appropriateness of the increase requested.

The price increase for each annual extension shall not exceed $1.00 per umpire per game.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall be for a one year period, beginning July 9, 2007 through June 30, 2008. The City and Contractor may mutually agree to extend this Contract for four or more one year periods upon the recommendation of the Contract Administrator and concurrence of the Purchasing Director.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items. Contractor shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors, which Contractor could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice pursuant to Section 4.11 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Walt Johnson, Sr. Recreation Coordinator or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to any and all subcontractors,

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to received 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 enforceable whether or not such action is prosecuted to judgment.

4.9 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.10 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.11 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:
Jeffery T. Kersch
Southwest Umpires Association
13738 W. Peck Dr.
Litchfield Park, Az.85340

In the case of City:

Walt Johnson
City of Scottsdale
5401 N. Hayden Rd.
Scottsdale, AZ 85251

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.12 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.13 TAXES

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractors performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.14 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.15 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.16 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.17 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.18 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.19 INDEMNIFICATION

Indemnification and Insurance

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees, regardless of whether or not caused in part by the active and or passive negligence of a party indemnified hereunder including the City of Scottsdale, its agents, representatives, officers, directors officials and employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Contractor shall carry types of insurance and limits of liability customary to the industry, including but not limited to, Commercial General Liability insurance, Vehicle Liability insurance, Professional Liability insurance and Workers Compensation coverage as prescribed by Arizona law. City of Scottsdale shall be cited as an Additional Insured under Commercial General Liability insurance and Vehicle Liability insurance. All aforementioned insurance policy's shall waive rights of recovery against City of Scottsdale and its agents. Contractor is requested to submit insurance certificate reflecting above insurance coverages.

4.20 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

5.0 SEVERABILITY AND AUTHORITY

5.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

5.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

CONTRACTOR:
Southwest Umpires Association

By: Jeffrey T. Kersch
Jeffery T. Kersch, Director

CITY OF SCOTTSDALE
Mary Manross, Mayor

By: for

Monroe C. Warren
Purchasing Director

Pauline Hecker
Risk Management Director

CITY CONTRACT ADMINISTRATOR
Walt Johnson
Senior Recreation Coordinator

Debra Baird
Community Services General Manager

APPROVED AS TO FORM:

for

Deborah Robberson
City Attorney

CITY OF SCOTTSDALE
MODIFICATION TO SOFTBALL OFFICIATING SERVICES CONTRACT

THIS CONTRACT MODIFICATION, made and entered into this 18th day of July, 2008, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Southwest Umpires Association, hereinafter referred to as "Contractor", amending the Contract dated July 9, 2007, between City and Contractor.

WITNESSETH

WHEREAS, the CITY desires to modify the contract for Softball Officiating Services AND

WHEREAS, the City and the Contractor mutually agree to modify the Contract;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 MODIFICATIONS:

1.1 Section 1.1, SERVICE DESCRIPTION, page 1, item 3 of the original Contract is hereby deleted and replaced with the following:

"3. Contractor shall provide umpires tested and certified as competent to administer the current Amateur Softball Association Rules, however, special Scottsdale league and ground rules shall take precedence at all times. Certification will be confirmed through a listing of certified officials submitted during RFP process and with each annual extension. List will include names of certified umpires to be used in City of Scottsdale leagues/tournaments and the certification attained and/or testing method used for each individual umpire."

1.2 Section 1.1, SERVICE DESCRIPTION, page 1, item 12 of the original Contract is hereby deleted and replaced with the following:

"12. Contractor shall have umpires attired in a uniform approved by the Contract Administrator or their representative during all games."

All provisions of the original Contract not modified in Section 1.0, above, shall remain in full force and effect as stated therein.

CONTRACTOR:

By: Jeff Kersch
Jeff Kersch, Director
SOUTHWEST UMPIRES ASSOCIATION

CITY OF SCOTTSDALE

Mary Manross, Mayor

By: Walter Johnson
Walter Johnson
CITY CONTRACT ADMINISTRATOR

CITY OF SCOTTSDALE REVIEW:

Bill Yazel 8/25/08
Bill Yazel
Purchasing Director

Debra Baird
Debra Baird
Community Services General Manager

Suzanne M. Welch for
Pauline Hecker
Risk Management Director

APPROVED AS TO FORM:

for John J. Olson
Deborah Robberson
City Attorney

June 9, 2011

Southwest Umpires, LLC
Attn: Jeffrey Kersch
503 E. McDowell Rd., Ste.107-307
Phoenix, AZ 85004

Re: Contract #07RP030
SOFTBALL OFFICIATING SERVICES CONTRACT EXTENSION

Dear Mr. Kersch,

In accordance with your letter dated May 5, 2011, The City of Scottsdale is in agreement with a one-year extension of contract #07RP030 with all terms, conditions and pricing to remain the same.

The new term of extension shall be from July 9, 2011 through July 8, 2012. All provisions of the contract shall remain in effect during the new agreement period.

Sincerely,

Raquel McMahon

Raquel McMahon
Bid & Contract Specialist
City of Scottsdale Purchasing Department
9191 E. San Salvador Drive
Scottsdale, AZ 85258

CITY COUNCIL REPORT

SUBJECT:
Construction Contract Award - Visus Inc. for the Riley Drive Improvement Project

MEETING DATE:
October 17, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a construction contract with Visus Inc. to provide construction services for the Riley Drive Improvement Project in the amount of $347,829.90 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On May 16, 2011, City Council approved a construction contract with Standard Construction Company, Inc. to install a waterline on Riley Drive from Dysart to 4th Street. This was in anticipation of the street being repaired and minimizing impacts on the high school.

The current Riley Drive Improvement project will construct street improvements on Riley Drive from Dysart Road to 4th Street (see attached vicinity map). These improvements will install a new 24-inch irrigation line crossing for Roosevelt Irrigation District (RID), sidewalk and driveway improvements and replace the existing pavement which is past its life cycle.

City staff completed in-house design plans and prepared construction drawings. A pothole investigation also revealed that the existing RID irrigation line was very shallow. RID had no record of this pipe installation and therefore, could not ensure the pipe's integrity. The RID line will need to be rebuilt before the roadway improvements can be done. RID has its annual dry-up in November and this is the only time the line can be rebuilt.

SCOPE OF WORK:

The scope of work for this project will include:

- Installation of 24-inch RID irrigation line
- Sidewalk and driveway improvements
- Removal and replacement asphalt pavement

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on September 23 and 27, 2011, and the Arizona Business Gazette on September 22, 2011. The Engineering Department held a non-mandatory pre-bid meeting on September 29, 2011. Five(5) bids were received and opened on October 6, 2011. Each bid package was reviewed and four (4) of the five (5) bidders met the bidding requirements. The firms that met bidding requirements and the amount of their bids are as follows:

BIDDER	BID AMOUNT	M/DBE
Standard Construction	$403,396.52	No
Combs Construction	$359,922.04	No
Visus, Inc.	$347,829.90	No
Knochel Bros, Inc.	$389,825.96	No

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

Staff contacted references and believes Visus, Inc. to be competent and qualified for this project. Visus, Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

The contract is on file with the City Clerk.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONE	TARGET DATE
Issue Notice of Award	10/18/11
Pre-Construction Conference	10/25/11
Issue Notice to Proceed	11/07/11
Begin Construction	11/07/11
Completion	01/08/12

BUDGETARY IMPACT:

Funding in the amount of $347,829.90 is available in CIP Street Fund Line Item 304-1009-00-8420.

RECOMMENDATION:

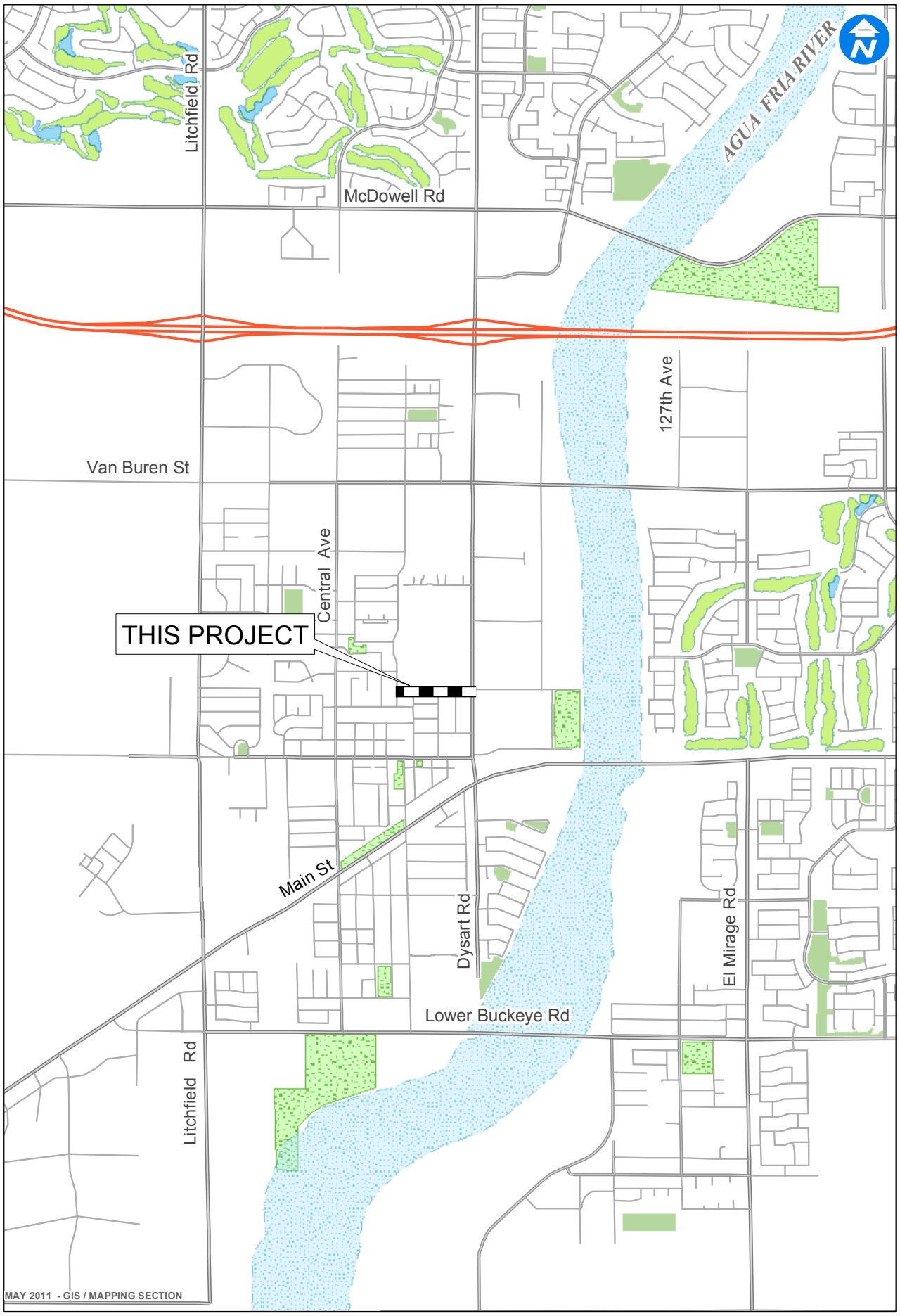
Staff recommends that the City Council approve a construction contract with Visus Inc. to provide construction services for the Riley Drive Improvement Project in the amount of $347,829.90 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Bid Tab

VICINITY MAP



CITY OF AVONDALE

Riley Dr Improvements

CITY OF AVONDALE
BID TABULATION
EN12-021 Riley Drive Improvements (ST1007)
BID DATE: October 6, 2011

				Knochel Bros. Inc		Comb's		Standard Construction		Visus, Inc.	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price
107.03000	NPDES/SWPPP	1	LS	$ 5,715.00	$ 5,715.00	$ 5,000.00	$ 5,000.00	$ 850.00	$ 850.00	$ 4,500.00	$ 4,500.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
108.01000	Construction Surveying & Layout	1	LS	$ 2,285.00	$ 2,285.00	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00
108.01010	Preparation of As-Built Plans	1	LS	$ 930.00	$ 930.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
109.09000	Mobilization/Demobilization	1	LS	$ 16,500.00	$ 16,500.00	$ 30,000.00	$ 30,000.00	$ 6,000.00	$ 6,000.00	$ 13,802.00	$ 13,802.00
301.01000	Subgrade Preparation	6100	SY	$ 5.25	$ 32,025.00	$ 3.00	$ 18,300.00	$ 3.00	$ 18,300.00	$ 5.00	$ 30,500.00
310.03200	Aggregate Base Course(8")	2400	Ton	$ 13.25	$ 31,800.00	$ 11.00	$ 26,400.00	$ 14.00	$ 33,600.00	$ 14.00	$ 33,600.00
321.00204	3" AC Surface Course (19 mm), {Local}	1100	Ton	$ 66.85	$ 73,535.00	$ 60.00	$ 66,000.00	$ 72.00	$ 79,200.00	$ 62.00	$ 68,200.00
340.10004	Vertical/Roll Curb Transition; MAG Detail 221	4	EA	$ 57.00	$ 228.00	$ 55.00	$ 220.00	$ 150.00	$ 600.00	$ 75.00	$ 300.00
340.01110	Vertical Curb and Gutter MAG. 220, Type 'A', H=6"	920	LF	$ 11.50	$ 10,580.00	$ 14.00	$ 12,880.00	$ 13.00	$ 11,960.00	$ 15.00	$ 13,800.00
340.01130	Roll Curb and Gutter MAG. 220, Type 'C', H=4"	25	LF	$ 13.00	$ 325.00	$ 14.00	$ 350.00	$ 13.00	$ 325.00	$ 20.00	$ 500.00
340.01210	Concrete Sidewalk, MAG 230	1,000	SF	$ 2.50	$ 2,500.00	$ 4.00	$ 4,000.00	$ 3.00	$ 3,000.00	$ 3.00	$ 3,000.00
340.01300	Pedestrian Ramp, MAG 235-2	4	EA	$ 890.00	$ 3,560.00	$ 1,400.00	$ 5,600.00	$ 1,200.00	$ 4,800.00	$ 1,200.00	$ 4,800.00
340.01301	Pedestrian Ramp, MAG 235-3	6	EA	$ 820.00	$ 4,920.00	$ 1,000.00	$ 6,000.00	$ 1,200.00	$ 7,200.00	$ 900.00	$ 5,400.00
340.01331	Pedestrian Ramp, MAG 235-3 (Modified ½ Ramp)	6	EA	$ 790.00	$ 4,740.00	$ 900.00	$ 5,400.00	$ 600.00	$ 3,600.00	$ 800.00	$ 4,800.00
340.01451	Driveway Entrance, COA Std. Det. A1252 (Residential mod for 4" curb)	325	SF	$ 4.25	$ 1,381.25	$ 4.25	$ 1,381.25	$ 4.00	$ 1,300.00	$ 4.00	$ 1,300.00
340.01452	Driveway Entrance, COA Std. Det. A1252 (Residential)	2,750	SF	$ 4.10	$ 11,275.00	$ 4.25	$ 11,687.50	$ 4.00	$ 11,000.00	$ 4.00	$ 11,000.00
340.01453	Driveway Entrance, COA Std. Det. A1252 (Commercial)	1,925	SF	$ 4.75	$ 9,143.75	$ 5.60	$ 10,780.00	$ 5.00	$ 9,625.00	$ 5.00	$ 9,625.00
340.01600	Concrete Valley Gutter and Apron MAG 240	3,130	SF	$ 6.50	$ 20,345.00	$ 5.00	$ 15,650.00	$ 6.00	$ 18,780.00	$ 3.00	$ 9,390.00
345.01410	Adjust Water Valve Box & Cover COA Std. Det. 1310	16	EA	$ 320.00	$ 5,120.00	$ 325.00	$ 5,200.00	$ 250.00	$ 4,000.00	$ 300.00	$ 4,800.00
350.00600	Remove Existing CIPP	125	LF	$ 25.00	$ 3,125.00	$ 13.00	$ 1,625.00	$ 25.00	$ 3,125.00	$ 30.00	$ 3,750.00
350.01300	(Sawcut &) Remove Existing Asphalt Pavement	6145	SY	$ 1.75	$ 10,753.75	$ 1.50	$ 9,217.50	$ 6.00	$ 36,870.00	$ 2.00	$ 12,290.00
350.01800	Remove Existing Curb & Gutter	1090	LF	$ 6.00	$ 6,540.00	$ 3.50	$ 3,815.00	$ 6.00	$ 6,540.00	$ 5.00	$ 5,450.00
350.01900	Remove Existing Sidewalk, Driveway, or Valley Gutter	6,930	SF	$ 1.75	$ 12,127.50	$ 1.00	$ 6,930.00	$ 2.00	$ 13,860.00	$ 1.50	$ 10,395.00

CITY OF AVONDALE
BID TABULATION
EN12-021 Riley Drive Improvements (ST1007)
BID DATE: October 6, 2011

				Knochel Bros. Inc		Comb's		Standard Construction		Visus, Inc.	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price
350.20002	Remove Existing Wrought Iron Fence	100	LF	$4.00	$ 400.00	$ 6.00	$ 600.00	$ 7.00	$ 700.00	$ 5.00	$ 500.00
350.30106	Remove Existing 6-inch Asbestos Cement Pipe	20	LF	$ 45.00	$ 900.00	$ 15.00	$ 300.00	$ 35.00	$ 700.00	$ 20.00	$ 400.00
351.46000	Relocate Existing Street Sign	6	EA	$ 285.00	$ 1,710.00	$ 200.00	$ 1,200.00	$ 300.00	$ 1,800.00	$ 200.00	$ 1,200.00
401.01000	Traffic Control	1	LS	$ 13,500.00	$ 13,500.00	$ 20,000.00	$ 20,000.00	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00
405.00010	Survey Monument, MAG 120-1 (Type B)	4	EA	$ 110.00	$ 440.00	$ 100.00	$ 400.00	$ 150.00	$ 600.00	$ 100.00	$ 400.00
420.10000	Traffic Control Gate	1	EA	$ 1,150.00	$ 1,150.00	$ 3,300.00	$ 3,300.00	$ 4,500.00	$ 4,500.00	$ 2,000.00	$ 2,000.00
420.10100	Wrought Iron Gate	1	EA	$ 4,000.00	$ 4,000.00	$ 775.00	$ 775.00	$ 800.00	$ 800.00	$ 2,000.00	$ 2,000.00
421.20300	Install Wrought Iron Fence	10	LF	$ 150.00	$ 1,500.00	$ 55.00	$ 550.00	$ 60.00	$ 600.00	$ 80.00	$ 800.00
462.01100	100mm (4") White Thermoplastic Stripe	1,575	LF	$ 2.65	$ 4,173.75	$ 0.93	$ 1,464.75	$ 3.00	$ 4,725.00	$ 1.00	$ 1,575.00
462.01200	100mm (4") Yellow Thermoplastic Stripe	300	LF	$ 3.15	$ 945.00	$ 0.93	$ 279.00	$ 3.00	$ 900.00	$ 1.00	$ 300.00
462.01511	Thermoplastic Left Turn Arrow	1	EA	$ 280.00	$ 280.00	$ 155.00	$ 155.00	$ 300.00	$ 300.00	$ 160.00	$ 160.00
462.01518	Thermoplastic Thru/Right Turn Arrow	1	EA	$ 385.00	$ 385.00	$ 155.00	$ 155.00	$ 300.00	$ 300.00	$ 160.00	$ 160.00
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	4	EA	$ 7.00	$ 28.00	$ 7.00	$ 28.00	$ 6.00	$ 24.00	$ 7.00	$ 28.00
618.20424	24" RGRCP Class IV	125	LF	$ 91.00	$ 11,375.00	$ 65.00	$ 8,125.00	$ 115.00	$ 14,375.00	$ 75.00	$ 9,375.00
625.01500	RID Irrigation Manhole w/base, frame and cover	2	EA	$ 9,500.00	$ 19,000.00	$ 3,800.00	$ 7,600.00	$ 6,200.00	$ 12,400.00	$ 5,000.00	$ 10,000.00
473.64000	6'x40' Detector Loop	2	EA	$ 650.00	$ 1,300.00	$ 750.00	$ 1,500.00	$ 720.00	$ 1,440.00	$ 700.00	$ 1,400.00
			SUBTOTAL		$ 365,541.00		$ 338,368.00		$ 362,699.00		$ 327,000.00
			Taxes As Applicable		$ 23,284.96		$ 21,554.04		$ 23,103.93		$ 20,829.90
			TOTAL		$ 388,825.96		$ 359,922.04		$ 385,802.93		$ 347,829.90
			TOTAL SUBMITTED BY BIDDER		$ 388,825.96		$ 359,922.04		$ 403,396.52		$ 347,829.90
	Is the Contract Complete?				Yes		Yes		Yes		Yes
	Is Contract Properly Signed?				Yes		Yes		Yes		Yes
	Addendum 1 Signed, Complete and Attached?				n/a		Yes		Yes		Yes
	Bid Bond Attached?				Yes		Yes		Yes		Yes
	Contractor License Attached?				Yes		Yes		Yes		Yes
	Business License Attached?				Yes		Yes		Yes		Yes
	References Attached & Complete?				Yes		Yes		Yes		Yes
	Exceptions to Specifications?				No		No		No		No

CITY COUNCIL REPORT

SUBJECT:
Resolution 3006-1011 – Notice of Intent to Increase Water Fees

MEETING DATE:
October 17, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council adopt a resolution authorizing a notice of intention to increase water fees.

BACKGROUND:

On October 10, 2011 staff presented a revenue sufficiency and cost of service analysis of the City's enterprise funds to the City Council. The analysis showed that current water, wastewater and sanitation rates are sufficient to cover the base costs of current operations. Staff has prepared a written report which evidences all the finding of the analysis.

However, with the passage of Senate Bill 1624, an additional cost to water operations has been imposed by the Arizona Department of Water Resources which is not included in base operational costs. This fee is assessed on each municipality in Arizona based on population and the share for the City of Avondale is approximately $95,000. Staff has calculated that $0.33 on each water bill issued each year will recover the cost.

In addition, staff presented information related to unfunded environmental programs including the National Pollutant Discharge Elimination System (NPDES) and Air Quality PM-10 programs. While the costs of basic compliance have been met with General Funds, the cost for increased regulatory requirements has not been identified. Based on the estimated cost of these programs including maintenance and required public outreach, education and participation, the Council gave direction for staff to proceed with the implementation of a $1.00 Environmental Fee to be added to each monthly utility bill.

DISCUSSION:

In order to comply with Arizona Revised Statute §9-511.01, the Council must adopt a notice of intention to increase water or wastewater rates or rate components, fee or service charge. There must also be a public hearing to solicit input from residents regarding the increased rate, fee or service charge.

A copy of the notice of intention showing the date, time and place of the public hearing will be published in the West Valley View not less than twenty days prior to the public hearing date which is scheduled on December 12, 2011.

The written report (Attachment A) will be made available at the City Clerk's office upon adoption of the notice of intention.

The Environmental Fee is also scheduled to be adopted by resolution at the regularly scheduled meeting of December 12, 2011.

Notice of new or increased fees required pursuant to A.R.S. § 9-499.15 has been posted on the City's official website.

RECOMMENDATION:

Staff recommends that Council adopt a resolution authorizing a notice of intent to increase water fees, setting a public hearing on the proposed increase and filing a report with the City Clerk.

ATTACHMENTS:

Click to download

- Resolution 3006-1011
- Attachment A - Water and Wastewater Revenue Sufficiency Analysis Report

RESOLUTION NO. 3006-1011

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING A NOTICE OF INTENT TO INCREASE WATER FEES, SETTING A PUBLIC HEARING ON THE PROPOSED INCREASE AND FILING A WRITTEN REPORT SUPPORTING THE PROPOSED INCREASE WITH THE CITY CLERK.

WHEREAS, pursuant to the provisions of ARIZ. REV. STAT. § 9-511.01, the Council of the City of Avondale (the "City Council") may add or increase water and wastewater rates, rate components, fee or service charge where (i) a written report supporting the increased rate or rate component, fee or service charge has been prepared and made available to the public, (ii) a notice of intention to increase water or wastewater rates or rate components has been adopted, (iii) a public hearing is held on the proposed increase, which shall be held not less than 30 days after adoption of the notice of intention and (iv) a copy of the notice of intention showing the date, time and place of such hearing has been published one time in a newspaper of general circulation within the boundaries of the municipality not less than 20 days prior to the public hearing date; and

WHEREAS, the Arizona Department of Water Resources has imposed a fee (the "ADWR Fee") on each municipality of the State of Arizona pursuant to ARIZ. REV. STAT. § 45-118; and

WHEREAS, City Staff has (i) calculated the proportionate share of the ADWR Fee on each water customer to recover the cost and (ii) documented their findings in a written report (the "Report"); and

WHEREAS, a public hearing will be held to receive input from Avondale citizens regarding possible increases in water fees related to the ADWR Fee; and

WHEREAS, the City Council desires to declare its intention to increase rates consistent with the findings of the Report.

NOW, **THERFORE**, **BE IT RESOLVED** 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. This Notice of Intention to increase water fees to recoup the ADWR Fee (this "Notice") is hereby adopted.

SECTION 3. A public hearing on the proposed increase shall be held before the City Council on December 12, 2011, at 7:00 p.m. in the City Council Chambers of the Avondale Civic Center, 11465 West Civic Center Drive, Avondale, Arizona.

SECTION 4. The Report supporting the proposed increases in water fees shall be available beginning October 20, 2011, in the office of the City Clerk for public use and inspection.

SECTION 5. A copy of this Notice shall be published in the *West Valley View* not less than 20 days prior to December 12, 2011.

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 Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 17, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1609534.2

City of Avondale

Water and Wastewater Revenue Sufficiency Analysis

October 2011

Table of Contents

I. Introduction/Background 1
II. Update Methodology 1
A. Revenue Sufficiency Analysis 2
B. Cost of Service Analysis 8
C. Rate Design Analysis 8
III. Rate Scenarios 11
A. Water Rates 12
B. Sewer Rates 13
C. Other Fees 13
D. Estimated Impact on Customer Bills 14
IV. Recommendations 15
V. Appendices 17

I. Introduction/Background

The City of Avondale water and wastewater rates were last updated in January of 2009. With the economy lagging over the last two years, the Avondale City Council was committed to maintain rates at current levels to avoid further burden on utility customers. Costs have been contained and savings realized in several areas and therefore rates have been sufficient to recover the cost of operations and capital improvements funded with operating revenues. The following table shows the history of rate adjustments for both water and sewer.

Table 1 - Revenue Adjustment History

Year	Water	Sewer
2005	3%	3%
2006	5.5%	0%
2007	5.5%	0%
2008	3.4%	2.4%
2009	3.8%	1.76%

In July of 2009, the City entered into an agreement for services to complete a water resource master plan as well as a water infrastructure master plan. These plans were completed and adopted by Council on May 17, 2010. These plans are the basis for the water system capital program that has been incorporated in this update of the City's rate model.

The City currently utilizes a rate model developed by Red Oak Consulting in October of 2005. This model has been updated by staff each year to ensure expenses and revenue requirements are monitored closely. In conjunction with the master plan development, in April of 2010 a Request for Proposals was issued to competitively solicit consulting and rate modeling services. However, after review of the proposals, City staff determined that utilizing the current model was the most advantageous and cost effective solution. This report documents the analysis conducted by staff in updating the rate model. City staff has compiled and evaluated the necessary data to update revenue requirements and develop updated rates.

II. Update Methodology

This update was conducted in the following three phases:

- Revenue Sufficiency Analysis Phase – determined the annual rate revenue required over a five-year period to completely fund the water and wastewater system financial requirements, including the number and type of customers, operating expenses, debt service and the capital improvements program.

- Cost of Service Analysis Phase – determined the cost to serve water and wastewater customers and allocated those costs to rate components and customer classes based on a review of line-item operating, debt service and capital costs.

- Rate Design Phase – designed a system of rates and charges that are projected to recover the annual rate revenue requirement determined in the revenue sufficiency analysis phase of the study.

-

A. *Revenue Sufficiency Analysis*

In order to update the model, staff evaluates utility expenses, current budgets, capital projects, debt requirements and the impact on operations from the capital program. These expenses are then updated in the model to keep it current.

A critical driving factor is the need to fund the replacement of system components. As indicated in the City of Avondale's Municipal Code §24-117, the user charge rates for sewer should be revised as needed to pay for the total operations, maintenance and replacement costs for the system. Due to the aging system in some areas of the City, additional replacement funding is required to ensure the timely replacement of system components. The model currently assumes a reserve for system replacement should be at no less than 2% of net assets for each system.

Baseline Expense Projections

The model was updated to include all expense and other revenue needs for a five year study period. Baseline expense projections for the forecast period assumed the following:

- ✓ All operating expenses and transfers are assumed to remain constant during the study period with the exception of the following:
  - Salary related expenses – increase by 1.4% per year in each year of the forecast period, based on compensation plan trends including retirement and healthcare costs.
  - Utility costs increase by 2% per year.
  - Repair and maintenance costs increase by 1% per year.
- ✓ Annual debt service expenses and debt service coverage requirements were taken from the current outstanding debt information and only projected to increase in years in which additional debt is projected.

Baseline Revenue Projections

Baseline revenue projections were assumed to exclude additional revenue from rate increases. The following assumptions were used to project annual changes in baseline revenue during the period:

- ✓ Baseline water and wastewater rate revenue, that is, rate revenue increases that are exclusive of programmed rate increases, are projected to increase at 2% in FY 2013 and 3% annually thereafter to reflect projected annual growth in the water and wastewater customer base.
- ✓ FY 2011 actual miscellaneous revenue (turn on/off charges, late fees, etc.) was projected to remain constant during the forecast period.
- ✓ Development Fee revenue received over the last two years was used for water and wastewater development fee revenue projections.
- ✓ Interest income was calculated by the model based on projected fund balances during the period and assumed interest earnings rate of 1.0% per year.

Other Revenue Requirements

In addition to operating expenses, debt service and CIP related costs, the City must also maintain sufficient revenue to ensure that the annual debt service coverage ratio is met. Currently that ratio is 1.2 times the annual net income. Also, the City has set a management objective to maintain a working capital reserve in an amount equal to at least four months of operations and maintenance. This was previously set at six months. Both of these requirements were programmed into the financial model.

Financial Projections associated with the Revenue Sufficiency Analysis Phase

The results of the revenue sufficiency analysis are presented in **Table** 2 as the pro-forma and cash flow analysis.

Table 2 - Revenue Sufficiency Analysis

City of Avondale, Arizona
Revenue Sufficiency Analysis
Pro-Forma and Cash Flow Analysis - By Fund

Water Operating Fund	**FY 12**	**FY 13**	**FY 14**	**FY 15**	**FY 16**	**FY 17**
Beginning Unrestricted Balances	**22,708,024**	**22,302,278**	**21,332,948**	**20,651,450**	**18,582,875**	**19,343,940**
Water Rate Revenue	10,750,032	10,857,532	11,074,683	11,406,923	11,749,131	12,101,605
Plus: Growth	1%	2%	3%	3%	3%	3%
Water Rate Revenue After Growth	10,857,532	11,074,683	11,406,923	11,749,131	12,101,605	12,464,653
Pct Change in Water Rates	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
Pct of Year Rate Increase Effective	50%	50%	50%	50%	50%	50%
Water Rate Revenue After Growth and Rate Increase	10,857,532	11,074,683	11,406,923	11,749,131	12,101,605	12,464,653
Other Revenue	211,767	211,767	211,767	211,767	211,767	211,767
Interest Income	225,052	218,176	188,930	176,554	170,671	175,342
Total Revenue	11,294,351	11,504,626	11,807,620	12,137,452	12,484,043	12,851,762
O&M	(10,002,910)	(10,180,117)	(10,220,728)	(10,262,246)	(10,304,700)	(10,348,119)
Debt Service	(138,996)	(150,511)	(116,584)	(38,072)	(37,921)	(37,986)
Capital Outlay	(562,760)	(562,760)	(562,760)	(562,760)	(562,760)	(562,760)
Cash Funded Capital	(995,430)	(1,580,569)	(1,589,045)	(3,342,950)	(817,597)	(1,625,956)
Net Cash Flow	**(405,745)**	**(969,331)**	**(681,498)**	**(2,068,575)**	**761,065**	**276,940**
Ending Unrestricted Balances	**22,302,278**	**21,332,948**	**20,651,450**	**18,582,875**	**19,343,940**	**19,620,880**

Sewer Operating Fund	**FY 12**	**FY 13**	**FY 14**	**FY 15**	**FY 16**	**FY 17**
Beginning Unrestricted Balances	**12,289,591**	**8,305,731**	**7,595,020**	**7,347,773**	**6,386,169**	**6,690,649**
Sewer Rate Revenue	7,025,929	7,096,188	7,238,112	7,455,255	7,678,913	7,909,280
Plus: Growth	1%	2%	3%	3%	3%	3%
Sewer Rate Revenue After Growth	7,096,188	7,238,112	7,455,255	7,678,913	7,909,280	8,146,559
Pct Change in Sewer Rates	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
Pct of Year Rate Increase Effective	50%	50%	50%	50%	50%	50%
Sewer Rate Revenue After Growth and Rate Increase	7,096,188	7,238,112	7,455,255	7,678,913	7,909,280	8,146,559
Other Revenue	95,123	95,123	95,123	95,123	95,123	95,123
Interest Income	118,452	94,979	81,170	75,730	72,773	77,243
Total Revenue	7,309,763	7,428,214	7,631,549	7,849,767	8,077,177	8,318,925
O&M	(4,578,672)	(5,160,096)	(5,181,144)	(5,741,489)	(6,116,548)	(6,207,008)
Debt Service	(2,203,955)	(1,767,833)	(653,415)	(650,029)	(824,792)	(1,127,741)
Capital Outlay	(110,997)	(110,997)	(394,237)	(519,852)	(681,357)	(350,102)
Cash Funded Capital	(4,400,000)	(1,100,000)	(1,650,000)	(1,900,000)	(150,000)	(250,000)
Net Cash Flow	**(3,983,860)**	**(710,711)**	**(247,247)**	**(961,603)**	**304,480**	**384,074**
Ending Unrestricted Balances	**8,305,731**	**7,595,020**	**7,347,773**	**6,386,169**	**6,690,649**	**7,074,723**

Summary Results of Combined Water and Sewer Fund	**FY 12**	**FY 13**	**FY 14**	**FY 15**	**FY 16**	**FY 17**
Debt Service Coverage Calculation						
Rate Revenue	17,953,720	18,312,795	18,862,178	19,428,044	20,010,885	20,611,212
Other Revenue	306,891	306,891	306,891	306,891	306,891	306,891
Interest Income	343,503	313,155	270,100	252,285	243,444	252,584
Total Revenue	18,604,114	18,932,840	19,439,169	19,987,219	20,561,220	21,170,687
O&M	(14,581,582)	(15,340,213)	(15,401,872)	(16,003,735)	(16,421,248)	(16,555,128)
Net Income	4,022,532	3,592,627	4,037,297	3,983,484	4,139,972	4,615,559
Debt Service - Existing	2,342,951	1,918,344	769,999	688,101	862,712	1,165,727
Debt Service Coverage	**1.72**	**1.87**	**5.24**	**5.79**	**4.80**	**3.96**

Summary of Increase in Rate Revenue (excluding Growth related increases)						
Total Full Year Rate Revenue Increase (excluding Growth)	17,775,961	17,953,720	18,312,795	18,862,178	19,428,044	20,010,885
Total Rate Revenue Before Rate Increase	17,775,961	17,953,720	18,312,795	18,862,178	19,428,044	20,010,885
Annual Pct Rate Revenue Increase	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
Revenue Requirement Water Allocation	60.6%	60.4%	63.4%	60.8%	58.5%	58.4%
Revenue Requirement Sewer Allocation	39.4%	39.6%	36.6%	39.2%	41.5%	41.6%

As indicated, the revenue requirement with the baseline estimates remains sufficient for both water and wastewater. The large decline in the wastewater fund can be attributed to the cost of the Phoenix International Raceway (PIR) sewer line costs. That cost along with other capital transfers is shown in the cash flow analysis (Table 2) as “Cash Funded Capital”.

New Program Projections

The Public Works Department has identified several new programs and has estimated costs to implement the increased service levels. These programs include the items and additional staffing shown in Table 3.

Table 3 - New Program Costs

Year	New Program / Staffing	Capital Expenses	Operating Costs
Water System			
2012/2013	Community Water Upgrades		$ 50,000
	Rigby Retrofit and Rehabilitation		40,000
	Asset Management Technician (g10)		85,000
	GIS Analyst (g13)		100,000
	GIS Point Verification Program	$ 500,000	
	Recharge Site Fencing	100,000	
	SCADA Maintenance Work		50,000
	Tank Maintenance and Rehabilitation		50,000
	VFD and Motor Replacement		100,000
	Water Pump Replacement		50,000
	SUBTOTAL	**$ 600,000**	**$ 525,000**
2013/2014	Easement Machine	65,000	
	Water Optimization Analysis and Implementation		50,000
	CAP Water Recharge Supplies		400,000
	ARC Flash/Energy Efficiency Improvements		75,000
	Existing Well Rehabilitation		250,000
	Gateway Nitrate Treatment Purchase	260,000	
	SUBTOTAL	**$ 325,000**	**$ 775,000**
2014/2015			
	Meter Reading Program		250,000
	Compliance Inspector (g08)		70,000
	Water System Security Improvements		100,000
	Water Resources Mechanic (g08)		70,000
	SUBTOTAL	**$ -**	**$ 490,000**
Wastewater System			
2012/2013	Community Sewer Upgrades		$ 100,000
	Corrosion and Odor Control		200,000
	Sewer Line Rehabilitation		250,000
	Lift Station Pump Replacement		50,000
	SCADA Maintenance Work		100,000
	WOLF Aeration Basin Mixer Replacement		250,000
	SUBTOTAL	**$ -**	**$ 950,000**
2013/2014	CCTV Truck	200,000	
	10th St. Lift Station Backup Force Main	1,000,000	
	ARC Flash/Energy Efficiency Improvements		75,000
	WOLF Blower Replacement	300,000	
	WOLF Clarifier Rehabilitation	500,000	
	SUBTOTAL	**$2,000,000**	**$ 75,000**
2014/2015	Water Resources Operator (g08)		$ 70,000
	Sewer System Security Improvements		$ 100,000
	SUBTOTAL	**$ -**	**$ 170,000**

Additional Capital Improvements

Public Works staff also identified costs to be added to the capital improvement schedule. These costs increase the need to cash fund the capital program given the lack of development fee and bond revenues. The additional project needs are shown in Table 4.

Table 4 - Additional Capital Costs

Year		PROJECT	Cost
WASTEWATER CIP			
2012/2013		WOLF Tertiary Filters	$ 3,250,000
		PIR Sewer Lines/Lift Station	$ 2,000,000
		SUBTOTAL	**$5,250,000**
WATER CIP			
2012/2013		Well 22 Construction	$ 700,000
		SUBTOTAL	**$ 700,000**
2014/2015		Groundwater/Wellhead Treatment	$ 1,200,000
		Redundant PIR Water Line	$ 1,000,000
		Master Plan Water Line Implementation	$ 4,000,000
		SUBTOTAL	**$6,200,000**

Adjusted Revenue Requirement

The graphs on the following page show the impact of the additional programs and capital projects on the Water and Wastewater system financial plans. The baseline projections are shown on each graph in blue while the projections with the new programs and additional capital costs are shown in red. The rate revenue adjustments are shown as "Just-In-Time" adjustments and have not been leveled out over the study period.

As indicated in Figure 1, Water system revenues must increase by at least 16.1% over the study period to ensure reserves are met and working capital remain at target levels with the added costs. New debt is required to fund the $6.9 million added in projects to this fund. The cash and cash equivalents in the water fund decline by over $12 million in the study period even with the 15.4% revenue increase. To mitigate the negative cash flow each year, a greater increase may be required.

The Wastewater fund adjusted revenue sufficiency analysis is depicted in Figure 2. As the figure indicates, a 21.7% increase is needed over the study period to ensure reserves are met and working capital remains at the target levels. The working capital for this fund drops significantly below the desired four months of operations and maintenance due to the lack of sources available to fund additional capital projects.

Figure 1 - Revenue Sufficiency Analysis - Water Fund

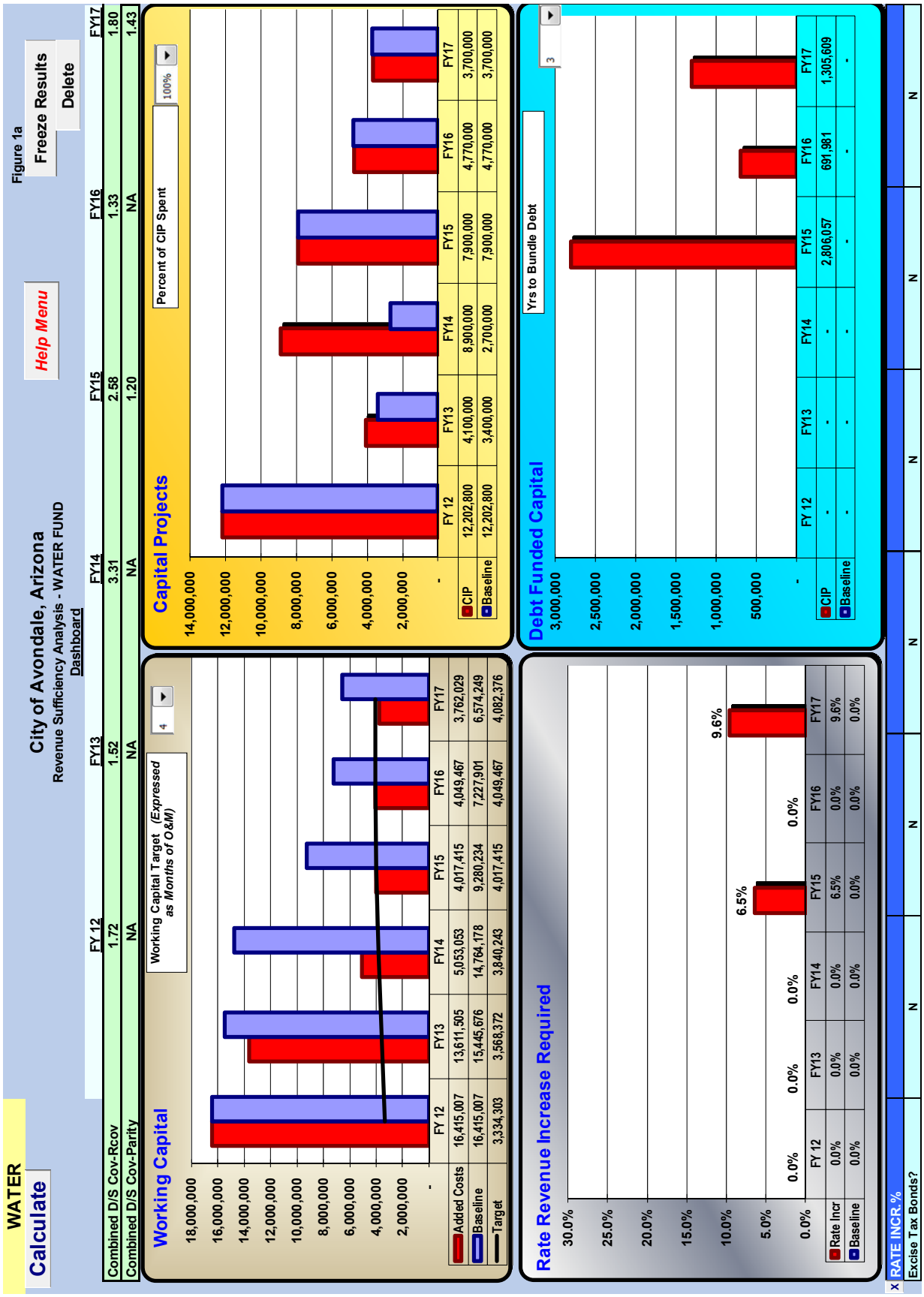
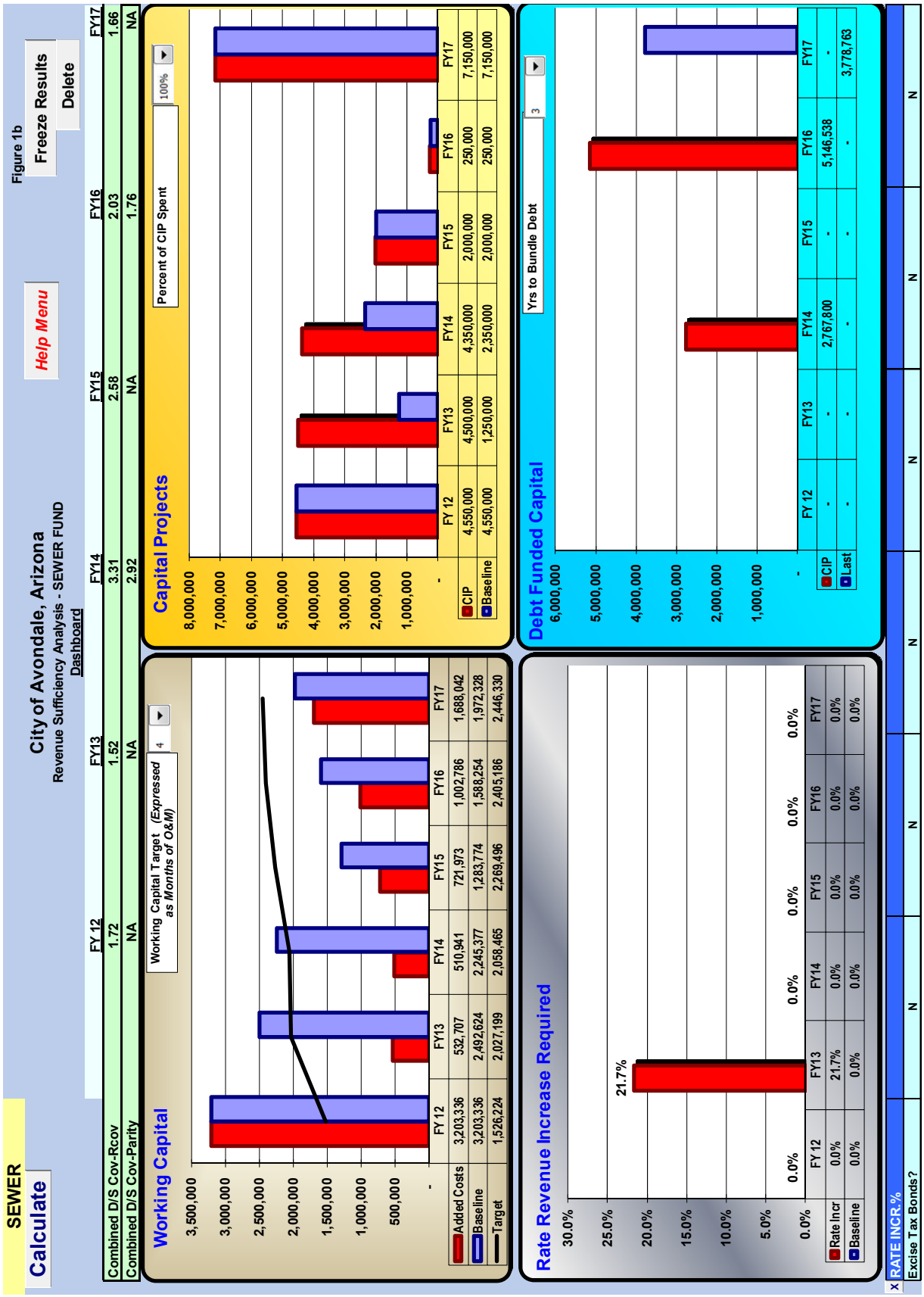


Figure 2 - Revenue Sufficiency Analysis - Sewer Fund



B. *Cost of Service Analysis*

Allocation of Costs to Water Cost Components

Customer related costs, such as billing, customer service costs and meter reading for water customers are allocated directly to the water customer charge rate component. Meter related costs, such as meter repair and replacement costs associated with maintaining the utility's readiness to serve customers are allocated to the meter, or *readiness to serve (RTS)*, charge. Other costs, such as transmission costs and treatment costs that are associated with flow-related activity, are allocated to the flow charge.

Allocation of Costs to Wastewater Cost Components

Customer related costs, such as billing and customer service costs, for wastewater customers are allocated directly to the wastewater customer charge rate component. The allocation of costs for the customer charge has been decreasing due to the shift in Public Works Administrative costs from the Wastewater Fund to the Water Fund. Costs related to the collection system are allocated to a volume charge and treatment costs are allocated to a strength charge both of which are then combined into a single flow charge.

The cost allocation process resulted in the percentage of the rate revenue requirement identified in the baseline revenue sufficiency analysis that is to be recovered through the following rate components for each Utility:

Table 5 – Baseline Cost/Rate Components

Water Rate Components		Wastewater Rate Components	
Customer charge	3%	Customer Charge	9%
Readiness to serve charge	24%	Flow Charge	91%
Flow Charge	73%		

However the addition of the new programs in each utility results in a change to the allocation to cost components which affects the design of the rates. The increase in the customer charge and readiness to serve charge allocations will affect minimum bill calculations.

Table 6 - Adjusted Cost/Rate Components

Water Rate Components		Wastewater Rate Components	
Customer charge	7%	Customer Charge	12%
Readiness to serve charge	23%	Flow Charge	88%
Flow Charge	70%		

C. *Rate Design Analysis*

The development of cost components sets the basis for actual rate development. The rate design considers different variables for each utility that determine the fairness and equity of the rate structure. For each utility, customer classes are identified in order to ensure the equitable allocation of costs.

The rates and charges developed during this rate update were developed using the same general rate-making objectives from the original study:

- ✓ Revenue stability
- ✓ Discouragement of wasteful water use

- ✓ Promotion of fairness and equity among rate-payers
- ✓ Understandability of rates

Assumptions used in the development of the rate structures presented include:

- ✓ Continuation of conservation rate structure for water customers
- ✓ Use of winter average water usage as the basis for sewer billings for residential customers
- ✓ Use of sewer return factor of 80% for all users except for multi-family for which a 100% return factor was used; and laundries and car washes, for which a 70% return factor was used in recognition that these types of users return less water to the wastewater system by the nature of their business.
- ✓ Allocation of costs of wastewater treatment based on estimated contribution to the wastewater system by user class.

<u>Allocation of Costs to Water Customers</u>

The rate revenue requirement for each rate component was apportioned by customer class in the following manner:

- ✓ Customer charge – The number of customers, by customer class, was compiled from the most recent fiscal year's utility billing data to determine the number of customers and number of bills issued per year. The total costs were allocated on a per bill basis to develop the monthly charge.
- ✓ Readiness to serve charge – In order to properly apportion the rate revenue requirement for the readiness to serve charge among customer classes, equivalent units for each customer class were calculated in the following manner:

    - o Equivalent Residential Units (ERUs) - The number of equivalent units for all customers, except multi-unit customers, was determined by calculating the equivalent residential units by meter size by class. Equivalent residential units for each class were calculated by multiplying the number of meters times the meter equivalency factor for each meter size. The meter equivalency factors used are established by the American Water Works Association (AWWA). The number of equivalent units was calculated by multiplying the number of units for multi-unit customers by the ratio of average monthly demand for multi-unit customers (4,700 gallons per month) as compared to single family residential customers (10,000 gallons per month), or 47%.

The rate revenue requirement for the readiness to serve charge was then apportioned based on the pro-rata portion of equivalent residential units for each class based on meter size.

- ✓ Flow rate – The water conservation component of the water rate design includes the development of four (4) blocks of water usage. The volume of water flow, by customer class, was compiled in order to determine the distribution of flow by class and rate block. The rate revenue requirement for the flow rate was then apportioned based on the pro-rata portion of customers for each class. One of the main objectives in the development of the current rate structure was to incorporate a conservation rate structure which alters the apportionment of the rate revenue requirement among customer classes based on their usage patterns.

The calculation of a user's monthly water bill is represented by the following formula:

Water Charge = CC + (R x M x U) + [(B1 x V1) + (B2 x V2) + (B3 x V3) + (B4 x V4)]

Where:

B1= Rate per 1,000 gallons in block one
B2= Rate per 1,000 gallons in block two
B3= Rate per 1,000 gallons in block three
B4= Rate per 1,000 gallons in block four
CC = Customer charge per bill
M=Meter equivalency factor
R=Readiness to serve charge for 0.75" Meter per unit
U=Number of units
V1= Water usage in thousands of gallons in block one
V2= Water usage in thousands of gallons in block two
V3= Water usage in thousands of gallons in block three
V4= Water usage in thousands of gallons in block four

The blocks for water usage are determined using the ¾" meter as the base. Except for hydrant meters and residential customers with a ¾" or 1" meter, all blocks are adjusted by the meter equivalency factor. Hydrant meters have relatively high capacity when compared to the standard meter and are therefore calculated separately.

Allocation of Costs to Wastewater Customers

The rate revenue requirement for each rate component for wastewater was apportioned by customer class in the following manner:

- ✓ Customer charge – The number of customers, by customer class, was compiled from the most recent fiscal year's utility billing data to determine the number of customers and number of bills issued per year. The total costs were allocated on a per bill basis to develop the monthly charge. As previously stated, the customer charge reflects a decrease based on Public Works Department cost shifting.

- ✓ Flow rate – The volume of wastewater flow, adjusted to reflect the assumed return factors by customer was compiled in order to determine the distribution of flow by class. The volume charge was developed using volume data from the last fiscal year's billing data. The costs of the collection system were reduced to a cost per 1,000 gallons based on total billed volumes. The second component is the allocation of treatment costs. Strength of wastewater is measured based on wastewater loadings of Biochemical Oxygen Demand (BOD) and Suspended Solids (SS). The costs of treatment were apportioned between the two categories based on the estimated pounds of BOD and SS removed from wastewater by user class. Except for the residential class, these estimated pounds were calculated based on typical (Industry Standards) user strength characteristics developed by the California State Water Resources Control Board in 1998. The residential strength characteristics are based on the local residential contributions estimated in 2005 by the wastewater treatment plant staff. These loadings by customer class are presented in Table 7.

Table 7-Typical User Strengths

Standard Classifications	BOD (mgl)	SS (mgl)
Residential	250	225
Auto Steam Cleaning	1,150	1,250
Bakery, wholesale	1,000	600
Bars without dining facilities	200	200
Car Wash	20	150
Department and Retail Store	150	150
Hospital and Convalescent	250	100
Hotel with dining facilities	500	600
Hotel/Motel without dining	310	120
Industrial Laundry	670	680
Laundromat	150	110
Laundry, commercial	450	240
Market with garbage grinders	800	800
Mortuary	800	800
Professional Office	130	80
Repair Shop and Service Station	180	280
Restaurant	1,000	600
School and College	130	100
Septage	5,400	12,000
Soft Water Service	3	55

The calculation of a user's monthly wastewater bill is represented by the following formula:

Wastewater Charge = CC + Vs[(Bc x 0.00834 x Bm) + (Sc x 0.00834 x Sm)]

Where:

Bc= Cost of treatment per unit of Biochemical Oxygen Demand (BOD)
Bm= Concentration of BOD in milligrams per liter
CC = Customer charge per bill
Sc= Cost of treatment per unit of Suspended Solids (SS)
Sm= Concentration of SS in milligrams per liter
Vs= Volume of wastewater in thousands of gallons

Volumes of wastewater are determined based on 80% of the average winter quarter (December, January and February) water usage for single family residential customers. Multi-family customer wastewater volumes are based on 100% of billed water volume. Laundries and Car Washes wastewater volumes are based on 70% of billed water usage each month. All other customer class wastewater volumes are based on 80% of billed water usage.

III. Rate Scenarios

The baseline projections indicate an increase in wastewater revenue is needed to help support the future costs of capital projects, system replacement and debt service. Under the baseline projections, revenue adjustments for water and wastewater are estimated at an average of 0% per year for five years. Table 8 presents the results of the baseline projections compared to the projections with added programs and projects.

Table 8-Comparison of Revenue Adjustment Options

	2012	2013	2014	2015	2016
Baseline Water Increase	0%	0%	0%	0%	0%
Baseline Wastewater Increase	0%	0%	0%	0%	0%
Baseline Total Increase	**0%**	**0%**	**0%**	**0%**	**0%**
New Programs – Water	2%	2%	2%	2%	2%
New Programs - Sewer	2.5%	3%	3%	2.5%	3%
New Programs Total Increase	**2.2%**	**2.4%**	**2.4%**	**2.2%**	**2.4%**

A. Water Rates

The current rates for water consumption are compared to the options presented in Table 9. The customer charge per bill will remain at $2.60, while the readiness to serve charge fee based on meter size and the rates per 1,000 gallons will be adjusted as shown in Table 4.

Table 9-Water Rate Comparison

Water Rates	Current	New Program
Customer Charge Per Bill - all users	$ 2.60	$ 2.90
Meter Size-Base Fee all users		
3/4" Meter	$ 7.90	$ 8.05
1" Meter	19.90	20.00
1 1/2" Meter	31.80	34.60
2" Meter	50.90	55.40
3" Meter	95.50	103.90
4" Meter	159.20	173.20
6" Meter	318.40	346.40
Hydrant Meter	318.40	346.40
Residential Usage Charge per 1,000 gallons		
0-4,000 gal	$ 0.94	$ 0.95
5,000-8,000 gal	1.44	1.52
9,000-12,000gal	2.16	2.21
13,000 + gal	3.30	3.47
Non-Residential Usage Charge per 1,000 gallons		
0-4,000 gal	$ 1.44	$ 1.52
5,000-8,000 gal	1.44	1.52
9,000-12,000gal	2.16	2.21
13,000 + gal	3.30	3.47
Hydrant Usage – all gal	3.30	3.47

Multi-family rates are adjusted by the 47% unit equivalency factor and rate blocks are adjusted by the meter equivalency factor.

B. *Sewer Rates*

The current rates for wastewater services are compared to the two rate options presented in Table 10. The costs for sewer treatment have been steadily increasing which is reflected in the volume charge per 1,000 gallons in the table.

Table 10 - Sewer Rate Comparison

	Current Rates	**New Program Rates**	
Customer Charge all users	$ 6.65	$ 4.50	
Customer Class	*Volume charge per 1,000 gal*	*Volume charge per 1,000 gal*	*Return Factor*
Residential	$ 3.17	$ 3.68	80%
Multi-family	3.17	3.68	100%
Mobile Home Park	3.17	3.68	80%
Auto Steam Cleaning	9.37	10.14	70%
Bakery Wholesale	7.30	7.89	80%
Hospital & Convalescent	2.90		80%
Markets with Garbage Disposal	6.84	7.39	80%
Repair Shop and Service Station	2.98	3.20	80%
Restaurant	7.30	7.89	80%
Schools & Colleges	2.37	2.53	80%
Bars W/O Dining	2.89	3.11	80%
Laundromat	2.48	2.65	70%
Commercial Laundry	4.09	4.40	70%
Car Wash	1.99	2.12	70%
Professional Office	2.32	2.48	80%
Department Store & Retail	2.56	2.75	80%
Hotel w/Dining	5.08	5.48	80%
Hotel w/o Dining	3.21	3.45	80%
Mortuaries	6.84	7.39	80%

*Residential charges are calculated using the average water usage for the months of December, January and February, adjusted by the listed return factor.

C. *Other Fees*

In addition to the cost of service rates calculated by the City's model, staff was given direction to calculate fees to recover costs of recent mandates by other levels of government. Effective July 20, 2011, the State legislature enacted Senate Bill 1624 which established a new permanent municipality fee to be deposited in the State's Water Resources Fund. This fee is allocated to Arizona municipalities based on population. The fee for the City of Avondale for FY 2011-12 was calculated at $94,978.71. Based on the number of bills issued in FY 2010-11, the fee to be added to each bill to recover this cost is $0.33 per month/per customer.

In January of 2010, the Development Services and Engineering Department prepared an analysis of the cost of the environmental programs it administers that are mandated by the Federal government; the National Pollutant Discharge Elimination System (NPDES) and Air Quality (PM-10) programs. Based on the analysis, the department is recommending the addition of a

$1.00 fee per utility customer per month. These fees are included in the customer impact analysis in the following section.

D. *Estimated Impact on Customer Bills*

The customer impact of these rate ad fee options are presented in the following figures for a few select customer types. . The average residential water consumption is between 9,000 and 10,000 gallons per month. The distribution of the bills for the City's largest customer class, residential with ¾" meter is shown in Figure 3. The most frequently issued residential bills for a ¾ inch meter are for 5,000 gallons per month.

Figure 3 - Residential 3/4" Meter Bill Counts

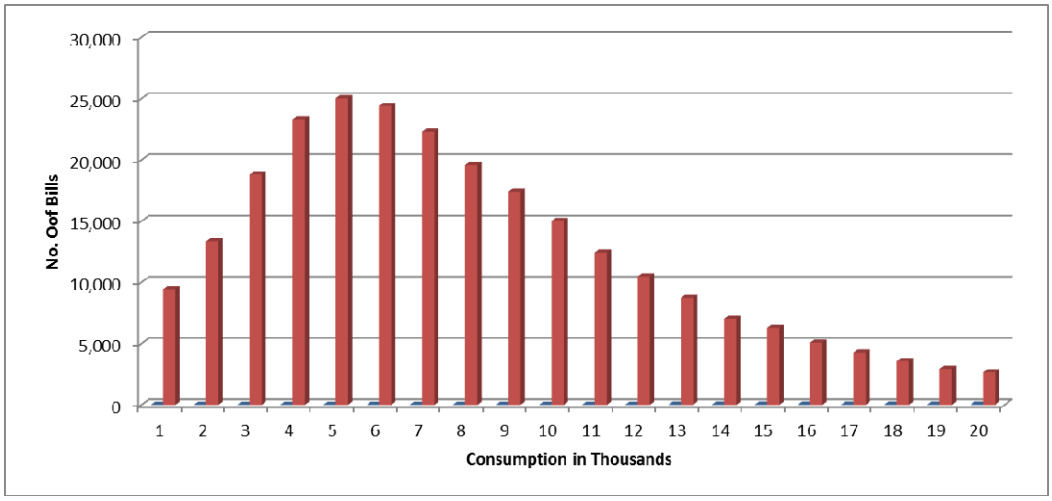


Figure 4 shows the impact of the additional programs on the monthly bill of a residential customer with a ¾" meter and 10,000 gallons water usage and wastewater based 8,000 winter average usage. As shown, customers with a ¾" meter will see a 6.4% or $4.48 increase in their monthly bill.

Figure 4-Average Residential Customer 3/4" Meter – Baseline Rates

Residential	Gallons Billed	Current	Option 2
Water	10		
Base Fee 3/4" Meter		$ 10.50	$ 10.95
Volume Charge		13.84	14.30
Sub-Total		24.34	25.25
Sewer (Winter Average)	8		
Base Fee		$ 6.25	$ 3.90
Volume Charge on 80%	6	17.58	22.08
Sub-Total		23.83	25.98
Sanitation		20.00	20.00
Environmental Fee			1.00
ADWR Fee			0.33
Taxes		2.23	2.32
Total		**$ 70.40**	**$ 74.88**
Total Bill Change			$ 4.48
% Bill Change			6.4%

The largest group of non-residential bills issued is for customers with a 2" meter. Figure 5 shows the impact of the new Public Works programs on the monthly bill of a restaurant with a 2" meter and average consumption.

Figure 5 - Non-Residential with 2" Meter - New Program Rates

Non-Residential	Gallons Billed	Current	Option 2
Restaurant			
Water	105		
Base Fee 2" Meter		$53.50	$58.30
Volume Charge		190.98	199.23
Sub-Total		244.48	257.53
Sewer	74		
Base Fee		$6.25	$ 3.90
Volume Charge		540.20	583.86
Sub-Total		546.45	587.76
Environmental Fee			1.00
ADWR Fee			0.33
Taxes		18.05	18.83
Total		**$ 808.98**	**$ 865.45**
Total Bill Change			$ 56.47
% Bill Change			7.0%

The non-residential customer with the average usage and meter size will see an increase of $56.47 or 7%.

IV. Conclusion

This report was presented to City Council on October 10, 2011. Based on Council direction, rates will not be increased at this time until a full review of the merits of the additional programs and costs can be conducted. However a separate fee of $0.33 for the Arizona Department of Water Resources and $1.00 for environmental programs will be added to each monthly bill for all water and wastewater customers.

V. Appendices

A... Comparison of Allocated Revenue Requirements and Calculated Revenue by Customer Class 19

B... Pro-Forma and Cash Flow Analysis by Fund with New Program Rates 25

C. Water Fund Capital Improvement Plan 26

D. Sewer Fund Capital Improvement Plan 27

E. Water Consumption by Rate Block 28

F. Calculation of Treatment Requirement by Customer Class 29

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City of Avondale, Arizona
Cost of Service Analysis
Allocation of Annual Costs to Cost Components

Allocation to Water/Sewer and Cost Components

Transfer Ops Costs

									Water														Sewer							
									Customer Charge		Base Charge		Volume Charge										Customer Charge		Base Charge					
									Billing, Collection, Meter Reading		Meter Repair and Maintenance		Wells		Pumping & Storage		Transmission/Distribution		Treatment		Total Water		Billing, Collection, Meter Reading		Meter Repair and Maintenance		Collection		Treatment		Total Sewer
Description	Description	Description	2012	2013	2014	2015	2016	5 Yr Average	%	$	%	$	%	$	%	$	%	$	%	$	Total	%	$	%	$	%	$	%	$	Total
Water Distribution	Salaries & Wages	Salaries and Wages	667,150	673,822	680,560	687,365	694,239	680,627	0%	-	75%	510,470	0%	-	0%	-	25%	170,157	0%	-	680,627	0%		0%		0%		0%		-
Water Distribution	Salaries & Wages	Cellular Phone Stipend	9,000	9,090	9,181	9,273	9,365	9,182	0%	-	75%	6,886	0%	-	0%	-	25%	2,295	0%	-	9,182	0%		0%		0%		0%		-
Water Distribution	Salaries & Wages	Overtime Pay	48,830	49,318	49,811	50,310	50,813	49,816	0%	-	75%	37,362	0%	-	0%	-	25%	12,454	0%	-	49,816	0%		0%		0%		0%		-
Water Distribution	Employee Benefits	O.A.S.D.I.	44,130	45,895	47,731	49,640	51,626	47,804	0%	-	75%	35,853	0%	-	0%	-	25%	11,951	0%	-	47,804	0%		0%		0%		0%		-
Water Distribution	Employee Benefits	Az State Retirement	76,450	79,508	82,688	85,996	89,436	82,816	0%	-	75%	62,112	0%	-	0%	-	25%	20,704	0%	-	82,816	0%		0%		0%		0%		-
Water Distribution	Employee Benefits	Workers' Compensation	12,970	13,489	14,028	14,589	15,173	14,050	0%	-	75%	10,537	0%	-	0%	-	25%	3,512	0%	-	14,050	0%		0%		0%		0%		-
Water Distribution	Employee Benefits	Medicare	10,320	10,733	11,162	11,609	12,073	11,179	0%	-	75%	8,384	0%	-	0%	-	25%	2,795	0%	-	11,179	0%		0%		0%		0%		-
Water Distribution	Employee Health & Dental	Short-Term Disability	2,900	2,929	2,958	2,988	3,018	2,959	0%	-	75%	2,219	0%	-	0%	-	25%	740	0%	-	2,959	0%		0%		0%		0%		-
Water Distribution	Employee Health & Dental	Health Insurance	101,420	102,434	103,459	104,493	105,538	103,469	0%	-	75%	77,602	0%	-	0%	-	25%	25,867	0%	-	103,469	0%		0%		0%		0%		-
Water Distribution	Employee Health & Dental	Life Insurance	3,580	3,616	3,652	3,688	3,725	3,652	0%	-	75%	2,739	0%	-	0%	-	25%	913	0%	-	3,652	0%		0%		0%		0%		-
Water Distribution	Employee Health & Dental	Dental Insurance	9,790	9,888	9,987	10,087	10,188	9,988	0%	-	75%	7,491	0%	-	0%	-	25%	2,497	0%	-	9,988	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Other Professional Svcs.	30,700	30,700	30,700	30,700	30,700	30,700	0%	-	75%	23,025	0%	-	0%	-	25%	7,675	0%	-	30,700	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Postage	-	-	-	-	-	-	0%	-	75%	-	0%	-	0%	-	25%	-	0%	-	-	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Rental Construction Equipment	10,000	10,000	10,000	10,000	10,000	10,000	0%	-	75%	7,500	0%	-	0%	-	25%	2,500	0%	-	10,000	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Uniform Rental	4,000	4,000	4,000	4,000	4,000	4,000	0%	-	75%	3,000	0%	-	0%	-	25%	1,000	0%	-	4,000	0%		0%		0%		0%		-
Water Distribution	Utility Expenses	Telephone/Internet Service	1,400	1,400	1,400	1,400	1,400	1,400	0%	-	75%	1,050	0%	-	0%	-	25%	350	0%	-	1,400	0%		0%		0%		0%		-
Water Distribution	Utility Expenses	Long Distance Phone Service	780	780	780	780	780	780	0%	-	75%	585	0%	-	0%	-	25%	195	0%	-	780	0%		0%		0%		0%		-
Water Distribution	Repair and Maintenance	R&M Machinery and Equipment	30,000	30,000	30,000	30,000	30,000	30,000	0%	-	75%	22,500	0%	-	0%	-	25%	7,500	0%	-	30,000	0%		0%		0%		0%		-
Water Distribution	Repair and Maintenance	R&M Meter Boxes	-	-	-	-	-	-	0%	-	75%	-	0%	-	0%	-	25%	-	0%	-	-	0%		0%		0%		0%		-
Water Distribution	Repair and Maintenance	R&M Water Distribution System	125,000	125,000	125,000	125,000	125,000	125,000	0%	-	75%	93,750	0%	-	0%	-	25%	31,250	0%	-	125,000	0%		0%		0%		0%		-
Water Distribution	General Supplies	General Office Supplies	1,000	1,000	1,000	1,000	1,000	1,000	0%	-	75%	750	0%	-	0%	-	25%	250	0%	-	1,000	0%		0%		0%		0%		-
Water Distribution	General Supplies	Computers and Software Licensing	15,000	15,000	15,000	15,000	15,000	15,000	0%	-	75%	11,250	0%	-	0%	-	25%	3,750	0%	-	15,000	0%		0%		0%		0%		-
Water Distribution	General Supplies	Uniform Purchase	1,500	1,500	1,500	1,500	1,500	1,500	0%	-	75%	1,125	0%	-	0%	-	25%	375	0%	-	1,500	0%		0%		0%		0%		-
Water Distribution	General Supplies	Safety Apparel/Equipment	3,000	3,000	3,000	3,000	3,000	3,000	0%	-	75%	2,250	0%	-	0%	-	25%	750	0%	-	3,000	0%		0%		0%		0%		-
Water Distribution	General Supplies	Paint and Painting Supplies	-	-	-	-	-	-	0%	-	75%	-	0%	-	0%	-	25%	-	0%	-	-	0%		0%		0%		0%		-
Water Distribution	General Supplies	Other Supplies	9,000	9,000	9,000	9,000	9,000	9,000	0%	-	75%	6,750	0%	-	0%	-	25%	2,250	0%	-	9,000	0%		0%		0%		0%		-
Water Distribution	Water & Sewer Supplies/Equipment	Chemicals	-	-	-	-	-	-	0%	-	75%	-	0%	-	0%	-	25%	-	0%	-	-	0%		0%		0%		0%		-
Water Distribution	Water & Sewer Supplies/Equipment	Water System Supplies	85,000	85,000	85,000	85,000	85,000	85,000	0%	-	75%	63,750	0%	-	0%	-	25%	21,250	0%	-	85,000	0%		0%		0%		0%		-
Water Distribution	Water & Sewer Supplies/Equipment	Meter Equipment	270,000	500,000	500,000	500,000	500,000	454,000	0%	-	75%	340,500	0%	-	0%	-	25%	113,500	0%	-	454,000	0%		0%		0%		0%		-
Water Distribution	Vehicle/Equipment Supplies	Small Tools and Instruments	4,000	4,000	4,000	4,000	4,000	4,000	0%	-	75%	3,000	0%	-	0%	-	25%	1,000	0%	-	4,000	0%		0%		0%		0%		-
Water Distribution	Capital Equipment	Water System Construction	70,000	70,000	70,000	70,000	70,000	70,000	0%	-	75%	52,500	0%	-	0%	-	25%	17,500	0%	-	70,000	0%		0%		0%		0%		-
Water Distribution	Transfers	Transfer Out 530	104,740	104,740	104,740	104,740	104,740	104,740	0%	-	75%	78,555	0%	-	0%	-	25%	26,185	0%	-	104,740	0%		0%		0%		0%		-
Water Distribution	Interdepartmental Charges	Internal Printing/Copy Charges	2,480	2,480	2,480	2,480	2,480	2,480	0%	-	75%	1,860	0%	-	0%	-	25%	620	0%	-	2,480	0%		0%		0%		0%		-
Water Distribution	Interdepartmental Charges	Risk Management Charges	95,100	95,100	95,100	95,100	95,100	95,100	0%	-	75%	71,325	0%	-	0%	-	25%	23,775	0%	-	95,100	0%		0%		0%		0%		-
Water Distribution	Interdepartmental Charges	Equipment Management Charges	110,940	110,940	110,940	110,940	110,940	110,940	0%	-	75%	83,205	0%	-	0%	-	25%	27,735	0%	-	110,940	0%		0%		0%		0%		-
Water Distribution	Interdepartmental Charges	Administrative Charges	491,640	491,640	491,640	491,640	491,640	491,640	0%	-	75%	368,730	0%	-	0%	-	25%	122,910	0%	-	491,640	0%		0%		0%		0%		-
Water Distribution	Interdepartmental Charges	General Government Charge	51,960	51,960	51,960	51,960	51,960	51,960	0%	-	75%	38,970	0%	-	0%	-	25%	12,990	0%	-	51,960	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Training	12,330	12,330	12,330	12,330	12,330	12,330	0%	-	75%	9,248	0%	-	0%	-	25%	3,083	0%	-	12,330	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Printing	-	-	-	-	-	-	0%	-	75%	-	0%	-	0%	-	25%	-	0%	-	-	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Memberships	250	250	250	250	250	250	0%	-	75%	188	0%	-	0%	-	25%	63	0%	-	250	0%		0%		0%		0%		-
Water Distribution	Other Contractual	Meeting Expense	-	-	-	-	-	-	0%	-	75%	-	0%	-	0%	-	25%	-	0%	-	-	0%		0%		0%		0%		-
Water Administration	Salaries & Wages	Salaries and Wages	262,100	264,721	267,368	270,042	272,742	267,395	30%	80,218	20%	53,479	15%	40,109	15%	40,109	10%	26,739	10%	26,739	267,395	0%		0%		0%		0%		-
Water Administration	Salaries & Wages	Cellular Phone Stipend	4,800	4,848	4,896	4,945	4,995	4,897	30%	1,469	20%	979	15%	735	15%	735	10%	490	10%	490	4,897	0%		0%		0%		0%		-
Water Administration	Employee Benefits	O.A.S.D.I.	16,170	16,817	17,489	18,189	18,917	17,516	30%	5,255	20%	3,503	15%	2,627	15%	2,627	10%	1,752	10%	1,752	17,516	0%		0%		0%		0%		-
Water Administration	Employee Benefits	Az State Retirement	28,320	29,453	30,631	31,856	33,130	30,678	30%	9,203	20%	6,136	15%	4,602	15%	4,602	10%	3,068	10%	3,068	30,678	0%		0%		0%		0%		-
Water Administration	Employee Benefits	Workers' Compensation	1,290	1,342	1,395	1,451	1,509	1,397	30%	419	20%	279	15%	210	15%	210	10%	140	10%	140	1,397	0%		0%		0%		0%		-
Water Administration	Employee Benefits	Medicare	3,830	3,983	4,143	4,308	4,481	4,149	30%	1,245	20%	830	15%	622	15%	622	10%	415	10%	415	4,149	0%		0%		0%		0%		-
Water Administration	Employee Health & Dental	Short-Term Disability	970	980	989	999	1,009	990	30%	297	20%	198	15%	148	15%	148	10%	99	10%	99	990	0%		0%		0%		0%		-
Water Administration	Employee Health & Dental	Health Insurance	28,600	28,886	29,175	29,467	29,761	29,178	30%	8,753	20%	5,836	15%	4,377	15%	4,377	10%	2,918	10%	2,918	29,178	0%		0%		0%		0%		-
Water Administration	Employee Health & Dental	Life Insurance	1,620	1,636	1,653	1,669	1,686	1,653	30%	496	20%	331	15%	248	15%	248	10%	165	10%	165	1,653	0%		0%		0%		0%		-
Water Administration	Employee Health & Dental	Dental Insurance	2,240	2,262	2,285	2,308	2,331	2,285	30%	686	20%	457	15%	343	15%	343	10%	229	10%	229	2,285	0%		0%		0%		0%		-
Water Administration	Financial Services	Finance and Banking Fees	12,000	12,000	12,000	12,000	12,000	12,000	30%	3,600	20%	2,400	15%	1,800	15%	1,800	10%	1,200	10%	1,200	12,000	0%		0%		0%		0%		-
Water Administration	Other Contractual	Other Professional Svcs.	142,525	50,000	50,000	50,000	50,000	68,505	30%	20,552	20%	13,701	15%	10,276	15%	10,276	10%	6,851	10%	6,851	68,505	0%		0%		0%		0%		-
Water Administration	Other Contractual	Other Fees	2,000	2,000	2,000	2,000	2,000	2,000	30%	600	20%	400	15%	300	15%	300	10%	200	10%	200	2,000	0%		0%		0%		0%		-
Water Administration	Other Contractual	Postage	500	500	500	500	500	500	30%	150	20%	100	15%	75	15%	75	10%	50	10%	50	500	0%		0%		0%		0%		-
Water Administration	Other Contractual	Other Rents	-	-	-	-	-	-	30%	-	20%	-	15%	-	15%	-	10%	-	10%	-	-	0%		0%		0%		0%		-
Water Administration	Utility Expenses	Telephone/Internet Service	9,410	9,410	9,410	9,410	9,410	9,410	30%	2,823	20%	1,882	15%	1,412	15%	1,412	10%	941	10%	941	9,410	0%		0%		0%		0%		-
Water Administration	Maintenance Contracts	Contractual Maint./Office Equi	-	-	-	-	-	-	30%	-	20%	-	15%	-	15%	-	10%	-	10%	-	-	0%		0%		0%		0%		-
Water Administration	General Supplies	General Office Supplies	3,000	3,000	3,000	3,000	3,000	3,000	30%	900	20%	600	15%	450	15%	450	10%	300	10%	300	3,000	0%		0%		0%		0%		-
Water Administration	General Supplies	Uniform Purchase	2,126	2,126	2,126	2,126	2,126	2,126	30%	638	20%	425	15%	319	15%	319	10%	213	10%	213	2,126	0%		0%		0%		0%		-
Water Administration	General Supplies	Office Equipment	-	-	-	-	-	-	30%	-	20%	-	15%	-	15%	-	10%	-	10%	-	-	0%		0%		0%		0%		-
Water Administration	General Supplies	Computers and Software Licensing	48,349	48,349	48,349	48,349	48,349	48,349	30%	14,505	20%	9,670	15%	7,252	15%	7,252	10%	4,835	10%	4,835	48,349	0%		0%		0%		0%		-
Water Administration	General Supplies	Furnishings	1,000	1,000	1,000	1,000	1,000	1,000	30%	300	20%	200	15%	150	15%	150	10%	100	10%	100	1,000	0%		0%		0%		0%		-
Water Administration	Capital Equipment	Water Sys. Improve/Major Main.	300,000	300,000	300,000	300,000	300,000	300,000	30%	90,000	20%	60,000	15%	45,000	15%	45,000	10%	30,000	10%	30,000	300,000	0%		0%		0%		0%		-
Water Administration	Interdepartmental Charges	General Government Charge	24,020	24,020	24,020	24,020	24,020	24,020	30%	7,206	20%	4,804	15%	3,603	15%	3,603	10%	2,402	10%	2,402	24,020	0%		0%		0%		0%		-
Water Administration	Transfers	Transfer Out 530	14,600	14,600	14,600	14,600	14,600	14,600	30%	4,380	20%	2,920	15%	2,190	15%	2,190	10%	1,460	10%	1,460	14,600	0%		0%		0%		0%		-
Water Administration	Interdepartmental Charges	Internal Printing/Copy Charges	5,190	5,190	5,190	5,190	5,190	5,190	30%	1,557	20%	1,038	15%	779	15%	779	10%	519	10%	519	5,190	0%		0%		0%		0%		-
Water Administration	Interdepartmental Charges	Risk Management Charges	7,120	7,120	7,120	7,120	7,120	7,120	30%	2,136	20%	1,424	15%	1,068	15%	1,068	10%	712	10%	712	7,120	0%		0%		0%		0%		-
Water Administration	Interdepartmental Charges	Equipment Management Charges	6,570	6,570	6,570	6,570	6,570	6,570	30%	1,971	20%	1,314	15%	986	15%	986	10%	657	10%	657	6,570	0%		0%		0%		0%		-
Water Administration	Interdepartmental Charges	Administrative Charges	182,320	182,320	182,320	182,320	182,320	182,320	30%	54,696	20%	36,464	15%	27,348	15%	27,348	10%	18,232	10%	18,232	182,320	0%		0%		0%		0%		-
Water Administration	Interdepartmental Charges	Facilities Maintenance Charges	66,880	66,880	66,880	66,880	66,880	66,880	30%	20,064	20%	13,376	15%	10,032	15%	10,032	10%	6,688	10%	6,688	66,880	0%		0%		0%		0%		-
Water Administration	Debt Service	Bond Redemption	121,070	121,070	121,070	121,070	121,070	121,070	30%	36,321	20%	24,214	15%	18,161	15%	18,161	10%	12,107	10%	12,107	121,070	0%		0%		0%		0%		-
Water Administration	Debt Service	Bond Interest Payments	17,920	17,920	17,920	17,920	17,920	17,920	30%	5,376	20%	3,584	15%	2,688	15%	2,688	10%	1,792	10%	1,792	17,920	0%		0%		0%		0%		-
Water Administration	Contingency	Contingency	-	-	-	-	-	-	30%	-	20%	-	15%	-	15%	-	10%	-	10%	-	-	0%		0%		0%		0%		-
Water Administration	Transfers	Transfer Out 514--Water Development	-	-	-	-	-	-	30%	-	20%	-	15%	-	15%	-	10%	-	10%	-	-	0%		0%		0%		0%		-
Water Administration	Other Contractual	Training	8,000	8,000	8,000	8,000	8,000	8,000	30%	2,400	20%	1,600	15%	1,200	15%	1,200	10%	800	10%	800	8,000	0%		0%		0%		0%		-
Water Administration	Other Contractual	Printing	1,000	1,000	1,000	1,000	1,000	1,000	30%	300	20%	200	15%	150	15%	150	10%	100	10%	100	1,000	0%		0%		0%		0%		-
Water Administration	Other Contractual	Memberships	7,000	7,000	7,000	7,000	7,000	7,000	30%	2,100	20%	1,400	15%	1,050	15%	1,050	10%	700	10%	700	7,000	0%		0%		0%		0%		-
Water Administration	Other Contractual	Meeting Expense	500	500	500	500	500	500	30%	150	20%	100	15%	75	15%	75	10%	50	10%	50	500	0%		0%		0%		0%		-

Appendix A

City of Avondale, Arizona
Cost of Service Analysis
Allocation of Annual Costs to Cost Components

Allocation to Water/Sewer and Cost Components

Transfer Ops Costs

									Water														Sewer							
									Customer Charge		Base Charge		Volume Charge										Customer Charge		Base Charge					
									Billing, Collection, Meter Reading		Meter Repair and Maintenance		Wells		Pumping & Storage		Transmission/Distribution		Treatment		Total Water	Billing, Collection, Meter Reading		Meter Repair and Maintenance		Collection		Treatment		Total Sewer
Description	Description	Description	2012	2013	2014	2015	2016	5 Yr Average	%	$	%	$	%	$	%	$	%	$	%	$	Total	%	$	%	$	%	$	%	$	Total
GIS and Land Services	Salaries & Wages	Salaries and Wages	232,680	235,007	237,357	239,730	242,128	237,380	10%	23,738	40%	94,952	10%	23,738	10%	23,738	20%	47,476	10%	23,738	237,380	0%		0%		0%		0%		-
GIS and Land Services	Salaries & Wages	Cellular Phone Stipend	2,400	2,424	2,448	2,473	2,497	2,448	10%	245	40%	979	10%	245	10%	245	20%	490	10%	245	2,448	0%		0%		0%		0%		-
GIS and Land Services	Employee Benefits	O.A.S.D.I.	14,320	14,893	15,489	16,108	16,752	15,512	10%	1,551	40%	6,205	10%	1,551	10%	1,551	20%	3,102	10%	1,551	15,512	0%		0%		0%		0%		-
GIS and Land Services	Employee Benefits	Az State Retirement	24,830	25,823	26,856	27,930	29,048	26,897	10%	2,690	40%	10,759	10%	2,690	10%	2,690	20%	5,379	10%	2,690	26,897	0%		0%		0%		0%		-
GIS and Land Services	Employee Benefits	Workers' Compensation	1,110	1,154	1,201	1,249	1,299	1,202	10%	120	40%	481	10%	120	10%	120	20%	240	10%	120	1,202	0%		0%		0%		0%		-
GIS and Land Services	Employee Benefits	Medicare	3,340	3,474	3,613	3,757	3,907	3,618	10%	362	40%	1,447	10%	362	10%	362	20%	724	10%	362	3,618	0%		0%		0%		0%		-
GIS and Land Services	Employee Health & Dental	Short-Term Disability	870	879	887	896	905	888	10%	89	40%	355	10%	89	10%	89	20%	178	10%	89	888	0%		0%		0%		0%		-
GIS and Land Services	Employee Health & Dental	Health Insurance	26,760	27,028	27,298	27,571	27,847	27,301	10%	2,730	40%	10,920	10%	2,730	10%	2,730	20%	5,460	10%	2,730	27,301	0%		0%		0%		0%		-
GIS and Land Services	Employee Health & Dental	Life Insurance	990	1,000	1,010	1,020	1,030	1,010	10%	101	40%	404	10%	101	10%	101	20%	202	10%	101	1,010	0%		0%		0%		0%		-
GIS and Land Services	Employee Health & Dental	Dental Insurance	2,370	2,394	2,418	2,442	2,466	2,418	10%	242	40%	967	10%	242	10%	242	20%	484	10%	242	2,418	0%		0%		0%		0%		-
GIS and Land Services	Engineering Professionals	Engineering Fees	10,000	10,000	10,000	10,000	10,000	10,000	10%	1,000	40%	4,000	10%	1,000	10%	1,000	20%	2,000	10%	1,000	10,000	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Other Professional Svcs.	163,000	163,000	163,000	163,000	163,000	163,000	10%	16,300	40%	65,200	10%	16,300	10%	16,300	20%	32,600	10%	16,300	163,000	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Other Fees	17,000	17,000	17,000	17,000	17,000	17,000	10%	1,700	40%	6,800	10%	1,700	10%	1,700	20%	3,400	10%	1,700	17,000	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Postage	50	50	50	50	50	50	10%	5	40%	20	10%	5	10%	5	20%	10	10%	5	50	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Subscriptions	-	-	-	-	-	-	10%	-	40%	-	10%	-	10%	-	20%	-	10%	-	-	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Uniform Rental	400	400	400	400	400	400	10%	40	40%	160	10%	40	10%	40	20%	80	10%	40	400	0%		0%		0%		0%		-
GIS and Land Services	Utility Expenses	Telephone/Internet Service	1,100	1,100	1,100	1,100	1,100	1,100	10%	110	40%	440	10%	110	10%	110	20%	220	10%	110	1,100	0%		0%		0%		0%		-
GIS and Land Services	Interdepartmental Charges	Equipment Management Charges	8,090	8,090	8,090	8,090	8,090	8,090	10%	809	40%	3,236	10%	809	10%	809	20%	1,618	10%	809	8,090	0%		0%		0%		0%		-
GIS and Land Services	Interdepartmental Charges	General Government Charge	12,310	12,310	12,310	12,310	12,310	12,310	10%	1,231	40%	4,924	10%	1,231	10%	1,231	20%	2,462	10%	1,231	12,310	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	General Office Supplies	250	250	250	250	250	250	10%	25	40%	100	10%	25	10%	25	20%	50	10%	25	250	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	Data Processing Supplies	1,000	1,000	1,000	1,000	1,000	1,000	10%	100	40%	400	10%	100	10%	100	20%	200	10%	100	1,000	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	Maps and Charts	100	100	100	100	100	100	10%	10	40%	40	10%	10	10%	10	20%	20	10%	10	100	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	Office Equipment	500	500	500	500	500	500	10%	50	40%	200	10%	50	10%	50	20%	100	10%	50	500	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	Computers and Software Licensing	15,420	15,420	15,420	15,420	15,420	15,420	10%	1,542	40%	6,168	10%	1,542	10%	1,542	20%	3,084	10%	1,542	15,420	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	Uniform Purchase	100	100	100	100	100	100	10%	10	40%	40	10%	10	10%	10	20%	20	10%	10	100	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	Safety Apparel/Equipment	150	150	150	150	150	150	10%	15	40%	60	10%	15	10%	15	20%	30	10%	15	150	0%		0%		0%		0%		-
GIS and Land Services	General Supplies	Paint and Painting Supplies	1,000	1,000	1,000	1,000	1,000	1,000	10%	100	40%	400	10%	100	10%	100	20%	200	10%	100	1,000	0%		0%		0%		0%		-
GIS and Land Services	Vehicle/Equipment Supplies	Small Tools and Instruments	500	500	500	500	500	500	10%	50	40%	200	10%	50	10%	50	20%	100	10%	50	500	0%		0%		0%		0%		-
GIS and Land Services	Interdepartmental Charges	Internal Printing/Copy Charges	1,090	1,090	1,090	1,090	1,090	1,090	10%	109	40%	436	10%	109	10%	109	20%	218	10%	109	1,090	0%		0%		0%		0%		-
GIS and Land Services	Interdepartmental Charges	Risk Management Charges	6,300	6,300	6,300	6,300	6,300	6,300	10%	630	40%	2,520	10%	630	10%	630	20%	1,260	10%	630	6,300	0%		0%		0%		0%		-
GIS and Land Services	Interdepartmental Charges	Administrative Charges	34,390	34,390	34,390	34,390	34,390	34,390	10%	3,439	40%	13,756	10%	3,439	10%	3,439	20%	6,878	10%	3,439	34,390	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Training	5,500	5,500	5,500	5,500	5,500	5,500	10%	550	40%	2,200	10%	550	10%	550	20%	1,100	10%	550	5,500	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Printing	500	500	500	500	500	500	10%	50	40%	200	10%	50	10%	50	20%	100	10%	50	500	0%		0%		0%		0%		-
GIS and Land Services	Other Contractual	Memberships	1,000	1,000	1,000	1,000	1,000	1,000	10%	100	40%	400	10%	100	10%	100	20%	200	10%	100	1,000	0%		0%		0%		0%		-
GIS and Land Services	Transfers	Transfer Out 530--Water Replacement	17,650	17,650	17,650	17,650	17,650	17,650	10%	1,765	40%	7,060	10%	1,765	10%	1,765	20%	3,530	10%	1,765	17,650	0%		0%		0%		0%		-
Water Resources	Salaries & Wages	Salaries and Wages	86,130	86,991	87,861	88,740	89,627	87,870	0%	-	0%	-	100%	87,870	0%	-	0%	-	0%	-	87,870	0%		0%		0%		0%		-
Water Resources	Salaries & Wages	Cellular Phone Stipend	1,200	1,212	1,224	1,236	1,249	1,224	0%	-	0%	-	100%	1,224	0%	-	0%	-	0%	-	1,224	0%		0%		0%		0%		-
Water Resources	Salaries & Wages	Overtime Pay	-	-	-	-	-	-	0%	-	0%	-	100%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		-
Water Resources	Employee Benefits	O.A.S.D.I.	5,720	5,949	6,187	6,434	6,692	6,196	0%	-	0%	-	100%	6,196	0%	-	0%	-	0%	-	6,196	0%		0%		0%		0%		-
Water Resources	Employee Benefits	Az State Retirement	9,920	10,317	10,729	11,159	11,605	10,746	0%	-	0%	-	100%	10,746	0%	-	0%	-	0%	-	10,746	0%		0%		0%		0%		-
Water Resources	Employee Benefits	Workers' Compensation	260	270	281	292	304	282	0%	-	0%	-	100%	282	0%	-	0%	-	0%	-	282	0%		0%		0%		0%		-
Water Resources	Employee Benefits	Medicare	1,340	1,394	1,449	1,507	1,568	1,452	0%	-	0%	-	100%	1,452	0%	-	0%	-	0%	-	1,452	0%		0%		0%		0%		-
Water Resources	Employee Health & Dental	Short-Term Disability	320	323	326	330	333	326	0%	-	0%	-	100%	326	0%	-	0%	-	0%	-	326	0%		0%		0%		0%		-
Water Resources	Employee Health & Dental	Health Insurance	9,210	9,302	9,395	9,489	9,584	9,396	0%	-	0%	-	100%	9,396	0%	-	0%	-	0%	-	9,396	0%		0%		0%		0%		-
Water Resources	Employee Health & Dental	Life Insurance	370	374	377	381	385	377	0%	-	0%	-	100%	377	0%	-	0%	-	0%	-	377	0%		0%		0%		0%		-
Water Resources	Employee Health & Dental	Dental Insurance	900	909	918	927	937	918	0%	-	0%	-	100%	918	0%	-	0%	-	0%	-	918	0%		0%		0%		0%		-
Water Resources	Legal Services	Attorney Fees	15,000	15,000	15,000	15,000	15,000	15,000	0%	-	0%	-	100%	15,000	0%	-	0%	-	0%	-	15,000	0%		0%		0%		0%		-
Water Resources	Other Contractual	Other Professional Svcs.	22,800	22,800	22,800	22,800	22,800	22,800	0%	-	0%	-	100%	22,800	0%	-	0%	-	0%	-	22,800	0%		0%		0%		0%		-
Water Resources	Other Contractual	Other Fees	-	-	-	-	-	-	0%	-	0%	-	100%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		-
Water Resources	Other Contractual	Postage	-	-	-	-	-	-	0%	-	0%	-	100%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		-
Water Resources	Other Contractual	NAUSP	50,000	50,000	50,000	50,000	50,000	50,000	0%	-	0%	-	100%	50,000	0%	-	0%	-	0%	-	50,000	0%		0%		0%		0%		-
Water Resources	Utility Expenses	Telephone/Internet Service	880	880	880	880	880	880	0%	-	0%	-	100%	880	0%	-	0%	-	0%	-	880	0%		0%		0%		0%		-
Water Resources	Utility Expenses	Long Distance Phone Service	1,030	1,030	1,030	1,030	1,030	1,030	0%	-	0%	-	100%	1,030	0%	-	0%	-	0%	-	1,030	0%		0%		0%		0%		-
Water Resources	Water Purchases	C.A.P. Purch. Water & DWR Fee	1,091,000	1,091,000	1,091,000	1,091,000	1,091,000	1,091,000	0%	-	0%	-	100%	1,091,000	0%	-	0%	-	0%	-	1,091,000	0%		0%		0%		0%		-
Water Resources	General Supplies	General Office Supplies	-	-	-	-	-	-	0%	-	0%	-	100%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		-
Water Resources	Interdepartmental Charges	Equipment Management Charges	1,350	1,350	1,350	1,350	1,350	1,350	0%	-	0%	-	100%	1,350	0%	-	0%	-	0%	-	1,350	0%		0%		0%		0%		-
Water Resources	Interdepartmental Charges	General Government Charge	20,790	20,790	20,790	20,790	20,790	20,790	0%	-	0%	-	100%	20,790	0%	-	0%	-	0%	-	20,790	0%		0%		0%		0%		-
Water Resources	Transfers	Transfer Out 530--Water Replacement	4,100	4,100	4,100	4,100	4,100	4,100	0%	-	0%	-	100%	4,100	0%	-	0%	-	0%	-	4,100	0%		0%		0%		0%		-
Water Resources	Interdepartmental Charges	Internal Printing/Copy Charges	2,810	2,810	2,810	2,810	2,810	2,810	0%	-	0%	-	100%	2,810	0%	-	0%	-	0%	-	2,810	0%		0%		0%		0%		-
Water Resources	Interdepartmental Charges	Risk Management Charges	51,740	51,740	51,740	51,740	51,740	51,740	0%	-	0%	-	100%	51,740	0%	-	0%	-	0%	-	51,740	0%		0%		0%		0%		-
Water Resources	Interdepartmental Charges	Administrative Charges	36,150	36,150	36,150	36,150	36,150	36,150	0%	-	0%	-	100%	36,150	0%	-	0%	-	0%	-	36,150	0%		0%		0%		0%		-
Water Resources	Other Contractual	Mileage Reimbursement	1,000	1,000	1,000	1,000	1,000	1,000	0%	-	0%	-	100%	1,000	0%	-	0%	-	0%	-	1,000	0%		0%		0%		0%		-
Water Resources	Other Contractual	Training	1,350	1,350	1,350	1,350	1,350	1,350	0%	-	0%	-	100%	1,350	0%	-	0%	-	0%	-	1,350	0%		0%		0%		0%		-
Water Resources	Other Contractual	Printing	-	-	-	-	-	-	0%	-	0%	-	100%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		-
Water Resources	Other Contractual	Memberships	43,200	43,200	43,200	43,200	43,200	43,200	0%	-	0%	-	100%	43,200	0%	-	0%	-	0%	-	43,200	0%		0%		0%		0%		-
Water Resources	Other Contractual	Meeting Expense	-	-	-	-	-	-	0%	-	0%	-	100%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		-
Water Quality	Salaries & Wages	Salaries and Wages	220,540	222,745	224,973	227,223	229,495	224,995	0%	-	0%	-	0%	-	0%	-	0%	-	100%	224,995	224,995	0%		0%		0%		0%		-
Water Quality	Salaries & Wages	Overtime Pay	6,000	6,060	6,121	6,182	6,244	6,121	0%	-	0%	-	0%	-	0%	-	0%	-	100%	6,121	6,121	0%		0%		0%		0%		-
Water Quality	Employee Benefits	O.A.S.D.I.	13,430	13,967	14,526	15,107	15,711	14,548	0%	-	0%	-	0%	-	0%	-	0%	-	100%	14,548	14,548	0%		0%		0%		0%		-
Water Quality	Employee Benefits	Az State Retirement	23,280	24,211	25,180	26,187	27,234	25,218	0%	-	0%	-	0%	-	0%	-	0%	-	100%	25,218	25,218	0%		0%		0%		0%		-
Water Quality	Employee Benefits	Workers' Compensation	3,370	3,505	3,645	3,791	3,942	3,651	0%	-	0%	-	0%	-	0%	-	0%	-	100%	3,651	3,651	0%		0%		0%		0%		-
Water Quality	Employee Benefits	Medicare	3,140	3,266	3,396	3,532	3,673	3,401	0%	-	0%	-	0%	-	0%	-	0%	-	100%	3,401	3,401	0%		0%		0%		0%		-
Water Quality	Employee Health & Dental	Short-Term Disability	820	828	836	845	853	837	0%	-	0%	-	0%	-	0%	-	0%	-	100%	837	837	0%		0%		0%		0%		-
Water Quality	Employee Health & Dental	Health Insurance	26,760	27,028	27,298	27,571	27,847	27,301	0%	-	0%	-	0%	-	0%	-	0%	-	100%	27,301	27,301	0%		0%		0%		0%		-
Water Quality	Employee Health & Dental	Life Insurance	1,060	1,071	1,081	1,092	1,103	1,081	0%	-	0%	-	0%	-	0%	-	0%	-	100%	1,081	1,081	0%		0%		0%		0%		-
Water Quality	Employee Health & Dental	Dental Insurance	2,160	2,182	2,203	2,225	2,248	2,204	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,204	2,204	0%		0%		0%		0%		-
Water Quality	Other Contractual	Laboratory Fees	115,000	115,000	115,000	115,000	115,000	115,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	115,000	115,000	0%		0%		0%		0%		-
Water Quality	Other Contractual	Other Professional Svcs.	30,000	30,000	30,000	30,000	30,000	30,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	30,000	30,000	0%		0%		0%		0%		-
Water Quality	Other Contractual	Other Fees	14,500	14,500	14,500	14,500	14,500	14,500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	14,500	14,500	0%		0%		0%		0%		-

City of Avondale, Arizona
Cost of Service Analysis
Allocation of Annual Costs to Cost Components

Allocation to Water/Sewer and Cost Components

Transfer Ops Costs

									Water													Sewer							
									Customer Charge		Base Charge		Volume Charge									Customer Charge		Base Charge						
									Billing, Collection, Meter Reading		Meter Repair and Maintenance		Wells		Pumping & Storage		Transmission/Distribution		Treatment		Total Water	Billing, Collection, Meter Reading		Meter Repair and Maintenance		Collection		Treatment		Total Sewer
Description	Description	Description	2012	2013	2014	2015	2016	5 Yr Average	%	$	%	$	%	$	%	$	%	$	%	$	Total	%	$	%	$	%	$	%	$	Total
Water Quality	Other Contractual	Postage	2,500	2,500	2,500	2,500	2,500	2,500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,500	2,500	0%		0%		0%		0%		-
Water Quality	Other Contractual	Uniform Rental	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Water Quality	Repair and Maintenance	R&M Backflow	1,000	1,000	1,000	1,000	1,000	1,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	1,000	1,000	0%		0%		0%		0%		-
Water Quality	General Supplies	General Office Supplies	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Water Quality	General Supplies	Computers and Software Licensing	1,200	1,200	1,200	1,200	1,200	1,200	0%	-	0%	-	0%	-	0%	-	0%	-	100%	1,200	1,200	0%		0%		0%		0%		-
Water Quality	General Supplies	Uniform Purchase	500	500	500	500	500	500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	500	500	0%		0%		0%		0%		-
Water Quality	General Supplies	Safety Apparel/Equipment	500	500	500	500	500	500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	500	500	0%		0%		0%		0%		-
Water Quality	Vehicle/Equipment Supplies	Parts	250	250	250	250	250	250	0%	-	0%	-	0%	-	0%	-	0%	-	100%	250	250	0%		0%		0%		0%		-
Water Quality	General Supplies	Other Supplies	2,000	2,000	2,000	2,000	2,000	2,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,000	2,000	0%		0%		0%		0%		-
Water Quality	Water & Sewer Supplies/Equipment	Water Conservation Supplies	42,200	42,200	42,200	42,200	42,200	42,200	0%	-	0%	-	0%	-	0%	-	0%	-	100%	42,200	42,200	0%		0%		0%		0%		-
Water Quality	Vehicle/Equipment Supplies	Small Tools and Instruments	500	500	500	500	500	500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	500	500	0%		0%		0%		0%		-
Water Quality	Interdepartmental Charges	Risk Management Charges	4,930	4,930	4,930	4,930	4,930	4,930	0%	-	0%	-	0%	-	0%	-	0%	-	100%	4,930	4,930	0%		0%		0%		0%		-
Water Quality	Interdepartmental Charges	Equipment Management Charges	4,070	4,070	4,070	4,070	4,070	4,070	0%	-	0%	-	0%	-	0%	-	0%	-	100%	4,070	4,070	0%		0%		0%		0%		-
Water Quality	Other Contractual	Mileage Reimbursement	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Water Quality	Other Contractual	Training	6,000	6,000	6,000	6,000	6,000	6,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	6,000	6,000	0%		0%		0%		0%		-
Water Quality	Other Contractual	Printing	15,500	15,500	15,500	15,500	15,500	15,500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	15,500	15,500	0%		0%		0%		0%		-
Water Quality	Other Contractual	Publication of Legal Notices	150	150	150	150	150	150	0%	-	0%	-	0%	-	0%	-	0%	-	100%	150	150	0%		0%		0%		0%		-
Water Quality	Other Contractual	Memberships	9,500	9,500	9,500	9,500	9,500	9,500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	9,500	9,500	0%		0%		0%		0%		-
Water Quality	Other Contractual	Meeting Expense	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Water Quality	Interdepartmental Charges	Administrative Indirect Charges	3,200	3,200	3,200	3,200	3,200	3,200	0%	-	0%	-	0%	-	0%	-	0%	-	100%	3,200	3,200	0%		0%		0%		0%		-
Water Quality	Interdepartmental Charges	General Government Charge	13,450	13,450	13,450	13,450	13,450	13,450	0%	-	0%	-	0%	-	0%	-	0%	-	100%	13,450	13,450	0%		0%		0%		0%		-
Water Quality	Transfers	Transfer Out 530--Water Replacement	7,200	7,200	7,200	7,200	7,200	7,200	0%	-	0%	-	0%	-	0%	-	0%	-	100%	7,200	7,200	0%		0%		0%		0%		-
Wetlands Treatment	Salaries & Wages	Salaries and Wages	121,830	123,048	124,279	125,522	126,777	124,291	0%	-	0%	-	0%	-	0%	-	0%	-	100%	124,291	124,291	0%		0%		0%		0%		-
Wetlands Treatment	Salaries & Wages	Cellular Phone Stipend	3,000	3,030	3,060	3,091	3,122	3,061	0%	-	0%	-	0%	-	0%	-	0%	-	100%	3,061	3,061	0%		0%		0%		0%		-
Wetlands Treatment	Salaries & Wages	Overtime Pay	12,480	12,605	12,731	12,858	12,987	12,732	0%	-	0%	-	0%	-	0%	-	0%	-	100%	12,732	12,732	0%		0%		0%		0%		-
Wetlands Treatment	Employee Benefits	O.A.S.D.I.	8,330	8,663	9,010	9,370	9,745	9,024	0%	-	0%	-	0%	-	0%	-	0%	-	100%	9,024	9,024	0%		0%		0%		0%		-
Wetlands Treatment	Employee Benefits	Az State Retirement	14,430	15,007	15,607	16,232	16,881	15,632	0%	-	0%	-	0%	-	0%	-	0%	-	100%	15,632	15,632	0%		0%		0%		0%		-
Wetlands Treatment	Employee Benefits	Workers' Compensation	2,470	2,569	2,672	2,778	2,890	2,676	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,676	2,676	0%		0%		0%		0%		-
Wetlands Treatment	Employee Benefits	Medicare	1,940	2,018	2,098	2,182	2,270	2,102	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,102	2,102	0%		0%		0%		0%		-
Wetlands Treatment	Employee Health & Dental	Short-Term Disability	450	455	459	464	468	459	0%	-	0%	-	0%	-	0%	-	0%	-	100%	459	459	0%		0%		0%		0%		-
Wetlands Treatment	Employee Health & Dental	Health Insurance	22,590	22,816	23,044	23,274	23,507	23,046	0%	-	0%	-	0%	-	0%	-	0%	-	100%	23,046	23,046	0%		0%		0%		0%		-
Wetlands Treatment	Employee Health & Dental	Life Insurance	770	778	785	793	801	786	0%	-	0%	-	0%	-	0%	-	0%	-	100%	786	786	0%		0%		0%		0%		-
Wetlands Treatment	Employee Health & Dental	Dental Insurance	1,850	1,869	1,887	1,906	1,925	1,887	0%	-	0%	-	0%	-	0%	-	0%	-	100%	1,887	1,887	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Other Fees	5,000	5,000	5,000	5,000	5,000	5,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	5,000	5,000	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Other Professional Svcs.	22,000	22,000	22,000	22,000	22,000	22,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	22,000	22,000	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Postage	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Rental Construction Equipment	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Rental Space	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Uniform Rental	1,200	1,200	1,200	1,200	1,200	1,200	0%	-	0%	-	0%	-	0%	-	0%	-	100%	1,200	1,200	0%		0%		0%		0%		-
Wetlands Treatment	Utility Expenses	Telephone/Internet Service	500	500	500	500	500	500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	500	500	0%		0%		0%		0%		-
Wetlands Treatment	Repair and Maintenance	R&M Wetlands	33,030	33,030	33,030	33,030	33,030	33,030	0%	-	0%	-	0%	-	0%	-	0%	-	100%	33,030	33,030	0%		0%		0%		0%		-
Wetlands Treatment	General Supplies	General Office Supplies	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%		0%		0%		0%		-
Wetlands Treatment	General Supplies	Nursery Supplies	2,000	2,000	2,000	2,000	2,000	2,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,000	2,000	0%		0%		0%		0%		-
Wetlands Treatment	General Supplies	Uniform Purchase	300	300	300	300	300	300	0%	-	0%	-	0%	-	0%	-	0%	-	100%	300	300	0%		0%		0%		0%		-
Wetlands Treatment	General Supplies	Safety Apparel/Equipment	1,500	1,500	1,500	1,500	1,500	1,500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	1,500	1,500	0%		0%		0%		0%		-
Wetlands Treatment	Water & Sewer Supplies/Equipment	Chemicals	5,000	5,000	5,000	5,000	5,000	5,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	5,000	5,000	0%		0%		0%		0%		-
Wetlands Treatment	Water & Sewer Supplies/Equipment	Wetlands Fish Stocking	13,000	13,000	13,000	13,000	13,000	13,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	13,000	13,000	0%		0%		0%		0%		-
Wetlands Treatment	Vehicle/Equipment Supplies	Parts	2,500	2,500	2,500	2,500	2,500	2,500	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,500	2,500	0%		0%		0%		0%		-
Wetlands Treatment	Vehicle/Equipment Supplies	Small Tools and Instruments	2,000	2,000	2,000	2,000	2,000	2,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,000	2,000	0%		0%		0%		0%		-
Wetlands Treatment	Transfers	Transfer Out 530	7,240	7,240	7,240	7,240	7,240	7,240	0%	-	0%	-	0%	-	0%	-	0%	-	100%	7,240	7,240	0%		0%		0%		0%		-
Wetlands Treatment	Interdepartmental Charges	Internal Printing/Copy Charges	4,610	4,610	4,610	4,610	4,610	4,610	0%	-	0%	-	0%	-	0%	-	0%	-	100%	4,610	4,610	0%		0%		0%		0%		-
Wetlands Treatment	Interdepartmental Charges	Risk Management Charges	5,910	5,910	5,910	5,910	5,910	5,910	0%	-	0%	-	0%	-	0%	-	0%	-	100%	5,910	5,910	0%		0%		0%		0%		-
Wetlands Treatment	Interdepartmental Charges	Equipment Management Charges	10,030	10,030	10,030	10,030	10,030	10,030	0%	-	0%	-	0%	-	0%	-	0%	-	100%	10,030	10,030	0%		0%		0%		0%		-
Wetlands Treatment	Interdepartmental Charges	Administrative Charges	28,600	28,600	28,600	28,600	28,600	28,600	0%	-	0%	-	0%	-	0%	-	0%	-	100%	28,600	28,600	0%		0%		0%		0%		-
Wetlands Treatment	Interdepartmental Charges	General Government Charge	9,010	9,010	9,010	9,010	9,010	9,010	0%	-	0%	-	0%	-	0%	-	0%	-	100%	9,010	9,010	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Training	2,000	2,000	2,000	2,000	2,000	2,000	0%	-	0%	-	0%	-	0%	-	0%	-	100%	2,000	2,000	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Printing	200	200	200	200	200	200	0%	-	0%	-	0%	-	0%	-	0%	-	100%	200	200	0%		0%		0%		0%		-
Wetlands Treatment	Other Contractual	Memberships	150	150	150	150	150	150	0%	-	0%	-	0%	-	0%	-	0%	-	100%	150	150	0%	-	0%	-	0%	-	0%	-	-
Wetlands Treatment	Other Contractual	Meeting Expense	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	100%	-	-	0%	-	0%	-	0%	-	0%	-	-
Water Production	Salaries & Wages	Salaries and Wages	359,560	363,156	366,787	370,455	374,160	366,823	0%	-	0%	-	0%	-	40%	146,729	40%	146,729	20%	73,365	366,823	0%	-	0%	-	0%	-	0%	-	-
Water Production	Salaries & Wages	Cellular Phone Stipend	3,000	3,030	3,060	3,091	3,122	3,061	0%	-	0%	-	0%	-	40%	1,224	40%	1,224	20%	612	3,061	0%	-	0%	-	0%	-	0%	-	-
Water Production	Salaries & Wages	Overtime Pay	20,300	20,503	20,708	20,915	21,124	20,710	0%	-	0%	-	0%	-	40%	8,284	40%	8,284	20%	4,142	20,710	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Benefits	O.A.S.D.I.	23,330	24,263	25,234	26,243	27,293	25,273	0%	-	0%	-	0%	-	40%	10,109	40%	10,109	20%	5,055	25,273	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Benefits	Az State Retirement	40,420	42,037	43,718	45,467	47,286	43,786	0%	-	0%	-	0%	-	40%	17,514	40%	17,514	20%	8,757	43,786	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Benefits	Workers' Compensation	7,260	7,550	7,852	8,167	8,493	7,865	0%	-	0%	-	0%	-	40%	3,146	40%	3,146	20%	1,573	7,865	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Benefits	Medicare	5,450	5,668	5,895	6,131	6,376	5,904	0%	-	0%	-	0%	-	40%	2,362	40%	2,362	20%	1,181	5,904	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Health & Dental	Short-Term Disability	1,340	1,353	1,367	1,381	1,394	1,367	0%	-	0%	-	0%	-	40%	547	40%	547	20%	273	1,367	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Health & Dental	Health Insurance	49,840	50,338	50,842	51,350	51,864	50,847	0%	-	0%	-	0%	-	40%	20,339	40%	20,339	20%	10,169	50,847	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Health & Dental	Life Insurance	2,040	2,060	2,081	2,102	2,123	2,081	0%	-	0%	-	0%	-	40%	832	40%	832	20%	416	2,081	0%	-	0%	-	0%	-	0%	-	-
Water Production	Employee Health & Dental	Dental Insurance	4,960	5,010	5,060	5,110	5,161	5,060	0%	-	0%	-	0%	-	40%	2,024	40%	2,024	20%	1,012	5,060	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Other Professional Svcs.	50,000	50,000	50,000	50,000	50,000	50,000	0%	-	0%	-	0%	-	40%	20,000	40%	20,000	20%	10,000	50,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Rental Construction Equipment	-	-	-	-	-	-	0%	-	0%	-	0%	-	40%	-	40%	-	20%	-	-	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Uniform Rental	2,400	2,400	2,400	2,400	2,400	2,400	0%	-	0%	-	0%	-	40%	960	40%	960	20%	480	2,400	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	R&M Communication Equipment	177,090	177,090	177,090	177,090	177,090	177,090	0%	-	0%	-	0%	-	40%	70,836	40%	70,836	20%	35,418	177,090	0%	-	0%	-	0%	-	0%	-	-
Water Production	Utility Expenses	Telephone/Internet Service	650	650	650	650	650	650	0%	-	0%	-	0%	-	40%	260	40%	260	20%	130	650	0%	-	0%	-	0%	-	0%	-	-
Water Production	Utility Expenses	Long Distance Phone Service	2,220	2,220	2,220	2,220	2,220	2,220	0%	-	0%	-	0%	-	40%	888	40%	888	20%	444	2,220	0%	-	0%	-	0%	-	0%	-	-
Water Production	Utility Expenses	Electricity	990,000	990,000	990,000	990,000	990,000	990,000	0%	-	0%	-	0%	-	40%	396,000	40%	396,000	20%	198,000	990,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	Maintenance Contracts	Contractual Maint./Radio&Comm.	-	-	-	-	-	-	0%	-	0%	-	0%	-	40%	-	40%	-	20%	-	-	0%	-	0%	-	0%	-	0%	-	-
Water Production	Maintenance Contracts	Contractual Maint./Water System	487,000	487,000	487,000	487,000	487,000	487,000	0%	-	0%	-	0%	-	40%	194,800	40%	194,800	20%	97,400	487,000	0%	-	0%	-	0%	-	0%	-	-

City of Avondale, Arizona
Cost of Service Analysis
Allocation of Annual Costs to Cost Components

Allocation to Water/Sewer and Cost Components

Transfer Ops Costs

									Water													Sewer								
									Customer Charge		Base Charge		Volume Charge									Customer Charge		Base Charge						
									Billing, Collection, Meter Reading		Meter Repair and Maintenance		Wells		Pumping & Storage		Transmission/Distribution		Treatment		Total Water	Billing, Collection, Meter Reading		Meter Repair and Maintenance		Collection		Treatment		Total Sewer
Description	Description	Description	2012	2013	2014	2015	2016	5 Yr Average	%	$	%	$	%	$	%	$	%	$	%	$	Total	%	$	%	$	%	$	%	$	Total
Water Production	Repair and Maintenance	R&M Buildings	2,400	2,400	2,400	2,400	2,400	2,400	0%	-	0%	-	0%	-	40%	960	40%	960	20%	480	2,400	0%	-	0%	-	0%	-	0%	-	-
Water Production	Repair and Maintenance	R&M Wells	325,000	325,000	325,000	325,000	325,000	325,000	0%	-	0%	-	0%	-	40%	130,000	40%	130,000	20%	65,000	325,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	General Supplies	General Office Supplies	400	400	400	400	400	400	0%	-	0%	-	0%	-	40%	160	40%	160	20%	80	400	0%	-	0%	-	0%	-	0%	-	-
Water Production	General Supplies	Computers and Software Licensing	10,000	10,000	10,000	10,000	10,000	10,000	0%	-	0%	-	0%	-	40%	4,000	40%	4,000	20%	2,000	10,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	General Supplies	Uniform Purchase	600	600	600	600	600	600	0%	-	0%	-	0%	-	40%	240	40%	240	20%	120	600	0%	-	0%	-	0%	-	0%	-	-
Water Production	General Supplies	Safety Apparel/Equipment	3,000	3,000	3,000	3,000	3,000	3,000	0%	-	0%	-	0%	-	40%	1,200	40%	1,200	20%	600	3,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	General Supplies	Paint and Painting Supplies	1,500	1,500	1,500	1,500	1,500	1,500	0%	-	0%	-	0%	-	40%	600	40%	600	20%	300	1,500	0%	-	0%	-	0%	-	0%	-	-
Water Production	General Supplies	Other Supplies	20,000	20,000	20,000	20,000	20,000	20,000	0%	-	0%	-	0%	-	40%	8,000	40%	8,000	20%	4,000	20,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	Water & Sewer Supplies/Equipment	Chemicals	100,500	100,500	100,500	100,500	100,500	100,500	0%	-	0%	-	0%	-	40%	40,200	40%	40,200	20%	20,100	100,500	0%	-	0%	-	0%	-	0%	-	-
Water Production	Water & Sewer Supplies/Equipment	Water System Supplies	156,650	156,650	156,650	156,650	156,650	156,650	0%	-	0%	-	0%	-	40%	62,660	40%	62,660	20%	31,330	156,650	0%	-	0%	-	0%	-	0%	-	-
Water Production	Vehicle/Equipment Supplies	Gas, Oil, and Lubricants	15,000	15,000	15,000	15,000	15,000	15,000	0%	-	0%	-	0%	-	40%	6,000	40%	6,000	20%	3,000	15,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	Vehicle/Equipment Supplies	Small Tools and Instruments	3,500	3,500	3,500	3,500	3,500	3,500	0%	-	0%	-	0%	-	40%	1,400	40%	1,400	20%	700	3,500	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Water Sys. Improve/Major Main.	117,910	117,910	117,910	117,910	117,910	117,910	0%	-	0%	-	0%	-	40%	47,164	40%	47,164	20%	23,582	117,910	0%	-	0%	-	0%	-	0%	-	-
Water Production	Transfers	Transfer Out 530	37,230	37,230	37,230	37,230	37,230	37,230	0%	-	0%	-	0%	-	40%	14,892	40%	14,892	20%	7,446	37,230	0%	-	0%	-	0%	-	0%	-	-
Water Production	Interdepartmental Charges	Internal Printing/Copy Charges	140	140	140	140	140	140	0%	-	0%	-	0%	-	40%	56	40%	56	20%	28	140	0%	-	0%	-	0%	-	0%	-	-
Water Production	Interdepartmental Charges	Risk Management Charges	16,430	16,430	16,430	16,430	16,430	16,430	0%	-	0%	-	0%	-	40%	6,572	40%	6,572	20%	3,286	16,430	0%	-	0%	-	0%	-	0%	-	-
Water Production	Interdepartmental Charges	Equipment Management Charges	28,340	28,340	28,340	28,340	28,340	28,340	0%	-	0%	-	0%	-	40%	11,336	40%	11,336	20%	5,668	28,340	0%	-	0%	-	0%	-	0%	-	-
Water Production	Interdepartmental Charges	Administrative Charges	77,460	77,460	77,460	77,460	77,460	77,460	0%	-	0%	-	0%	-	40%	30,984	40%	30,984	20%	15,492	77,460	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Communication Equipment	20,000	20,000	20,000	20,000	20,000	20,000	0%	-	0%	-	0%	-	40%	8,000	40%	8,000	20%	4,000	20,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	Interdepartmental Charges	General Government Charge	49,470	49,470	49,470	49,470	49,470	49,470	0%	-	0%	-	0%	-	40%	19,788	40%	19,788	20%	9,894	49,470	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Training	6,000	6,000	6,000	6,000	6,000	6,000	0%	-	0%	-	0%	-	40%	2,400	40%	2,400	20%	1,200	6,000	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Memberships	100	100	100	100	100	100	0%	-	0%	-	0%	-	40%	40	40%	40	20%	20	100	0%	-	0%	-	0%	-	0%	-	-
Water Production	Other Contractual	Publication of Legal Notices	500	500	500	500	500	500	0%	-	0%	-	0%	-	40%	200	40%	200	20%	100	500	0%	-	0%	-	0%	-	0%	-	-
Wastewater Collection	Salaries & Wages	Salaries and Wages	338,570	341,956	345,375	348,829	352,317	345,409	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	345,409	0%	-	345,409
Wastewater Collection	Salaries & Wages	Cellular Phone Stipend	3,000	3,030	3,060	3,091	3,122	3,061	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	3,061	0%	-	3,061
Wastewater Collection	Salaries & Wages	Overtime Pay	14,500	14,645	14,791	14,939	15,089	14,793	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	14,793	0%	-	14,793
Wastewater Collection	Employee Benefits	O.A.S.D.I.	21,650	22,516	23,417	24,353	25,327	23,453	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	23,453	0%	-	23,453
Wastewater Collection	Employee Benefits	Az State Retirement	37,500	39,000	40,560	42,182	43,870	40,622	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	40,622	0%	-	40,622
Wastewater Collection	Employee Benefits	Workers' Compensation	7,200	7,488	7,788	8,099	8,423	7,800	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	7,800	0%	-	7,800
Wastewater Collection	Employee Benefits	Medicare	5,070	5,273	5,484	5,703	5,931	5,492	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	5,492	0%	-	5,492
Wastewater Collection	Employee Health & Dental	Short-Term Disability	1,240	1,252	1,265	1,278	1,290	1,265	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	1,265	0%	-	1,265
Wastewater Collection	Employee Health & Dental	Health Insurance	56,300	56,863	57,432	58,006	58,586	57,437	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	57,437	0%	-	57,437
Wastewater Collection	Employee Health & Dental	Life Insurance	1,810	1,828	1,846	1,865	1,883	1,847	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	1,847	0%	-	1,847
Wastewater Collection	Employee Health & Dental	Dental Insurance	4,840	4,888	4,937	4,987	5,037	4,938	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	4,938	0%	-	4,938
Wastewater Collection	Other Contractual	Other Professional Svcs.	10,000	10,000	10,000	10,000	10,000	10,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	10,000	0%	-	10,000
Wastewater Collection	Other Contractual	Other Fees	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Collection	Other Contractual	Rental Construction Equipment	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Collection	Other Contractual	Uniform Rental	2,000	2,000	2,000	2,000	2,000	2,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	2,000	0%	-	2,000
Wastewater Collection	Utility Expenses	Telephone/Internet Service	890	890	890	890	890	890	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	890	0%	-	890
Wastewater Collection	Utility Expenses	Refuse Collection	2,500	2,500	2,500	2,500	2,500	2,500	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	2,500	0%	-	2,500
Wastewater Collection	Repair and Maintenance	R&M Machinery and Equipment	5,000	5,000	5,000	5,000	5,000	5,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	5,000	0%	-	5,000
Wastewater Collection	Repair and Maintenance	Wastewater Collection System	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Collection	Repair and Maintenance	Sewer Line Maintenance	45,000	45,000	45,000	45,000	45,000	45,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	45,000	0%	-	45,000
Wastewater Collection	General Supplies	General Office Supplies	460	460	460	460	460	460	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	460	0%	-	460
Wastewater Collection	General Supplies	Computers and Software Licensing	800	800	800	800	800	800	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	800	0%	-	800
Wastewater Collection	General Supplies	Uniform Purchase	700	700	700	700	700	700	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	700	0%	-	700
Wastewater Collection	General Supplies	Safety Apparel/Equipment	5,000	5,000	5,000	5,000	5,000	5,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	5,000	0%	-	5,000
Wastewater Collection	General Supplies	Paint and Painting Supplies	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Collection	General Supplies	Other Supplies	8,000	8,000	8,000	8,000	8,000	8,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	8,000	0%	-	8,000
Wastewater Collection	Water & Sewer Supplies/Equipment	Chemicals	100,000	100,000	100,000	100,000	100,000	100,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	100,000	0%	-	100,000
Wastewater Collection	Vehicle/Equipment Supplies	Parts	24,000	24,000	24,000	24,000	24,000	24,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	24,000	0%	-	24,000
Wastewater Collection	Vehicle/Equipment Supplies	Small Tools and Instruments	4,000	4,000	4,000	4,000	4,000	4,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	4,000	0%	-	4,000
Wastewater Collection	Transfers	Transfer Out 531	81,600	81,600	81,600	81,600	81,600	81,600	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	81,600	0%	-	81,600
Wastewater Collection	Interdepartmental Charges	Internal Printing/Copy Charges	100	100	100	100	100	100	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	100	0%	-	100
Wastewater Collection	Interdepartmental Charges	Risk Management Charges	35,530	35,530	35,530	35,530	35,530	35,530	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	35,530	0%	-	35,530
Wastewater Collection	Interdepartmental Charges	Equipment Management Charges	53,270	53,270	53,270	53,270	53,270	53,270	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	53,270	0%	-	53,270
Wastewater Collection	Interdepartmental Charges	Administrative Charges	366,360	366,360	366,360	366,360	366,360	366,360	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	366,360	0%	-	366,360
Wastewater Collection	Interdepartmental Charges	General Government Charge	26,540	26,540	26,540	26,540	26,540	26,540	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	26,540	0%	-	26,540
Wastewater Collection	Other Contractual	Training	7,000	7,000	7,000	7,000	7,000	7,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	7,000	0%	-	7,000
Wastewater Collection	Other Contractual	Meeting Expense	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Administration	Salaries & Wages	Salaries and Wages	121,080	122,291	123,514	124,749	125,996	123,526	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	123,526	0%	-	0%	-	0%	-	123,526
Wastewater Administration	Salaries & Wages	Cellular Phone Stipend	3,600	3,636	3,672	3,709	3,746	3,673	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	3,673	0%	-	0%	-	0%	-	3,673
Wastewater Administration	Employee Benefits	O.A.S.D.I.	7,470	7,769	8,080	8,403	8,739	8,092	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	8,092	0%	-	0%	-	0%	-	8,092
Wastewater Administration	Employee Benefits	Az State Retirement	13,250	13,780	14,331	14,904	15,501	14,353	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	14,353	0%	-	0%	-	0%	-	14,353
Wastewater Administration	Employee Benefits	Workers' Compensation	210	218	227	236	246	227	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	227	0%	-	0%	-	0%	-	227
Wastewater Administration	Employee Benefits	Medicare	1,790	1,862	1,936	2,014	2,094	1,939	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	1,939	0%	-	0%	-	0%	-	1,939
Wastewater Administration	Employee Health & Dental	Short-Term Disability	450	455	459	464	468	459	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	459	0%	-	0%	-	0%	-	459
Wastewater Administration	Employee Health & Dental	Health Insurance	10,090	10,191	10,293	10,396	10,500	10,294	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	10,294	0%	-	0%	-	0%	-	10,294
Wastewater Administration	Employee Health & Dental	Life Insurance	890	899	908	917	926	908	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	908	0%	-	0%	-	0%	-	908
Wastewater Administration	Employee Health & Dental	Dental Insurance	810	818	826	835	843	826	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	826	0%	-	0%	-	0%	-	826
Wastewater Administration	Financial Services	Finance and Banking Fees	29,870	29,870	29,870	29,870	29,870	29,870	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	29,870	0%	-	0%	-	0%	-	29,870
Wastewater Administration	Other Contractual	Other Professional Svcs.	100,900	100,900	100,900	100,900	100,900	100,900	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	100,900	0%	-	0%	-	0%	-	100,900
Wastewater Administration	Other Contractual	Other Fees	1,000	1,000	1,000	1,000	1,000	1,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	1,000	0%	-	0%	-	0%	-	1,000
Wastewater Administration	Utility Expenses	Telephone/Internet Service	8,340	8,340	8,340	8,340	8,340	8,340	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	8,340	0%	-	0%	-	0%	-	8,340
Wastewater Administration	General Supplies	General Office Supplies	490	490	490	490	490	490	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	490	0%	-	0%	-	0%	-	490
Wastewater Administration	General Supplies	Books and Pamphlets	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	-	0%	-	0%	-	0%	-	-
Wastewater Administration	General Supplies	Office Equipment	1,000	1,000	1,000	1,000	1,000	1,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	1,000	0%	-	0%	-	0%	-	1,000
Wastewater Administration	General Supplies	Computers and Software Licensing	10,000	10,000	10,000	10,000	10,000	10,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	10,000	0%	-	0%	-	0%	-	10,000
Wastewater Administration	General Supplies	Uniform Purchase	500	500	500	500	500	500	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	500	0%	-	0%	-	0%	-	500

City of Avondale, Arizona
Cost of Service Analysis
Allocation of Annual Costs to Cost Components

Allocation to Water/Sewer and Cost Components

Transfer Ops Costs

									Water														Sewer								
									Customer Charge		Base Charge		Volume Charge										Customer Charge		Base Charge						
									Billing, Collection, Meter Reading		Meter Repair and Maintenance		Wells		Pumping & Storage		Transmission/Distribution		Treatment		Total Water	Billing, Collection, Meter Reading		Meter Repair and Maintenance		Collection		Treatment		Total Sewer
Description	Description	Description	2012	2013	2014	2015	2016	5 Yr Average	%	$	%	$	%	$	%	$	%	$	%	$	Total	%	$	%	$	%	$	%	$	Total
Wastewater Administration	capital equipment	Vehicles	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	-	0%	-	0%	-	0%	-	-
Wastewater Administration	Interdepartmental Charges	Internal Printing/Copy Charges	1,060	1,060	1,060	1,060	1,060	1,060	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	1,060	0%	-	0%	-	0%	-	1,060
Wastewater Administration	Interdepartmental Charges	Risk Management Charges	3,040	3,040	3,040	3,040	3,040	3,040	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	3,040	0%	-	0%	-	0%	-	3,040
Wastewater Administration	Interdepartmental Charges	Administrative Charges	72,740	72,740	72,740	72,740	72,740	72,740	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	72,740	0%	-	0%	-	0%	-	72,740
Wastewater Administration	Interdepartmental Charges	Facilities Maintenance Charges	42,340	42,340	42,340	42,340	42,340	42,340	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	42,340	0%	-	0%	-	0%	-	42,340
Wastewater Administration	Interdepartmental Charges	General Government Charge	39,740	39,740	39,740	39,740	39,740	39,740	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	39,740	0%	-	0%	-	0%	-	39,740
Wastewater Administration	Debt Service	Bond Redemption	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	-	0%	-	0%	-	0%	-	-
Wastewater Administration	Debt Service	Bond Interest Payments	310,530	310,530	310,530	310,530	310,530	310,530	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	310,530	0%	-	0%	-	0%	-	310,530
Wastewater Administration	Transfers	Transfer Out 513--Sewer Development	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	-	0%	-	0%	-	0%	-	-
Wastewater Administration	Contingency	Contingency	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	-	0%	-	0%	-	0%	-	-
Wastewater Administration	Other Contractual	Mileage Reimbursement	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	-	0%	-	0%	-	0%	-	-
Wastewater Administration	Other Contractual	Training	3,000	3,000	3,000	3,000	3,000	3,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	3,000	0%	-	0%	-	0%	-	3,000
Wastewater Administration	Other Contractual	Printing	500	500	500	500	500	500	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	500	0%	-	0%	-	0%	-	500
Wastewater Administration	Other Contractual	Memberships	2,000	2,000	2,000	2,000	2,000	2,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	2,000	0%	-	0%	-	0%	-	2,000
Wastewater Administration	Other Contractual	Meeting Expense	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	-	0%	-	0%	-	0%	-	-
Wastewater Lift Stations	Other Contractual	Other Professional Svcs.	4,000	4,000	4,000	4,000	4,000	4,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	4,000	0%	-	4,000
Wastewater Lift Stations	Other Contractual	Rental Construction Equipment	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Lift Stations	Other Contractual	R&M Communication Equipment	31,340	31,340	31,340	31,340	31,340	31,340	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	31,340	0%	-	31,340
Wastewater Lift Stations	Utility Expenses	Electricity	45,000	45,000	45,000	45,000	45,000	45,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	45,000	0%	-	45,000
Wastewater Lift Stations	Utility Expenses	Gas	1,000	1,000	1,000	1,000	1,000	1,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	1,000	0%	-	1,000
Wastewater Lift Stations	Maintenance Contracts	Contractual Maint./Radio&Comm.	10,000	10,000	10,000	10,000	10,000	10,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	10,000	0%	-	10,000
Wastewater Lift Stations	Repair and Maintenance	Wastewater Collection System	8,000	8,000	8,000	8,000	8,000	8,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	8,000	0%	-	8,000
Wastewater Lift Stations	Repair and Maintenance	Sewer Line Maintenance	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Lift Stations	General Supplies	Electrical Supplies	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Lift Stations	General Supplies	Other Supplies	20,000	20,000	20,000	20,000	20,000	20,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	20,000	0%	-	20,000
Wastewater Lift Stations	Vehicle/Equipment Supplies	Gas, Oil, and Lubricants	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	-	0%	-	-
Wastewater Lift Stations	Vehicle/Equipment Supplies	Small Tools and Instruments	3,000	3,000	3,000	3,000	3,000	3,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	3,000	0%	-	3,000
Wastewater Lift Stations	Interdepartmental Charges	Risk Management Charges	1,390	1,390	1,390	1,390	1,390	1,390	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	1,390	0%	-	1,390
Wastewater Lift Stations	Interdepartmental Charges	Administrative Charges	8,690	8,690	8,690	8,690	8,690	8,690	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	8,690	0%	-	8,690
Wastewater Lift Stations	Interdepartmental Charges	General Government Charge	1,690	1,690	1,690	1,690	1,690	1,690	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	100%	1,690	0%	-	1,690
Water Reclamation Facility	Salaries & Wages	Salaries and Wages	536,100	541,461	546,876	552,344	557,868	546,930	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	109,386	80%	437,544	546,930
Water Reclamation Facility	Salaries & Wages	Cellular Phone Stipend	1,200	1,212	1,224	1,236	1,249	1,224	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	245	80%	979	1,224
Water Reclamation Facility	Salaries & Wages	Overtime Pay	70,000	70,700	71,407	72,121	72,842	71,414	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	14,283	80%	57,131	71,414
Water Reclamation Facility	Employee Benefits	O.A.S.D.I.	36,200	37,648	39,154	40,720	42,349	39,214	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	7,843	80%	31,371	39,214
Water Reclamation Facility	Employee Benefits	Az State Retirement	65,030	67,631	70,336	73,150	76,076	70,445	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	14,089	80%	56,356	70,445
Water Reclamation Facility	Employee Benefits	Workers' Compensation	13,350	13,884	14,439	15,017	15,618	14,462	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	2,892	80%	11,569	14,462
Water Reclamation Facility	Employee Benefits	Medicare	8,480	8,819	9,172	9,539	9,920	9,186	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	1,837	80%	7,349	9,186
Water Reclamation Facility	Employee Health & Dental	Short-Term Disability	1,890	1,909	1,928	1,947	1,967	1,928	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	386	80%	1,543	1,928
Water Reclamation Facility	Employee Health & Dental	Health Insurance	77,530	78,305	79,088	79,879	80,678	79,096	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	15,819	80%	63,277	79,096
Water Reclamation Facility	Employee Health & Dental	Life Insurance	2,680	2,707	2,734	2,761	2,789	2,734	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	547	80%	2,187	2,734
Water Reclamation Facility	Employee Health & Dental	Dental Insurance	7,260	7,333	7,406	7,480	7,555	7,407	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	1,481	80%	5,925	7,407
Water Reclamation Facility	Other Contractual	Laboratory Fees	70,000	70,000	70,000	70,000	70,000	70,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	14,000	80%	56,000	70,000
Water Reclamation Facility	Other Contractual	Other Professional Svcs.	350,000	350,000	350,000	350,000	350,000	350,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	70,000	80%	280,000	350,000
Water Reclamation Facility	Other Contractual	Other Fees	12,000	12,000	12,000	12,000	12,000	12,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	2,400	80%	9,600	12,000
Water Reclamation Facility	Other Contractual	Postage	500	500	500	500	500	500	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	100	80%	400	500
Water Reclamation Facility	Other Contractual	Rental Construction Equipment	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	Other Contractual	Uniform Rental	4,000	4,000	4,000	4,000	4,000	4,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	800	80%	3,200	4,000
Water Reclamation Facility	Other Contractual	Other Rents	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	Other Contractual	R&M Other	202,000	202,000	202,000	202,000	202,000	202,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	40,400	80%	161,600	202,000
Water Reclamation Facility	Other Contractual	R&M Communication Equipment	44,900	44,900	44,900	44,900	44,900	44,900	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	8,980	80%	35,920	44,900
Water Reclamation Facility	Utility Expenses	Telephone/Internet Service	3,680	3,680	3,680	3,680	3,680	3,680	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	736	80%	2,944	3,680
Water Reclamation Facility	Utility Expenses	Long Distance Phone Service	2,210	2,210	2,210	2,210	2,210	2,210	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	442	80%	1,768	2,210
Water Reclamation Facility	Utility Expenses	Electricity	500,300	500,300	500,300	500,300	500,300	500,300	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	100,060	80%	400,240	500,300
Water Reclamation Facility	Utility Expenses	Gas	13,000	13,000	13,000	13,000	13,000	13,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	2,600	80%	10,400	13,000
Water Reclamation Facility	Utility Expenses	Water	13,000	13,000	13,000	13,000	13,000	13,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	2,600	80%	10,400	13,000
Water Reclamation Facility	Maintenance Contracts	Contractual Maint./Radio&Comm.	2,000	2,000	2,000	2,000	2,000	2,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	400	80%	1,600	2,000
Water Reclamation Facility	Maintenance Contracts	Contractual Maint/Bldg & Groun	10,000	10,000	10,000	10,000	10,000	10,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	2,000	80%	8,000	10,000
Water Reclamation Facility	Repair and Maintenance	R&M Machinery and Equipment	12,500	12,500	12,500	12,500	12,500	12,500	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	2,500	80%	10,000	12,500
Water Reclamation Facility	Repair and Maintenance	R&M Buildings	4,000	4,000	4,000	4,000	4,000	4,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	800	80%	3,200	4,000
Water Reclamation Facility	General Supplies	General Office Supplies	1,500	1,500	1,500	1,500	1,500	1,500	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	300	80%	1,200	1,500
Water Reclamation Facility	General Supplies	Books and Pamphlets	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	General Supplies	Janitorial Supplies	1,000	1,000	1,000	1,000	1,000	1,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	200	80%	800	1,000
Water Reclamation Facility	General Supplies	Computers and Software Licensing	1,500	1,500	1,500	1,500	1,500	1,500	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	300	80%	1,200	1,500
Water Reclamation Facility	General Supplies	Other Equipment	4,000	4,000	4,000	4,000	4,000	4,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	800	80%	3,200	4,000
Water Reclamation Facility	General Supplies	Uniform Purchase	900	900	900	900	900	900	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	180	80%	720	900
Water Reclamation Facility	General Supplies	Safety Apparel/Equipment	3,000	3,000	3,000	3,000	3,000	3,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	600	80%	2,400	3,000
Water Reclamation Facility	General Supplies	Electrical Supplies	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	General Supplies	Bldg & Construction Materials	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	General Supplies	Other Supplies	40,000	40,000	40,000	40,000	40,000	40,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	8,000	80%	32,000	40,000
Water Reclamation Facility	Water & Sewer Supplies/Equipment	Testing Materials/Lab Supplies	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	Water & Sewer Supplies/Equipment	Chemicals	530,000	530,000	530,000	530,000	530,000	530,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	106,000	80%	424,000	530,000
Water Reclamation Facility	Water & Sewer Supplies/Equipment	Testing Materials/Lab Supplies	25,000	25,000	25,000	25,000	25,000	25,000	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	5,000	80%	20,000	25,000
Water Reclamation Facility	Vehicle/Equipment Supplies	Gas, Oil, and Lubricants	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	Vehicle/Equipment Supplies	Small Tools and Instruments	-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	Transfers	Transfer Out 531	32,830	32,830	32,830	32,830	32,830	32,830	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	6,566	80%	26,264	32,830
Water Reclamation Facility	Interdepartmental Charges	Internal Printing/Copy Charges	190	190	190	190	190	190	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	38	80%	152	190
Water Reclamation Facility	Interdepartmental Charges	Risk Management Charges	56,350	56,350	56,350	56,350	56,350	56,350	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	11,270	80%	45,080	56,350
Water Reclamation Facility	Interdepartmental Charges	Equipment Management Charges	13,920	13,920	13,920	13,920	13,920	13,920	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	2,784	80%	11,136	13,920
Water Reclamation Facility	Interdepartmental Charges	Administrative Charges	102,440	102,440	102,440	102,440	102,440	102,440	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	20,488	80%	81,952	102,440

City of Avondale, Arizona
Cost of Service Analysis
Allocation of Annual Costs to Cost Components

Allocation to Water/Sewer and Cost Components

Transfer Ops Costs

									Water													Sewer								
									Customer Charge		Base Charge		Volume Charge									Customer Charge		Base Charge						
									Billing, Collection, Meter Reading		Meter Repair and Maintenance		Wells		Pumping & Storage		Transmission/Distribution		Treatment		Total Water	Billing, Collection, Meter Reading		Meter Repair and Maintenance		Collection		Treatment		Total Sewer
Description	Description	Description	2012	2013	2014	2015	2016	5 Yr Average	%	$	%	$	%	$	%	$	%	$	%	$	Total	%	$	%	$	%	$	%	$	Total
Water Reclamation Facility	Interdepartmental Charges	Facilities Maintenance Charges	25,640	25,640	25,640	25,640	25,640	25,640	0%	-	0%		0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	5,128	80%	20,512	25,640
Water Reclamation Facility	Interdepartmental Charges	General Government Charge	47,480	47,480	47,480	47,480	47,480	47,480	0%	-	0%		0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	9,496	80%	37,984	47,480
Water Reclamation Facility	Other Contractual	Mileage Reimbursement	-	-	-	-	-	-	0%	-	0%		0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	Other Contractual	Training	4,200	4,200	4,200	4,200	4,200	4,200	0%	-	0%		0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	840	80%	3,360	4,200
Water Reclamation Facility	Other Contractual	Printing	-	-	-	-	-	-	0%	-	0%		0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	-	80%	-	-
Water Reclamation Facility	Other Contractual	Memberships	250	250	250	250	250	250	0%	-	0%		0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	20%	50	80%	200	250
Water																														
One-Time O&M Costs from Capital Projects				-	-	-	-	-	10%	-	30%	-	10%	-	10%	-	10%	-	30%	-	-	0%		0%		0%		0%		-
Cumulative Ongoing O&M Costs from Capital Projects				650,000	650,000	650,000	650,000	650,000	10%	65,000	10%	65,000	10%	65,000	20%	130,000	20%	130,000	30%	195,000	650,000	0%		0%		0%		0%		-
One-Time O&M Costs from New Programs			-	600,000	325,000	-	-	185,000	65%	120,250	7%	12,950	0%	-	28%	51,800	0%	-	0%	-	185,000	0%		0%		0%		0%		-
Additional O&M From New Programs			-	525,000	1,300,000	1,790,000	1,843,700	1,091,740	30%	327,522	11%	120,091	36%	393,026	11%	120,091	8%	87,339	4%	43,670	1,091,740	0%		0%		0%		0%		-
Sewer																														
Cumulative Ongoing O&M Costs from Capital Projects-Sewer			-	578,180	578,180	1,133,667	1,497,636	757,533	0%		0%		0%		0%		0%		0%			10%	75,753	0%	-	40%	303,013	50%	378,766	757,533
Onetme Operating Capital			-	-	292,000	421,500	588,000	260,300	0%		0%		0%		0%		0%		0%			10%	26,030	0%	-	70%	182,210	20%	52,060	260,300
Cumulative Ongoing O&M Costs from New Programs			-	950,000	1,025,000	1,100,000	1,133,000	841,600	0%		0%		0%		0%		0%		0%			10%	84,160	0%	-	61%	513,376	29%	244,064	841,600
Additional Operating Capital for New Programs			-	-	-	-	-	-	0%		0%		0%		0%		0%		0%			10%	-	0%	-	50%	-	40%	-	-
Debt Service																														
Existing - Water Debt			138,996	150,511	116,584	38,072	37,921	96,417	0%	-	0%	-	25%	24,104	25%	24,104	25%	24,104	25%	24,104	96,417	0%	-	0%	-	0%	-	0%	-	-
Existing - Wastewater Debt			2,203,955	1,767,833	653,415	650,029	824,792	1,220,005	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%	-	0%	-	50%	610,002	50%	610,002	1,220,005
New - Water Revenue Bonds			-	-	-	-		-	10%	-	0%	-	40%	-	10%	-	30%	-	10%	-	-	0%	-	0%	-	0%	-	0%	-	-
New Wastewater Sewer Revenue Bonds			-	-	209,830	209,830	647,321	213,396	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	15%	32,009	0%	-	10%	21,340	75%	160,047	213,396
Cash Funded Capital Projects																														
Cash Funded Capital Projects - Water			-	-	-	-	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		
Cash Funded Capital Projects - Wastewater			-	-	-	-	-	-	0%		0%		0%		0%		0%		0%		-	0%	-	0%	-	0%	-	0%	-	-
Recurring Non Rate Revenue Offsets																														
Avondale Water - Penalties-Utility Bills			-	-	-	-	-	-	100%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	0%		0%		0%		0%		
Avondale Water - Water Meter Installation			(20,290)	(20,696)	(21,317)	(21,956)	(22,615)	(21,375)	0%	-	100%	(21,375)	0%	-	0%	-	0%	-	0%	-	(21,375)	0%		0%		0%		0%		
Avondale Water - Turn-on Fees			(74,401)	(74,401)	(74,401)	(74,401)	(74,401)	(74,401)	100%	(74,401)	0%	-	0%	-	0%	-	0%	-	0%	-	(74,401)	0%		0%		0%		0%		
Avondale Water - Other Miscellaneous Revenue			(117,077)	(117,077)	(117,077)	(117,077)	(117,077)	(117,077)	100%	(117,077)	0%	-	0%	-	0%	-	0%	-	0%	-	(117,077)	0%		0%		0%		0%		
Avondale Wastewater - Sewer Taps			(12,900)	(12,900)	(12,900)	(12,900)	(12,900)	(12,900)	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	-	100%	(12,900)	0%	-	0%	-	0%	-	(12,900)
			17,318,183	20,394,784	20,384,959	21,291,114	22,584,870	20,524,782	6.3%	763,667	22.6%	2,723,962	18%	2,196,109	16%	1,871,692	20%	2,467,627	17%	2,033,138	12,056,195	#####	996,400	0%	-	43%	3,644,583	45%	3,827,604	8,468,587
																Allocation of Rev Requirement to Water					**59.0%**				**Allocation of Rev Requirement to Sewer**					**41%**

City of Avondale, Arizona
Revenue Sufficiency Analysis
Pro-Forma and Cash Flow Analysis - By Fund

	Water Operating Fund	**FY 12**	**FY 13**	**FY 14**	**FY 15**	**FY 16**	**FY 17**
2	**Beginning Unrestricted Balances**	**22,708,024**	**22,411,399**	**19,945,130**	**11,972,851**	**9,904,687**	**9,936,738**
3							
4	Water Rate Revenue	10,750,032	11,074,683	11,522,100	12,105,118	12,717,637	13,361,149
5	Plus: Growth	1%	2%	3%	3%	3%	3%
6	Water Rate Revenue After Growth	10,857,532	11,296,176	11,867,763	12,468,271	13,099,166	13,761,984
7	**Pct Change in Water Rates**	**2.00%**	**2.00%**	**2.00%**	**2.00%**	**2.00%**	**0.65%**
8	Pct of Year Rate Increase Effective	50%	50%	50%	50%	50%	50%
9	Water Rate Revenue After Growth and Rate Increase	10,966,107	11,409,138	11,986,440	12,592,954	13,230,158	13,806,685
10	Other Revenue	211,767	211,767	211,767	211,767	211,767	211,767
11	Interest Income	225,597	211,783	143,631	98,921	90,230	95,600
12	Total Revenue	11,403,472	11,832,688	12,341,839	12,903,642	13,532,155	14,114,052
13	O&M	(10,002,910)	(10,705,117)	(11,520,728)	(12,052,246)	(12,148,400)	(12,247,129)
14	Debt Service	(138,996)	(150,511)	(116,584)	(142,913)	(142,762)	(1,271,253)
15	Capital Outlay	(562,760)	(1,162,760)	(887,760)	(562,760)	(562,760)	(562,760)
16	Cash Funded Capital	(995,430)	(2,280,569)	(7,789,045)	(2,213,887)	(646,182)	(44,701)
17	**Net Cash Flow**	**(296,624)**	**(2,466,269)**	**(7,972,279)**	**(2,068,164)**	**32,051**	**(11,791)**
18							
19	**Ending Unrestricted Balances**	**22,411,399**	**19,945,130**	**11,972,851**	**9,904,687**	**9,936,738**	**9,924,947**
20							
21	**Sewer Operating Fund**	**FY 12**	**FY 13**	**FY 14**	**FY 15**	**FY 16**	**FY 17**
22	**Beginning Unrestricted Balances**	**12,289,591**	**8,394,879**	**5,230,331**	**3,062,139**	**3,273,170**	**2,993,234**
23							
24	Sewer Rate Revenue	7,025,929	7,273,593	7,641,637	8,107,012	8,558,978	9,080,220
25	Plus: Growth	1%	2%	3%	3%	3%	3%
26	Sewer Rate Revenue After Growth	7,096,188	7,419,065	7,870,886	8,350,223	8,815,748	9,352,627
27	**Pct Change in Sewer Rates**	**2.50%**	**3.00%**	**3.00%**	**2.50%**	**3.00%**	**2.56%**
28	Pct of Year Rate Increase Effective	50%	50%	50%	50%	50%	50%
29	Sewer Rate Revenue After Growth and Rate Increase	7,184,891	7,530,351	7,988,949	8,454,601	8,947,984	9,472,417
30	Other Revenue	95,123	95,123	95,123	95,123	95,123	95,123
31	Interest Income	118,898	83,601	52,188	44,325	45,984	48,748
32	Total Revenue	7,398,911	7,709,075	8,136,260	8,594,049	9,089,091	9,616,288
33	O&M	(4,578,672)	(6,081,596)	(6,175,394)	(6,808,489)	(7,215,558)	(7,338,989)
34	Debt Service	(2,203,955)	(1,767,833)	(863,245)	(859,859)	(1,472,112)	(1,470,427)
35	Capital Outlay	(110,997)	(110,997)	(394,237)	(519,852)	(681,357)	(350,102)
36	Cash Funded Capital	(4,400,000)	(2,913,198)	(2,871,577)	(194,817)	-	(119,790)
37	**Net Cash Flow**	**(3,894,712)**	**(3,164,548)**	**(2,168,192)**	**211,032**	**(279,937)**	**336,980**
38							
39	**Ending Unrestricted Balances**	**8,394,879**	**5,230,331**	**3,062,139**	**3,273,170**	**2,993,234**	**3,330,214**
40							
41	**Summary Results of Combined Water and Sewer Fund**	**FY 12**	**FY 13**	**FY 14**	**FY 15**	**FY 16**	**FY 17**
42	Debt Service Coverage Calculation						
43	Rate Revenue	18,150,998	18,939,489	19,975,389	21,047,555	22,178,142	23,279,101
44	Other Revenue	306,891	306,891	306,891	306,891	306,891	306,891
45	Interest Income	344,495	295,384	195,819	143,246	136,214	144,348
46	Total Revenue	18,802,383	19,541,763	20,478,099	21,497,691	22,621,246	23,730,340
47	O&M	(14,581,582)	(16,786,713)	(17,696,122)	(18,860,735)	(19,363,958)	(19,586,118)
48	Net Income	4,220,801	2,755,050	2,781,977	2,636,956	3,257,288	4,144,222
49	Debt Service - Existing	2,342,951	1,918,344	979,829	1,002,772	1,614,874	2,741,680
50	**Debt Service Coverage**	**1.80**	**1.44**	**2.84**	**2.63**	**2.02**	**1.51**
51							
52	**Summary of Increase in Rate Revenue (excluding Growth related increases)**						
53	Total Full Year Rate Revenue Increase (excluding Growth)	18,166,609	18,787,977	19,623,428	20,656,908	21,787,737	22,760,769
54	Total Rate Revenue Before Rate Increase	17,775,961	18,348,275	19,163,736	20,212,130	21,276,615	22,441,369
55	**Annual Pct Rate Revenue Increase**	**2.20%**	**2.40%**	**2.40%**	**2.20%**	**2.40%**	**1.42%**
56	Revenue Requirement Water Allocation	60.6%	59.8%	62.6%	60.7%	57.6%	60.4%
57	Revenue Requirement Sewer Allocation	39.4%	40.2%	37.4%	39.3%	42.4%	39.6%

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

Raw Project Amounts

Project Type	Eligible Project Funding Sources: Oper Fund	Water Development Bond Funds	Restricted for Excise Tax Bo	% Related to Expansion of System Capacity	Project Desription	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
DIST	**Y**	**Y**	**Y**	**Y**	100% WA1057-Citywide Water Improvements	800,000	400,000	400,000	400,000	400,000	400,000
GEN	Y	N	Y	Y	100% WA1061-Water System Security Implementation	300,000	-	-	-	-	-
DIST	Y	Y	Y	Y	100% WA1078-Water Oversize Buy-Ins/ Dev. Reimbursement	400,000	-	-	-	-	-
SOS	Y	Y	Y	Y	100% WA1081-Central Arizona Project water purchase	200,000	-	-	-	-	-
SOS	Y	Y	Y	Y	100% WA1090-AG Well South of I-10/East of Agua Fria	-	-	-	-	570,000	1,200,000
TRT	Y	Y	Y	Y	50% WA1068-Well Head Treatment	-	-	**1,200,000**	-	-	-
SOS	Y	Y	Y	Y	100% WA1131-Pylman Well at Lower Buckeye	-	-	-	-	500,000	1,500,000
DIST	Y	N	Y	Y	50% WA1132-Thomas Road - 103rd to 99th Water Line Improvement	1,200,000	-	-	-	-	-
DIST	Y	N	Y	Y	50% WA1133-99th Avenue Water Line - Thomas to McDowell	800,000	-	-	-	-	-
DIST	Y	Y	Y	Y	100% WA1135-McDowell Rd-El Mirage to Avondale Blvd Water Line	-	500,000	-	-	-	-
TRANS	Y	Y	Y	Y	100% WA1139-Water Line on Avondale Blvd.- Lower Buckeye to Gila River	2,800,000	-	**1,000,000**	-	-	-
TRANS	Y	Y	Y	Y	100% WA1140-Indian Springs Rd. Gila River to El Mirage Rd	500,000	-	-	-	-	-
SOS	Y	Y	Y	Y	100% WA1141-SRP Paired Well at 119th and Whyman	650,000	-	-	-	-	-
SOS	Y	Y	Y	Y	100% WA1142-Lakin Well at 112th and Buckeye	-	-	-	-	900,000	600,000
DIST	Y	Y	Y	Y	100% WA1153-127th Ave - Lower Buckeye to Dysart	-	900,000	-	-	-	-
DIST	Y	N	Y	Y	0% WA1162-CDBG Waterline Improvements		250,000	-	250,000	-	-
TRANS	Y	N	Y	Y	0% WA1169-Rio Vista Waterline Replacement	-	-	-	-	400,000	-
SOS	Y	Y	Y	Y	100% WA1201-Wieler Well - SWC Avondale / Van Buren	-	**700,000**	1,300,000	-	-	-
SOS	Y	Y	Y	Y	100% WA1212-Purchase of Rigby Water Company	2,372,800	-	-	-	-	-
SOS	Y	Y	Y	Y	100% WA1216-Well 25 at Van Buren & El Mirage	1,090,000	-	-	-	-	-
SOS	Y	Y	Y	Y	100% WA1214-MARWEST well	-	-	-	-	-	-
SOS	Y	Y	Y	Y	100% WA1216-Well 25 at Van Buren & El Mirage	1,090,000	-	-	-	-	-
TRANS	Y	Y	Y	Y	100% WA1231-Dysart Road - Harrison to Lower Buckeye Rd waterline project	-	-	400,000	-	-	-
DIST	Y	N	Y	Y	0% WA1282 Central Avenue Waterline Replacement	-	-	600,000	-	-	-
PMP	Y	N	Y	Y	0% WA1283 -Northside Booster Replacement	-	750,000	-	-	-	-
SOS	Y	N	Y	Y	0% WA1284 -Well Rehab / Bore Modifications	-	600,000	-	-	-	-
SOS	Y	Y	Y	Y	50% WA1285 -White Mountain Water Lease	-	-	-	2,000,000	-	-
SOS	Y	N	Y	Y	0% WA1298 -Well 7 Site Development	-	-	-	750,000	-	-
PMP	Y	Y	N	Y	100% WA1299 -Del Rio Lower Pressure Zone	-	-	-	3,500,000	-	-
PMP	Y	Y	N	Y	100% WA1300 -Coldwater Booster Zone	-	-	-	-	2,000,000	-
DIST	Y	Y	N	Y	100% WA1301 -Pressure Reducing Stations	-	-	-	-	-	-
DIST	Y	Y	N	Y	100% WA1302 -Southern Avenue / Dysart Waterline	-	-	-	1,000,000	-	-
SOS	Y	N	N	Y	100% Master Plan Water Line Implementation		-	**4,000,000**	-	-	-
SOS	Y	N	N	N	100%						
TRANS	Y	N	N	N	100%						
SOS	Y	N	N	N	100%						
					Total	$ 12,202,800	$ 4,100,000	$ 8,900,000	$ 7,900,000	$ 4,770,000	$ 3,700,000

Notes: Expansion Percentages provided by City staff
Items in Red text are additional projects and costs added by Public Works staff on 9/22/2011.

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

Raw Project Amounts

Project Type	Eligible Project Funding Sources: Oper Fund	Sewer Development Bond Funds Restricted for	Excise Tax Bond	EPA, State, Tribal	GO Bonds	GF	8	9	10	% Related to Expansion of System Capacity	Project Desription	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
GEN	N	Y	N	N	N	N	N	N	N	100%	**SW1001-Sewer Buy In/ Developer Reimbursed**	$ -	$ -	$ -	$ -	$ -	$ -
COLL	Y	N	N	N	N	Y	N	N	N	25%	**SW1047-City Wide Sewer Improvements**	100,000	150,000	150,000	150,000	150,000	150,000
COLL	Y	N	Y	Y	N	Y	N	N	N	0%	**SW1054-Collection System Capacity, Management, Operations & Maintenanc**	100,000	-	-	-	-	-
GEN	Y	N	Y	Y	N	Y	N	N	N	50%	**SW1106-Wastewater Security Implementation**	-	-	-	-	-	-
LS	Y	Y	Y	Y	N	Y	N	N	N	50%	**SW1108-10th St Lift Station Backup Force Main**	-	-	1,100,000	-	-	-
TRT	Y	Y	Y	Y	N	Y	N	N	N	100%	**SW1109-WRP PH I – Design/Construction Management/Construction**	-	**3,250,000**	-	-	-	-
GEN	Y	N	Y	Y	N	Y	N	N	N	0%	**SW1202-Manhole Rehabilitation**	100,000	100,000	100,000	100,000	100,000	100,000
LS	N	Y	Y	Y	N	Y	N	N	N	100%	**SW1233-Southern & Dysart Lift Station – Design & Construction**	-	-	-	-	-	2,400,000
COLL	N	Y	N	N	N	Y	N	N	N	100%	**SW1234-Southern Sewer Transmission Line**	-	-	-	-	-	4,500,000
TRT	Y	Y	Y	Y	Y	Y	N	N	N	100%	**SW1237-Water Reclamation Plant PH II – Construction**	-	-	-	-	-	-
COLL	N	N	N	Y	N	Y	N	N	N	0%	**SW1261 -City Center**	-	-	-	-	-	-
COLL	Y	N	N	Y	N	Y	N	N	N	50%	**SW1270-McDowell Sewer Replacement - Avondale - 119th Ave**	-	250,000	-	-	-	-
COLL	Y	N	N	N	N	N	N	N	N	25%	**SW1295-PIR Sewer Line**	3,500,000	750,000	**2,000,000**	-	-	-
TRT	Y	N	N	N	N	N	N	N	N	100%	**SW1303-Tertiary Filters at WRF**	750,000	-	1,000,000	1,750,000	-	-
											Total	$ 4,550,000	$ 4,500,000	$ 4,350,000	$ 2,000,000	$ 250,000	$ 7,150,000

Notes: Expansion Percentages provided by City staff
Items in Red text are additional costs added by Public Works staff on 9/22/2011.

WATER

	Account Type	Water Rate Code	Sewer Rate Code	Class 1	Class 2	Meter Size	Inside/Outside	Block Ranges: Block1	Block2	Block3	Block4	Block5	Block Range Identifiers: Block1	Block2	Block3	Block4	Block5	Usage by Block Ranges: Block1	Block2	Block3	Block4	Block5	Total	Check
2	01	101		Residentia	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	90145	61825	33798	35144	157	221,069	221,069
3	01	101		Residential	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	905863	602395	316926	366697	1540	2,193,421	2,193,421
4	01	102		Residential	1"	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	5791	1510	251	115	0	7,667	7,667
5	01	102		Residential	1"	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	58392	14026	2786	1196	0	76,400	76,400
6	01	103		Residential	1 1/2"	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	32	0	0	0	0	32	32
7	01	103		Residential	1 1/2"	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	359	10	0	0	0	369	369
8	01	104		Residential	2"	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	3	0	0	0	0	3	3
9	01	104		Residential	2"	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	17	0	0	0	0	17	17
10	01	202		Residential	1" Non-Residential	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	168	57	5	0	0	230	230
11	01	204		Residential	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	2	0	0	0	0	2	2
12	02	101		Multi-Family/Apt	3/4"	0.75	I	2	4	6	47	200	USE2	USE4	USE6	USE47	USE200	2	2	2	13	0	19	19
13	02	101		Multi-Family/Apt	3/4"	0.75	I	6	12	17	141	200	USE6	USE12	USE17	USE100	USE200	60	59	34	59	0	212	212
14	02	301		Multi-Family/Apt	Multi-Family	0.75	I	11694	23388	35081	292340	200	USE100	USE100	USE100	USE100	USE200	84834	0	0	0	70577	155,411	155,411
15	03	101		Commercial/Go	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	64	56	35	23	0	178	178
16	03	102		Commercial/Go	1"	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	63	0	0	0	0	63	63
17	03	201		Commercial/Go	3/4" Non-Residential	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	4489	3161	2655	13486	14703	38,494	38,494
18	03	202		Commercial/Go	1" Non-Residential	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	7302	4394	3079	8215	8965	31,955	31,955
19	03	203		Commercial/Go	1 1/2" Non-Residential	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	25242	16197	11523	14832	35237	103,031	103,031
20	03	204		Commercial/Go	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	58132	37365	26526	2839	140364	265,226	265,226
21	03	205		Commercial/Go	3" Non-Residential	3	I	60	120	180	1500	200	USE60	USE100	USE100	USE100	USE200	712	264	0	0	65	1,041	1,041
22	03	206		Commercial/Go	4" Non-Residential	4	I	100	200	300	2500	200	USE100	USE100	USE100	USE100	USE200	4500	0	0	0	24778	29,278	29,278
23	03	301		Commercial/Go	Multi-Family	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	168	167	164	2038	6984	9,521	9,521
24	03	301		Commercial/Go	Multi-Family	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	16	16	16	164	827	1,039	1,039
25	04	201		Schools	3/4" Non-Residential	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	172	115	79	323	0	689	689
26	04	202		Schools	1" Non-Residential	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	165	64	20	70	0	319	319
27	04	203		Schools	1 1/2" Non-Residential	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	1703	882	563	630	2332	6,110	6,110
28	04	204		Schools	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	8929	4741	3375	380	22520	39,945	39,945
29	04	205		Schools	3" Non-Residential	3	I	60	120	180	1500	200	USE60	USE100	USE100	USE100	USE200	3900	1638	0	0	7153	12,691	12,691
30	04	206		Schools	4" Non-Residential	4	I	100	200	300	2500	200	USE100	USE100	USE100	USE100	USE200	2395	0	0	0	3450	5,845	5,845
31	05	101		Churches	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	4	4	4	11	0	23	23
32	05	101		Churches	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	40	40	37	59	0	176	176
33	05	201		Churches	3/4" Non-Residential	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	895	642	397	575	0	2,509	2,509
34	05	202		Churches	1" Non-Residential	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	213	195	175	718	244	1,545	1,545
35	05	203		Churches	1 1/2" Non-Residential	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	638	136	57	9	0	840	840
36	05	204		Churches	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	1051	133	6	0	0	1,190	1,190
37	06	203		Industry	1 1/2" Non-Residential	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	99	12	0	0	0	111	111
38	06	204		Industry	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	261	7	0	0	0	268	268
39	06	206		Industry	4" Non-Residential	4	I	100	200	300	2500	200	USE100	USE100	USE100	USE100	USE200	1095	0	0	0	700	1,795	1,795
40	07	203		Laundries	1 1/2" Non-Residential	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	605	585	482	663	229	2,564	2,564
41	07	204		Laundries	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	352	352	352	44	815	1,915	1,915
42	08	101		Mobile Home Pa	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	8	8	8	74	0	98	98
43	08	101		Mobile Home Pa	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	80	80	80	889	0	1,129	1,129
44	08	204		Mobile Home Pa	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	736	712	704	88	6334	8,574	8,574
45	08	301		Mobile Home Pa	Multi-Family	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	120	93	84	1462	7518	9,277	9,277
46	08	301		Mobile Home Pa	Multi-Family	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	12	8	8	120	636	784	784
47	08	302		Mobile Home Pa	Mobile Home Parks	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	681	676	671	13734	35228	50,990	50,990
48	08	302		Mobile Home Pa	Mobile Home Parks	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	52	52	52	891	1897	2,944	2,944
49	09	008		Hydrant Meters	Hydrant Meter	6	I	200	400	600	5000	200	USE100	USE100	USE100	USE100	USE200	2985	0	0	0	4422	7,407	7,407
50	09	008		Hydrant Meters	Hydrant Meter	6	I	200	400	600	5000	200	USE100	USE100	USE100	USE100	USE200	755	0	0	0	855	1,610	1,610
51	10	201		Car Wash	3/4" Non-Residential	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	48	48	48	1056	2811	4,011	4,011
52	10	203		Car Wash	1 1/2" Non-Residential	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	220	193	53	23	0	489	489
53	10	204		Car Wash	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	2098	1644	1384	158	7057	12,341	12,341
54	13	101		Landscape Mete	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	1	0	0	0	0	1	1
55	13	101		Landscape Mete	3/4"	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	21	0	0	0	0	21	21
56	13	201		Landscape Mete	3/4" Non-Residential	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	2306	1738	1438	9437	3388	18,307	18,307
57	13	202		Landscape Mete	1" Non-Residential	1	I	10	20	30	250	200	USE10	USE20	USE30	USE100	USE200	8000	5803	4528	13275	7512	39,118	39,118
58	13	203		Landscape Mete	1 1/2" Non-Residential	1.5	I	20	40	60	500	200	USE20	USE40	USE60	USE100	USE200	22117	17801	14087	21908	78305	154,218	154,218
59	13	204		Landscape Mete	2" Non-Residential	2	I	32	64	96	800	200	USE32	USE64	USE96	USE100	USE200	45150	37656	31661	3588	202730	320,785	320,785
60	13	205		Landscape Mete	3" Non-Residential	3	I	60	120	180	1500	200	USE60	USE100	USE100	USE100	USE200	660	440	0	0	7954	9,054	9,054
61	13	206		Landscape Mete	4" Non-Residential	4	I	100	200	300	2500	200	USE100	USE100	USE100	USE100	USE200	1179	0	0	0	4594	5,773	5,773
62	13	207		Landscape Mete	6" Non-Residential	6	I	200	400	600	5000	200	USE100	USE100	USE100	USE100	USE200	993	0	0	0	19381	20,374	20,374
63	13	301		Landscape Mete	Multi-Family	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	84	84	84	1615	2981	4,848	4,848
64	13	301		Landscape Mete	Multi-Family	0.75	I	4	8	12	100	200	USE4	USE8	USE12	USE100	USE200	8	8	8	176	319	519	519
																		1,357,187	818,094	458,245	516,797	735,562	3,885,885	3,885,885

City of Avondale, Arizona
Cost of Service Analysis
Calculation of Estimated Pounds of BOD/SS Removed

										Calculation of Estimated Pounds of BOD Removed							Calculation of Estimated Pounds of SS Removed						
Account Type	Water Rate Code	Sewer Rate Code	Class	Class 2	Meter Size	Inside / Outside	Wastewater Flow (1,000 Gallons)	Wastewater Flow (Liters)	Industry Standard Loading Factor (mg/L)	Total Estimated BOD Removed (mg)	Total Estimated BOD Removed (Pounds)	Normal Strength Threshold (mg/L)	Estimated BOD Removed from Normal Strength Flows (mg)	Estimated BOD Removed from Normal Strength Flows (Pounds)	Estimated BOD Removed from Extra Strength Flows	Industry Standard Loading Factor (mg/L)	Total Estimated SS Removed (mg)	Total Estimated SS Removed (Pounds)	Normal Strength Threshold (mg/L)	Estimated SS Removed from Normal Strength Flows (mg)	Estimated SS Removed from Normal Strength Flows (Pounds)	Estimated SS Removed from Extra Strength Flows
01	101	101	Residentia	Residential	0.75	I	1,631,249	6,174,949,187	250	1,543,737,296,810	3,403,358	1500	1,543,737,296,810	3,403,358	-	225	1,389,363,567,129	3,063,022	1000	1,389,363,567,129	3,063,022	-
01	102	101	Residentia	Residential	1	I	60,557	229,233,181	250	57,308,295,351	126,343	1500	57,308,295,351	126,343	-	225	51,577,465,816	113,709	1000	51,577,465,816	113,709	-
01	103	101	Residentia	Residential	1.5	I	341	1,290,825	250	322,706,355	711	1500	322,706,355	711	-	225	290,435,719	640	1000	290,435,719	640	-
01	104	101	Residentia	Residential	2	I	40	151,416	250	37,854,118	83	1500	37,854,118	83	-	225	34,068,706	75	1000	34,068,706	75	-
01	204	101	Residentia	Residential	2	I	8	30,283	250	7,570,824	17	1500	7,570,824	17	-	225	6,813,741	15	1000	6,813,741	15	-
01	202	201	Residentia	Professional Office	1	I	130	492,104	130	63,973,459	141	1500	63,973,459	141	-	80	39,368,283	87	1000	39,368,283	87	-
01	204	201	Residentia	Professional Office	2	I	2	7,571	130	984,207	2	1500	984,207	2	-	80	605,666	1	1000	605,666	1	-
02	101	101	Multi-Famil	Residential	0.75	I	187	707,872	250	176,968,001	390	1500	176,968,001	390	-	225	159,271,201	351	1000	159,271,201	351	-
02	301	101	Multi-Famil	Residential	0.75	I	565	2,138,758	250	534,689,414	1,179	1500	534,689,414	1,179	-	225	481,220,473	1,061	1000	481,220,473	1,061	-
03	101	101	Commercia	Residential	0.75	I	136	514,816	250	128,704,001	284	1500	128,704,001	284	-	225	115,833,601	255	1000	115,833,601	255	-
03	202	101	Commercia	Residential	1	I	132	499,674	250	124,918,589	275	1500	124,918,589	275	-	225	112,426,730	248	1000	112,426,730	248	-
03	201	111	Commercia	Bakery Wholesale	0.75	I	253	957,709	1000	957,709,181	2,111	1500	957,709,181	2,111	-	600	574,625,509	1,267	1000	574,625,509	1,267	-
03	203	111	Commercia	Bakery Wholesale	1.5	I	203	768,439	1000	768,438,592	1,694	1500	768,438,592	1,694	-	600	461,063,155	1,016	1000	461,063,155	1,016	-
03	202	112	Commercia	Hospital & Convalescense	1	I	231	874,430	250	218,607,531	482	1500	218,607,531	482	-	100	87,443,012	193	1000	87,443,012	193	-
03	204	112	Commercia	Hospital & Convalescense	2	I	6,406	24,249,348	250	6,062,336,972	13,365	1500	6,062,336,972	13,365	-	100	2,424,934,789	5,346	1000	2,424,934,789	5,346	-
03	204	113	Commercia	Hotel w/Dining	2	I	575	2,176,612	500	1,088,305,888	2,399	1500	1,088,305,888	2,399	-	600	1,305,967,065	2,879	1000	1,305,967,065	2,879	-
03	203	114	Commercia	Hotel w/o Dining	1.5	I	271	1,025,847	310	318,012,444	701	1500	318,012,444	701	-	120	123,101,591	271	1000	123,101,591	271	-
03	204	114	Commercia	Hotel w/o Dining	2	I	254	961,495	310	298,063,324	657	1500	298,063,324	657	-	120	115,379,351	254	1000	115,379,351	254	-
03	201	115	Commercia	Markets with Garbage Disposal	0.75	I	714	2,702,784	800	2,162,227,211	4,767	1500	2,162,227,211	4,767	-	800	2,162,227,211	4,767	1000	2,162,227,211	4,767	-
03	203	115	Commercia	Markets with Garbage Disposal	1.5	I	1,355	5,129,233	800	4,103,386,374	9,046	1500	4,103,386,374	9,046	-	800	4,103,386,374	9,046	1000	4,103,386,374	9,046	-
03	204	115	Commercia	Markets with Garbage Disposal	2	I	6,059	22,935,810	800	18,348,647,999	40,452	1500	18,348,647,999	40,452	-	800	18,348,647,999	40,452	1000	18,348,647,999	40,452	-
03	201	117	Commercia	Repair Shop and Service Station	0.75	I	710	2,687,642	180	483,775,626	1,067	1500	483,775,626	1,067	-	280	752,539,863	1,659	1000	752,539,863	1,659	-
03	202	117	Commercia	Repair Shop and Service Station	1	I	691	2,615,720	180	470,829,518	1,038	1500	470,829,518	1,038	-	280	732,401,472	1,615	1000	732,401,472	1,615	-
03	203	117	Commercia	Repair Shop and Service Station	1.5	I	920	3,482,579	180	626,864,191	1,382	1500	626,864,191	1,382	-	280	975,122,076	2,150	1000	975,122,076	2,150	-
03	204	117	Commercia	Repair Shop and Service Station	2	I	4,519	17,106,276	180	3,079,129,653	6,788	1500	3,079,129,653	6,788	-	280	4,789,757,239	10,560	1000	4,789,757,239	10,560	-
03	201	118	Commercia	Restaurant	0.75	I	1,827	6,915,947	1000	6,915,947,329	15,247	1500	6,915,947,329	15,247	-	600	4,149,568,398	9,148	1000	4,149,568,398	9,148	-
03	202	118	Commercia	Restaurant	1	I	654	2,475,659	1000	2,475,659,307	5,458	1500	2,475,659,307	5,458	-	600	1,485,395,584	3,275	1000	1,485,395,584	3,275	-
03	203	118	Commercia	Restaurant	1.5	I	8,711	32,974,722	1000	32,974,722,050	72,697	1500	32,974,722,050	72,697	-	600	19,784,833,230	43,618	1000	19,784,833,230	43,618	-
03	204	118	Commercia	Restaurant	2	I	5,193	19,657,643	1000	19,657,643,394	43,338	1500	19,657,643,394	43,338	-	600	11,794,586,037	26,003	1000	11,794,586,037	26,003	-
03	204	120	Commercia	Schools & Colleges	2	I	520	1,968,414	130	255,893,837	564	1500	255,893,837	564	-	100	196,841,413	434	1000	196,841,413	434	-
03	201	121	Commercia	Bars W/O Dining	0.75	I	132	499,674	200	99,934,871	220	1500	99,934,871	220	-	200	99,934,871	220	1000	99,934,871	220	-
03	202	121	Commercia	Bars W/O Dining	1	I	81	306,618	200	61,323,671	135	1500	61,323,671	135	-	200	61,323,671	135	1000	61,323,671	135	-
03	201	178	Commercia	Commercial Laundry	0.75	I	343	1,298,396	450	584,278,309	1,288	1500	584,278,309	1,288	-	240	311,615,098	687	1000	311,615,098	687	-
03	202	179	Commercia	Car Wash	1	I	72	272,550	20	5,450,993	12	1500	5,450,993	12	-	150	40,882,447	90	1000	40,882,447	90	-
03	204	179	Commercia	Car Wash	2	I	1,612	6,102,084	20	122,041,676	269	1500	122,041,676	269	-	150	915,312,569	2,018	1000	915,312,569	2,018	-
03	101	201	Commercia	Professional Office	0.75	I	19	71,923	130	9,349,967	21	1500	9,349,967	21	-	80	5,753,826	13	1000	5,753,826	13	-
03	102	201	Commercia	Professional Office	1	I	55	208,198	130	27,065,694	60	1500	27,065,694	60	-	80	16,655,812	37	1000	16,655,812	37	-
03	201	201	Commercia	Professional Office	0.75	I	7,951	30,097,809	130	3,912,715,182	8,626	1500	3,912,715,182	8,626	-	80	2,407,824,728	5,308	1000	2,407,824,728	5,308	-
03	202	201	Commercia	Professional Office	1	I	5,679	21,497,354	130	2,794,655,958	6,161	1500	2,794,655,958	6,161	-	80	1,719,788,282	3,791	1000	1,719,788,282	3,791	-
03	203	201	Commercia	Professional Office	1.5	I	14,646	55,441,141	130	7,207,348,329	15,889	1500	7,207,348,329	15,889	-	80	4,435,291,279	9,778	1000	4,435,291,279	9,778	-
03	204	201	Commercia	Professional Office	2	I	41,948	158,790,454	130	20,642,758,957	45,509	1500	20,642,758,957	45,509	-	80	12,703,236,281	28,006	1000	12,703,236,281	28,006	-
03	205	201	Commercia	Professional Office	3	I	831	3,145,677	130	408,938,035	902	1500	408,938,035	902	-	80	251,654,175	555	1000	251,654,175	555	-
03	206	201	Commercia	Professional Office	4	I	10,834	41,011,151	130	5,331,449,665	11,754	1500	5,331,449,665	11,754	-	80	3,280,892,101	7,233	1000	3,280,892,101	7,233	-
03	201	202	Commercia	Department Store & Retail	0.75	I	1,783	6,749,389	150	1,012,408,382	2,232	1500	1,012,408,382	2,232	-	150	1,012,408,382	2,232	1000	1,012,408,382	2,232	-
03	202	202	Commercia	Department Store & Retail	1	I	1,103	4,175,309	150	626,296,380	1,381	1500	626,296,380	1,381	-	150	626,296,380	1,381	1000	626,296,380	1,381	-
03	203	202	Commercia	Department Store & Retail	1.5	I	1,507	5,704,616	150	855,692,334	1,886	1500	855,692,334	1,886	-	150	855,692,334	1,886	1000	855,692,334	1,886	-
03	204	202	Commercia	Department Store & Retail	2	I	18,264	69,136,761	150	10,370,514,123	22,863	1500	10,370,514,123	22,863	-	150	10,370,514,123	22,863	1000	10,370,514,123	22,863	-
04	201	120	Schools	Schools & Colleges	0.75	I	331	1,252,971	130	162,886,269	359	1500	162,886,269	359	-	100	125,297,130	276	1000	125,297,130	276	-
04	202	120	Schools	Schools & Colleges	1	I	108	408,824	130	53,147,181	117	1500	53,147,181	117	-	100	40,882,447	90	1000	40,882,447	90	-
04	203	120	Schools	Schools & Colleges	1.5	I	1,374	5,201,156	130	676,150,253	1,491	1500	676,150,253	1,491	-	100	520,115,579	1,147	1000	520,115,579	1,147	-
04	204	120	Schools	Schools & Colleges	2	I	23,768	89,971,667	130	11,696,316,747	25,786	1500	11,696,316,747	25,786	-	100	8,997,166,728	19,835	1000	8,997,166,728	19,835	-
04	205	120	Schools	Schools & Colleges	3	I	10,157	38,448,427	130	4,998,295,574	11,019	1500	4,998,295,574	11,019	-	100	3,844,842,749	8,476	1000	3,844,842,749	8,476	-
04	206	120	Schools	Schools & Colleges	4	I	4,677	17,704,371	130	2,301,568,219	5,074	1500	2,301,568,219	5,074	-	100	1,770,437,091	3,903	1000	1,770,437,091	3,903	-
04	201	201	Schools	Professional Office	0.75	I	219	829,005	130	107,770,673	238	1500	107,770,673	238	-	80	66,320,414	146	1000	66,320,414	146	-
05	201	201	Churches	Professional Office	0.75	I	1,905	7,211,209	130	937,457,228	2,067	1500	937,457,228	2,067	-	80	576,896,756	1,272	1000	576,896,756	1,272	-
05	203	201	Churches	Professional Office	1.5	I	672	2,543,797	130	330,693,573	729	1500	330,693,573	729	-	80	203,503,738	449	1000	203,503,738	449	-
05	204	201	Churches	Professional Office	2	I	953	3,607,497	130	468,974,666	1,034	1500	468,974,666	1,034	-	80	288,599,794	636	1000	288,599,794	636	-
06	203	201	Industry	Professional Office	1.5	I	90	340,687	130	44,289,318	98	1500	44,289,318	98	-	80	27,254,965	60	1000	27,254,965	60	-
07	203	177	Laundries	Laundromat	1.5	I	1,795	6,794,814	150	1,019,222,123	2,247	1500	1,019,222,123	2,247	-	110	747,429,557	1,648	1000	747,429,557	1,648	-
07	204	177	Laundries	Laundromat	2	I	1,340	5,072,452	150	760,867,769	1,677	1500	760,867,769	1,677	-	110	557,969,697	1,230	1000	557,969,697	1,230	-
08	101	101	Mobile Hon	Residential	0.75	I	616	2,331,814	250	582,953,415	1,285	1500	582,953,415	1,285	-	225	524,658,073	1,157	1000	524,658,073	1,157	-
08	301	101	Mobile Hon	Residential	0.75	I	9,702	36,726,065	250	9,181,516,282	20,242	1500	9,181,516,282	20,242	-	225	8,263,364,654	18,218	1000	8,263,364,654	18,218	-
08	302	101	Mobile Hon	Residential	0.75	I	37,037	140,200,296	250	35,050,074,061	77,272	1500	35,050,074,061	77,272	-	225	31,545,066,655	69,545	1000	31,545,066,655	69,545	-
10	204	179	Car Wash	Car Wash	2	I	8,640	32,705,958	20	654,119,156	1,442	1500	654,119,156	1,442	-	150	4,905,893,672	10,816	1000	4,905,893,672	10,816	-
10	201	201	Car Wash	Professional Office	0.75	I	3,208	12,143,601	130	1,578,668,130	3,480	1500	1,578,668,130	3,480	-	80	971,488,080	2,142	1000	971,488,080	2,142	-
13	201	201	Landscape	Professional Office	0.75	I	82	310,404	130	40,352,490	89	1500	40,352,490	89	-	80	24,832,301	55	1000	24,832,301	55	-

CITY COUNCIL REPORT

SUBJECT:
Resolution 3007-1011 - Correcting Errors in the Transit Service Agreement with the Regional Public Transit Authority

MEETING DATE:
October 17, 2011

TO: Mayor and Council

FROM: Pier Simeri, Community Relations Director (623) 333-1611

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution correcting errors in the schedules appended to the Transit Service Agreement with the Regional Public Transportation Authority for the operation of Avondale Circulator.

BACKGROUND:

On July 25, 2011 the City of Avondale started the first neighborhood circulator in the Southwest Valley. The Zoom took off to a great start with ridership increasing from week to week. The original IGA with RPTA was approved by City Council on May 16, 2011. The proposed resolution will correct Schedule B and C of the original agreement. Schedule B is being amended to fix a clerical error and remove the ADA Dial-A-Ride line as we have a seperate IGA with RPTA for this funding. Schedule C was amended to include the start up costs of the service which were left out of the first agreement.

Zoom Ridership Since Inception

Week of 7/25/11	971
Week of 8/1/11	930
Week of 8/8/11	1134
Week of 8/15/11	1061
Week of 8/22/11	1590
Week of 8/29/11	1653
Week of 9/5/11	1443(Holiday Week)
Week of 9/12/11	1713
Week of 9/19/11	1762
Week of 9/26/11	1775

DISCUSSION:

In mid-2010, Valley Metro went out with an RFP to procure various transit services and included Avondale's pilot Circulator Route in their Best and Final Offer. The winning firm, Total Transit, quoted a price for this pilot circulator route of $3.60 per mile. The cost of Route 131 for the next fiscal year would have been $6.37 per mile. This cost per mile savings, funds the improvements to service. Avondale did not have to purchase buses because RPTA authorized Total Transit to use the buses that were returned to them from Sun City Area Transit that went out of business last year. These buses are 2009 Eldorado Nationals with approximately 21,000 miles and each holds 11 passengers. The circulator operates under a contract with Valley Metro through its contractor First Transit.
Once RPTA received the go ahead from the City of Avondale, there were some start up costs for the service that were not included in the original agreements. These start up costs included insurance

for the vehicles from the time Total Transit received them until service operation, after the service started the mileage rate included the insurance coverage cost, bike racks, vehicle make ready repairs, Zonar and vehicle wrapping. All of these items increased the contract by $27,000 to make the total contract amount of $788,000. Estimated fares for the year are $39,000 bringing the estimated net cost of the circulator to $749,000.

Schedule B of the agreement was amended to remove the ADA Dial-A-Ride line as this is covered under a seperate IGA with RPTA.

BUDGETARY IMPACT:

The total cost to the City of Avondale during Fiscal Year 2011-2012 will be an estimated $788,000 with an estimated fare amount of $39,000. The funding for this project is available in the Transit Fund 215.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution correcting errors in the schedules appended to the Transit Service Agreement with the Regional Public Transportation Authority for the operation of Avondale Circulator.

ATTACHMENTS:

Click to download

- Resolution 3007-1011

RESOLUTION NO. 3007-1011

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CORRECTING ERRORS IN THE SCHEDULES APPENDED TO THE TRANSIT SERVICE AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY.

WHEREAS, on May 16, 2011, the Mayor and Council of the City of Avondale (the "City Council") passed and adopted Resolution No. 2972-511 (the "Original Resolution"), approving a transit services agreement (Contract #106-31-2012) with the Regional Public Transportation Authority (the "Agreement"); and

WHEREAS, the figures set forth in Schedule B appended to the Agreement, as approved by the Original Resolution, mistakenly included the cost of a service covered by a separate agreement; and

WHEREAS, the figures set forth in Schedule C appended to the Agreement, as approved by the Original Resolution, did not accurately reflect the start-up costs of the bus service; and

WHEREAS, the City Council desires to correct the errors in the Original Resolution and Agreement by including the accurate figures in Schedules B and C to the Agreement.

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

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

SECTION 2. That Schedules B and C included as a portion of Exhibit A to Resolution No. 2972-511 are hereby deleted in their entirety and replaced with the Schedules B and C attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 4. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 17, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT 1
TO
RESOLUTION NO. 3007-1011

[Schedules B and C]

See following pages.

SCHEDULE B
To
Contract #106-31-2012

1. Conventional Transit Services

(a) Regional Bus Service **$49,035.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

			Annual	Rate	Annual	Estimated	Net
	Route	Jurisdiction	Miles	Per Mile	Cost	Revenue	Cost
	560	Avondale	6,275	$ 8.3483	$ 52,386	$ (3,351)	$ 49,035

SCHEDULE C
To
Contract #106-31-2012

For the period July 1, 2011 to June 30, 2012, the CITY of AVONDALE will pay the Regional Public Transportation Authority **$749,000** for bus service on the Avondale Circulator in Avondale.

Payments made by the CITY to RPTA for operation of the Circulator Route depicted in Schedule C shall consist of 12 monthly installments of **$62,416.67.00** commencing July 1, 2011 and shall be become due within 30 days of receiving an invoice from the RPTA.

RPTA Contracted Service Funded By City of Avondale						
Contract Estimated for Fiscal Year 2011 - 12						
Weekday Service						
		Annual				
		Revenue	Rate	Gross	Estimated	Estimated
Jurisdiction	Route	Miles	Per Mile	Cost	Fares	Net Cost
Avondale	Circulator	215,900	$3.65	$788,000	$39,000	$749,000

TRANSIT SERVICE AGREEMENT
(The "Agreement")

Contract # 106-31-2012-01

As of the 4th day of July 2011, this amends the following items of the Circulator Route Agreement entered into between the City of Avondale and the RPTA, dated the 1st day of July, 2011.

The following schedules replace and supersede those schedules of the agreement entered into July 1, 2011.

The attached Schedule B replaces and supersedes Schedule B dated July 1, 2011

The attached Schedule C replaces and supersedes Schedule C dated July 1, 2011

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of

_____, 2011.

By: _____
Marie Lopez Rogers
Mayor

By: _____
David A. Boggs
Executive Director

ATTEST: _____
Avondale City Clerk

ATTEST: _____
Jon Medwin
Contracts and Procurement Manager

ATTEST: _____
Michael Taylor
Acting Deputy Executive Director Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
For the City of Avondale	Attorney for RPTA

SCHEDULE B

1. Conventional Transit Services

(a) Regional Bus Service **$49,035.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

			Annual	Rate	Annual	Estimated	Net
	Route	Jurisdiction	Miles	Per Mile	Cost	Revenue	Cost
	560	Avondale	6,275	$ 8.3483	$ 52,386	$ (3,351)	$ 49,035

SCHEDULE C

For the period July 1, 2011 to June 30, 2012 the CITY of AVONDALE will pay the Regional Public Transportation Authority **$749,000** for bus service on the Avondale Circulator in Avondale

Payments made by the CITY to RPTA for operation of the Circulator Route depicted in Schedule C shall consist of twelve (12) monthly installments of **$62,416.67.00** commencing July 1, 2011 and shall be become due within thirty (30) days of receiving an invoice from the RPTA.

RPTA Contracted Service Funded By City of Avondale						
Contract Estimated for Fiscal Year 2011 - 12						
Weekday Service						
		Annual				
		Revenue	Rate	Gross	Estimated	Estimated
Jurisdiction	Route	Miles	Per Mile	Cost	Fares	Net Cost
Avondale	Circulator	215,900	$3.65	$788,000	$39,000	$749,000

CITY COUNCIL REPORT

SUBJECT:
Resolution 3009-1011 - Amendment No. One to Intergovernmental Agreement with the State of Arizona for the Traffic Operations Center

MEETING DATE:
October 17, 2011

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving Amendment One to the Intergovernmental Agreement with the Arizona Department of Transportation for the construction of the Traffic Operation Center. This resolution authorizes the reallocation of funding which allows Avondale to provide building renovations and Arizona Department of Transportation to furnish equipment related to the project's full completion.

BACKGROUND:

Avondale received Traffic Operation Center Design and Construction grants through Maricopa Association of Governments federal funding process. The total benefit to the city was $488,130 for design and $328,224 for construction with a city match requirement of $151,776. This project is partially funded with American Recovery Reinvestment Act funding.

DISCUSSION:

The Traffic Operation Center will address traffic signal coordination, traveler information dissemination, traffic incidents and event traffic management. It will be an important resource for determining future infrastructure needs. The TOC and the Strategic Plan will help Avondale improve traffic congestion, decrease air pollution and improve safety. The information technology system will be connected to other regional and/or state centers, making Avondale a strong partner in Arizona's Homeland Security Interoperability mission.

During Arizona Department of Transportation's procurement process, the TOC construction project did not receive the necessary bids for the building renovations. ADOT therefore, requested that Avondale oversee the building renovations as a separate process and that the required match funding be used to pay for the renovations. ADOT would be responsible for the equipment purchase and installation. ADOT developed an amendment to clarify each entity's contractual obligation, which has been titled Amendment One.

BUDGETARY IMPACT:

There are no monetary funding changes to this amendment. The funding has been reallocated to separate the building renovations from the equipment purchase and installation.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving Amendment One to the Intergovernmental Agreement with the Arizona Department of Transportation for the construction of the Traffic Operation Center.

ATTACHMENTS:

Click to download

- Resolution 3009-1011

RESOLUTION NO. 3009-1011

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE TRAFFIC OPERATIONS CENTER PROJECT.

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

SECTION 1. The Amendment No. One to the Intergovernmental Agreement with the State of Arizona relating to the construction of a Traffic Operations Center located with the City's Municipal Operations Service Center (the "Amendment No. One") is hereby approved substantially 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 cause the execution of the Amendment No. One and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 17, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3009-1011

[Amendment No. One]

See following pages.

ADOT File No.: IGA/ JPA 10-147I
AG Contract No.: P0012010003449
Amendment No. One
Project: Traffic Operation Center
Section: Lower Buckeye Road-Avondale Boulevard
Project No.: ARRA-AVN0(203)
MPO TIP No.: AVN 10-801ABS
ADOT Project No.: SS67901C
Budget Source Item No.: ARRA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF AVONDALE

Preliminary Draft

THIS AGREEMENT, entered into this date_____, 2011, Amendment No. One amending JPA No. 10-147, A.G. Contract No.: P0012010003449, and executed October 8, 2010, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

The purpose of this Amendment is to revise the scope of work of the Original Agreement between the State and the City, IGA/JPA 10-147 dated October 8, 2010.

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

I. RECITALS

Article I, Paragraph 6 is deleted and replaced in full as follows:

6. The work contemplated under this Agreement is for construction of an interim Traffic Operations Center which consists of furnishings, installing, integrating equipment and installing software. The work shall consist of providing, installing and integrating equipment for a new traffic management control room for the City's existing Streetwise Traffic Control System. The equipment shall consist of furnishing an information display system consisting of video display monitors, interface devices, computer rack, UPS, workstations, system integration, training, documentation and all miscellaneous items necessary to connect and activate these items resulting in a fully operational urban Traffic Operation Center, hereinafter referred to as the "Project". The State shall advertise, bid and award the Project.

III. MISCELLANEOUS PROVISIONS

Article III, Paragraph 1 and 9 are deleted and replaced in full as follows:

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except and provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

Article III, Paragraph 16 and 17 are added as follows:

16. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

17. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

ALL NOTICES OR DEMANDS upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17th Avenue, Mail Drop 637E Phoenix, Arizona 85007 (602) 712-7124 (602) 712-3132 Fax	City of Avondale Attn: Sue McDermott 11465 W. Civic Center Drive Avondale, Arizona 85323 (623) 333-4211 smcdermott@avondale.org

Preliminary Draft

PURSUANT TO ARIZONA REVISED STATUTES§ 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amended Agreement the day and year first above written.

CITY OF AVONDALE

By _____
MARIE LOPEZ ROGERS
Mayor

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
FLOYD ROEHRICH
State Engineer

Preliminary Draft

JPA 10-147I

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DATED this _____ day of _____, 2011.

_____

City Attorney

Preliminary Draft

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Time Extension for Entorno PAD Zoning - Alternatively Ordinance 1472-1011 - Zoning Reversion

MEETING DATE:
October 17, 2011

TO: Mayor and Council

FROM: Sue McDermott, Development Services Director/City Engineer (623) 333-4211

THROUGH: Charlie McClendon, City Manager

REQUEST: This is a request for a one year extension of Planned Area Development zoning on the subject property to November 1, 2012.

PARCEL SIZE: Approximately 160 acres

LOCATION: Southwest Corner of 99th Avenue and Indian School Road

APPLICANT: Mr. Ed Bull, Burch & Cracchiolo, P.A. (602) 234-9913

OWNER: AG/RW-Entorno, LLC (c/o Brett Owings, Ridgewood Real Estate Partners) (973) 593-0003

BACKGROUND:

The subject property was annexed in two separate actions on May 26, 1981 and October 21, 1989. The property was subsequently rezoned from AG (Agricultural) to PAD (Planned Area Development) on October 1, 2007 through Ordinance 1269-1007 (application Z-06-13). The approved Entorno PAD requires mixed use development intended to provide a unique destination and gateway into Avondale at the far northeast corner of the City. On December 17, 2007, City Council adopted Ordinance 1284-1207 to correct an error in the legal description of Ordinance 1269-1007 for Entorno.

The approved PAD separates development of the site into two general phases. Phase One includes off-site and on-site infrastructure and improvements. Phase Two includes the development of individual parcels. The uses allowed include a mix of regional and neighborhood commercial, office, commerce park, urban mixed-use and medium-high to multi-family residential densities organized in a village style. Within the Urban Mixed-Use district, up to 8-story residential-over-retail buildings are allowed. In the commercial districts, 3-story buildings are allowed.

The General Plan and Freeway Corridor Specific Plan land use designations for this property are Mixed Use and Freeway Commercial (Exhibit A). The approved PAD remains consistent with these General Plan and Freeway Corridor Specific Plan designations.

<u>Previous PAD Zoning Extension (PL-10-0048)</u>

On September 20, 2010, City Council granted a one year extension of PAD zoning for the Entorno PAD with the following conditions of approval:

1. Unless listed below, all standards, requirements, and stipulations of the Entorno PAD approval on October 1, 2007 shall remain in full force and effect. Any language or graphics contained within the PAD General Development Plan and/or any original stipulation of approval that is in disagreement with the requirements listed below shall be disregarded.

a. 99th Avenue shall be constructed per City of Phoenix standards with 70' of half street right-of-way.

b. The intersection of 99th Avenue and Indian School Road shall be constructed per City of Phoenix standards with dedicated right turn lane having an island.

c. The SRP irrigation ditch along 99th Avenue is fee title and will require 35 feet for the undergrounding of the irrigation line. This 35 feet shall not be within public right-of-way. Going west from the 99th Avenue monument line, there would be 70' of right-of-way, 35' to SRP for irrigation ditch, and an 8' PUE.

d. All irrigation ditches on the Entorno property that need to be kept in service shall be undergrounded outside of public right-of-way.

e. Tables 4, 5, 6, and 7 of the PAD are required to meet the current design standards from the City of Avondale General Engineering Requirements (GER) Manual, dated 2008.

f. The developer shall be responsible for the construction of a 16” water main in 99th Avenue along the property frontage.

2. Parking area landscaping within the Regional Commercial/Office, Neighborhood Commercial/Office, and Office/Commerce Park subareas is subject to the parking area landscaping requirements in Avondale Zoning Ordinance Section 12, Landscaping, Walls, and Fences, adopted on May 3, 2010.

3. Public art shall be provided on non-residential portions of the development site in accordance with the Avondale Zoning Ordinance Section 11, Public Art. This language shall replace existing stipulation #14 which requires public art be provided at the SWC of Indian School Road and 99th Avenue.

SUMMARY OF REQUEST:

The applicant is requesting a one year extension of the expiration date of PAD zoning to November 1, 2012 (Exhibit G).

PARTICIPATION:

Not required.

PLANNING COMMISSION ACTION:

Not required.

ANALYSIS:

<u>Conformance with General Plan and North Avondale Specific Plan</u>

The property is designated as both Mixed Use and Freeway Commercial by the General Plan and falls within the boundaries of the North Avondale Specific Plan (NASP). Subsequent to the PAD approval in 2007, the NASP was amended to allow buildings up to 8 stories on the subject property with additional controls included to ensure minimal impacts on adjacent residential properties. All permitted and conditional uses listed in the PAD are still considered appropriate for a property designated as Mixed Use/Freeway Commercial by the General Plan. The PAD also remains in conformance with the design requirements for properties within the North Avondale planning area. In

summary, the PAD remains in total conformance with both the General Plan and North Avondale Specific Plan.

Conformance with the Zoning Ordinance, Design Manual, and Engineering Requirements

§ Minimum standards required by the PAD meet or exceed the City's minimum requirements for residential and non-residential development.

§ Uses listed in the PAD as permitted, permitted subject to conditions, or permitted with a Conditional Use Permit remain consistent with the City's objectives for mixed use and freeway commercial development.

§ The approved PAD requires all off-site infrastructure improvements on the perimeter of the site to be completed in the first phase of development. This requirement is consistent with the PAD Ordinance requirements.

§ The approved PAD directly references the Zoning Ordinance in terms of specifying required landscaping. This language ensures that the PAD will always be in conformance with the most current landscaping requirements.

§ The PAD was approved prior to the adoption of the Design Manuals, however it does contain several pages of design requirements included to ensure a quality development. Staff feels the design requirements contained within the PAD are strong and will produce a quality, village-style mixed use development.

PAD Zoning Expiration

The Zoning Ordinance requires that development of the first phase commence within three years of the effective date of the ordinance rezoning the property to PAD. Application for a one year extension of this deadline may be made to City Council. City Council may grant a maximum of four such extensions. If an extension is denied, City Council may revert the zoning of the property to its previous zoning.

The effective date of the Entorno PAD rezoning ordinance was November 1, 2007. City Council has granted one PAD zoning extension to Entorno PAD, on September 20, 2010. If the PAD zoning extension application is granted, the property will remain zoned PAD through November 1, 2012. If it is denied, staff has prepared an ordinance for reverting the property's zoning back to AG through rezoning.

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested one year extension of PAD zoning.

FINDINGS:

The proposed request substantially complies with the requirements of the General Plan, the North Avondale Specific Plan, and the Zoning Ordinance.

RECOMMENDATION:

Staff recommends that the City Council APPROVE application PL-11-0127.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-11-0127, a request for a one year extension of PAD zoning for Entorno to expire November 1, 2012.

If Council denies the extension request, the following motion should be used to revert the zoning of the property back to Agricultural (AG):

I move that the City Council **ADOPT** an Ordinance reverting the zoning of the Entorno PAD from Planned Area Development (PAD) to its previous zoning classification of Agricultural (AG).

ATTACHMENTS:

Click to download

- Exhibit A - General Plan Vicinity Map
- Exhibit B - Zoning Vicinity Map
- Exhibit C - Vicinity Aerial Photo 2011
- Exhibit D - Summary of Related Facts
- Exhibit E - Ordinances Rezoning Entorno to PAD
- Exhibit F.1 - Entorno Development Plan part 1 of 5
- Exhibit F.2 - Entorno Development Plan part 2 of 5
- Exhibit F.3 - Entorno Development Plan part 3 of 5
- Exhibit F.4 - Entorno Development Plan 4 of 5
- Exhibit F.5 - Entorno Development Plan part 5 of 5
- Exhibit G - Applicant's Narrative Request for Extension
- Ordinance 1472-1011

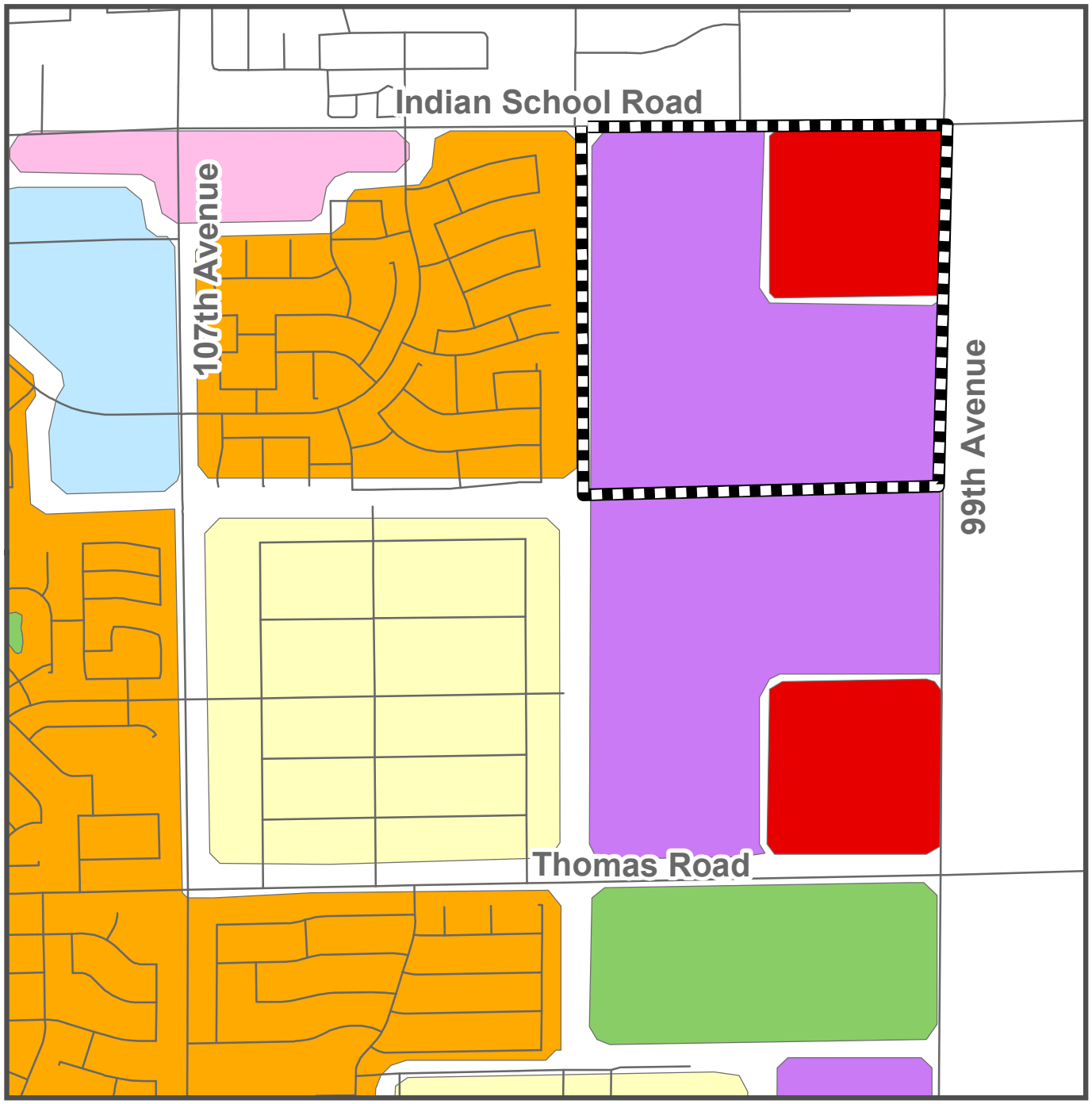
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A



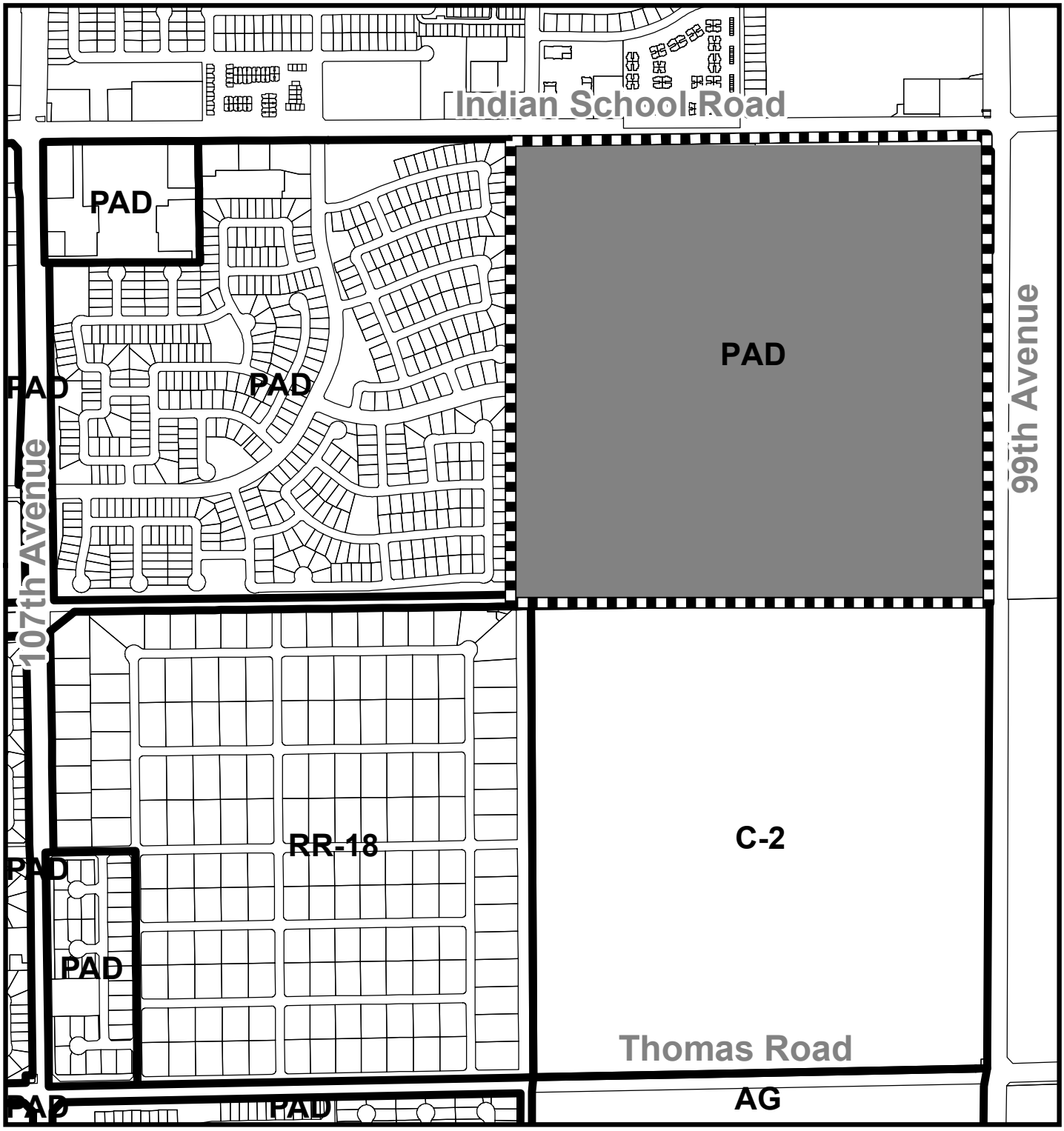
Entorno PAD Extension
PL-11-0127

General Plan Land Use Map

- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B

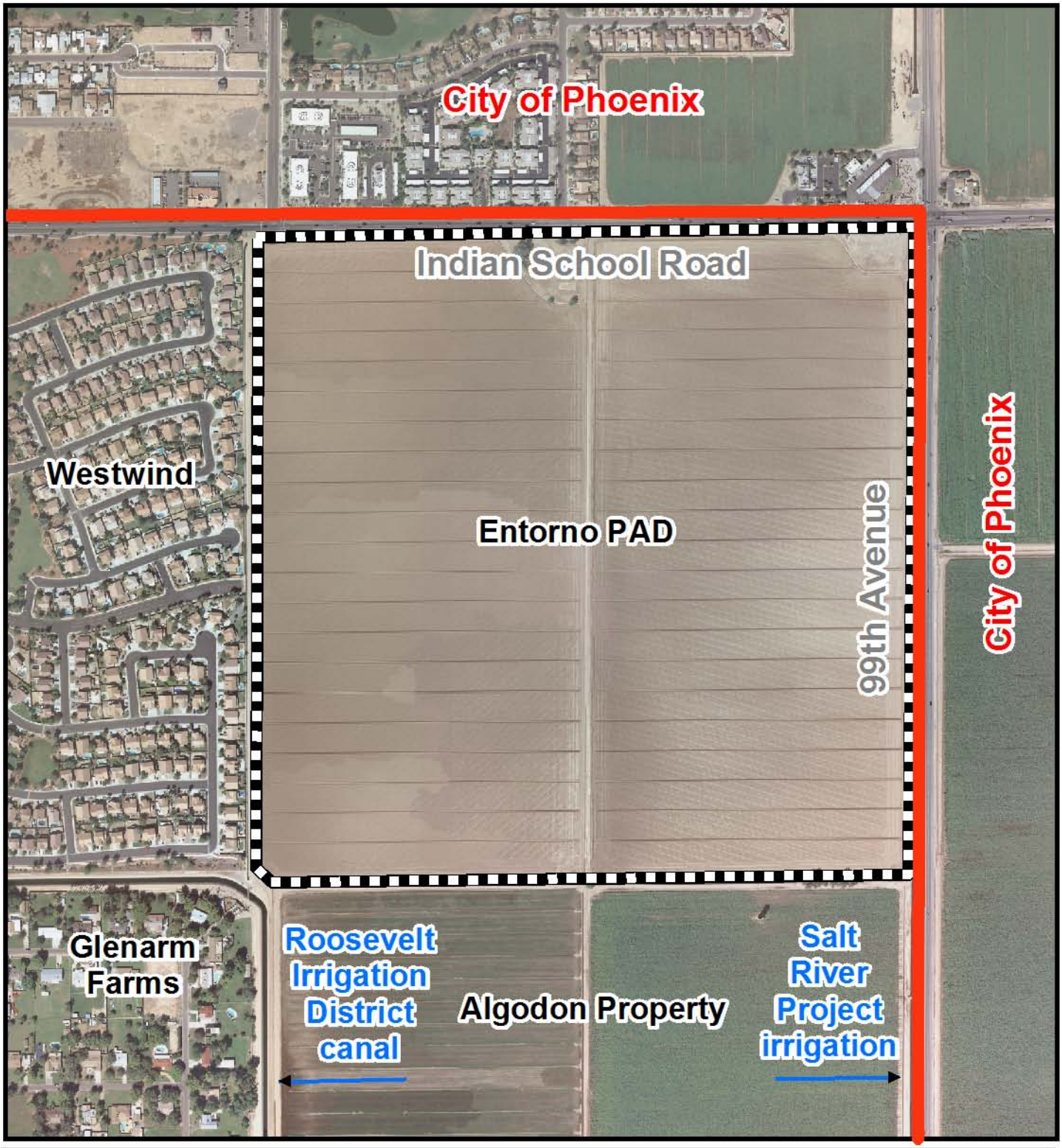


Zoning Vicinity Map
Entorno PAD Extension
PL-11-0127

Avondale

Subject Property

Exhibit C



Aerial Photograph 2011
Entorno PAD Extension
PL-11-0127

Avondale

Subject Property

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION PL-11-0127 ENTORNO PAD EXTENSION

THE PROPERTY	
PARCEL SIZE	Approximately 160 acres
LOCATION	SWC of Indian School Road & 99th Avenue
PHYSICAL CHARACTERISTICS	Relatively flat square property
EXISTING LAND USE	Agricultural field
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 5/26/1981 & 10/21/1989, Rezoned to PAD 10/1/2007, 1st PAD extension granted 9/20/2010 (valid through 11/1/2012)
DEVELOPMENT AGREEMENT	No.

SURROUNDING ZONING AND LAND USE	
NORTH	City of Phoenix – Multi-Family Residential, vacant commercial, and 7-Elevent Convenience Store
EAST	City of Phoenix – vacant commercial
SOUTH	Community Commercial (C-2) – vacant farmland
WEST	Planned Area Development (PAD) – Westwind (Single-Family Detached Residential)

GENERAL PLAN
The Northeastern quarter of the property is designated as **Freeway Commercial** on the General Plan Land Use Map. The balance of the property is designated as **Mixed Use** on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Pendergast Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Garden Lakes Elementary School
HIGH SCHOOL	Westview High School

STREETS	
99th Avenue	
Classification	Arterial
Existing half street ROW	40’ (plus 20’ SRP irrigation canal fee title)
Standard half street ROW	70’ (City of Phoenix standard)
Existing half street improvements	2 vehicular travel lanes
Standard half street improvements	3 vehicular travel lanes, ½-median/turn lane, bicycle lanes, sidewalks, landscaping, curb & gutter, and streetlights
Indian School Road	
Classification	Arterial
Existing half street ROW	40’
Standard half street ROW	65’
Existing half street improvements	2 vehicular travel lanes
Standard half street improvements	3 vehicular travel lanes, ½-median/turn lane, bicycle lanes, sidewalks, landscaping, curb & gutter, and streetlights

UTILITIES
There are no water or wastewater lines abutting this property. Both water and sewer would have to be brought from south of the Algodon Property.

ORDINANCE NO. 1269-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 160 ACRES LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE AS SHOWN IN FILENAME Z-06-13, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") for approximately 160 acres of real property at the southwest corner of Indian School and 99th Avenue from Agricultural (AG) to Planned Area Development (PAD) pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment to be 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, August 16, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04 and unanimously recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 1, 2007.

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

SECTION 1. That ± 160 acres of certain real property generally located at the southwest corner of Indian School and 99th Avenue as shown in filename Z-06-13 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD) subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated August 2, 2007, except as modified by these stipulations.

2. The North Avondale Specific Plan must be amended to allow the height increase as proposed for this project.

3. The Master Circulation Plan shall be revised to include a connection to the existing traffic signal at 103rd Avenue and Indian School Road.

4. Full traffic impact analysis reports shall be required at master site plan. Additional comments will be forthcoming based on review and results of traffic study.

5. Cost contribution for traffic signals shall be required as follows: 50% for Indian School & 100th Avenue, 50% for Clarendon Avenue & 99th Avenue, and 25% for potential future signal at 99th Avenue & Osborn and all improvement costs for modifying the existing traffic signal and driveway at Indian School & 103rd Avenue. Additional contribution toward any other traffic signals as identified in the results of future traffic studies may be required.

6. Medians shall be required on Indian School and 99th Avenue and channelized access at non-signaled intersections shall be required based on results of the traffic impact analysis at master site plan. The intersection of Indian School Road and the proposed minor collector will have restricted access.

7. 100th Avenue south of Indian School Road will be required to be widened to support turn lanes and other intersection needs at the signalized intersection.

8. Traffic calming features will be required at master site plan to discourage cut-through traffic and excessive speeds on collectors.

9. Pedestrian-friendly design elements shall be required with the proposed collector roadway.

10. Bus pull-out bays and concrete bus pads per City of Phoenix Standard details including additional right-of-way for bus pull-out bays and pads will be required at master site plan.

11. Additional right-of-way shall be required as needed for deceleration lanes, turn lanes, and transit stops, to include intersections.

12. A comprehensive sign package shall be submitted at time of master site plan submittal for review and approval by Planning staff.

13. All water rights on the property shall be conveyed to the City of Avondale, excluding any water rights for the potential water feature, prior to recordation of the final plat.

14. Public Art shall be incorporated at the southwest corner of 99th Avenue and Indian School Road.

15. Office/Commerce Park District, Permitted Uses 'K & L' shall be amended as follows:

K. 'Retail sales of new merchandise provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use' and L. 'Warehousing and/or inventory provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use.'

16. The following use shall be prohibited in all districts: Indoor and outdoor shooting ranges, fairgrounds, amusement parks, commercial racetrack, rodeo grounds, and ambulance service facility.

SECTION 2. 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, October 1, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

769096.1

EXHIBIT A

Parcel No. 1:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

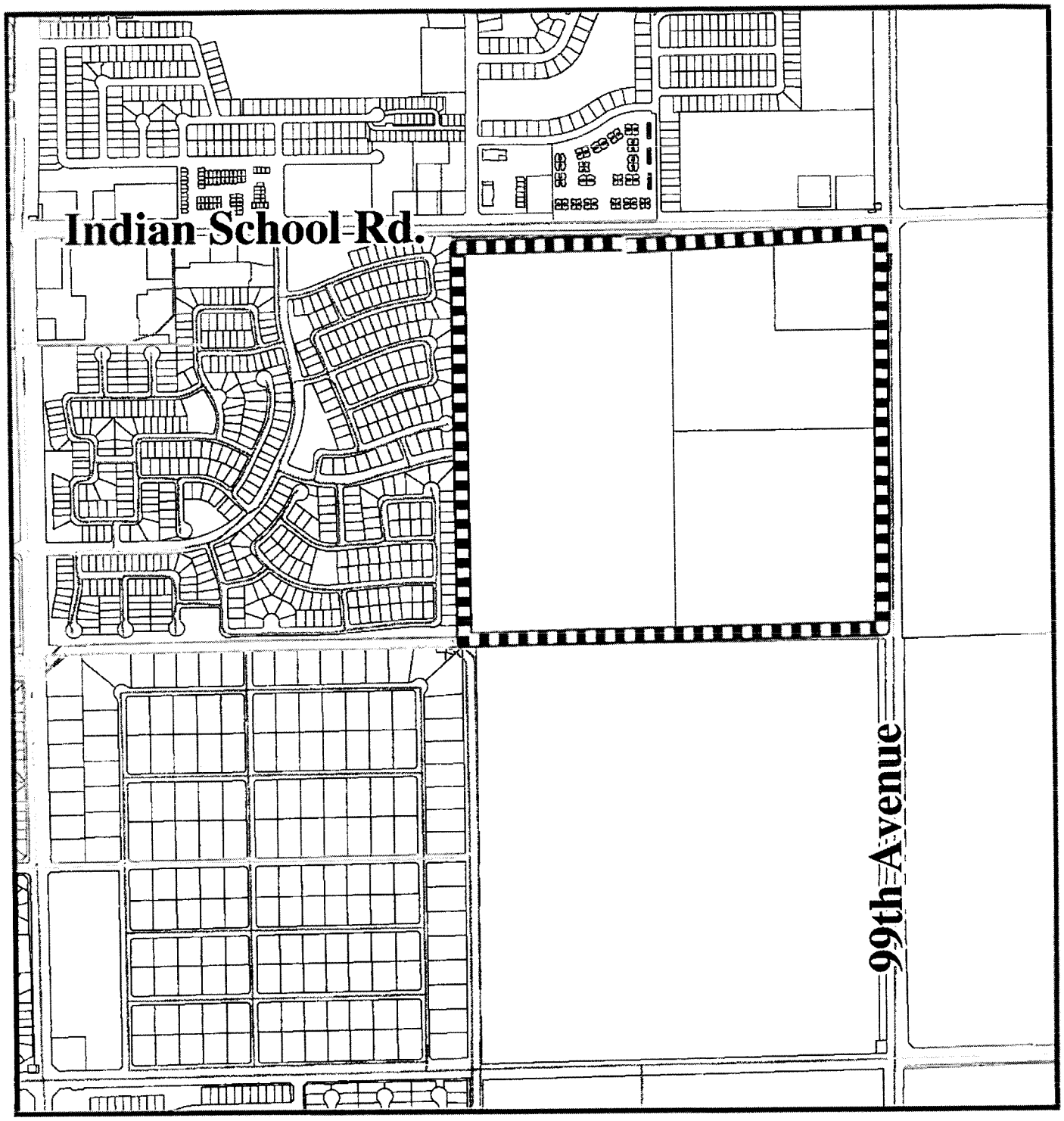
EXCEPT the Northeast quarter of the Northeast quarter of the Northeast quarter.

Parcel No. 2:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Entorno

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

N

ORDINANCE NO. 1284-1207

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CORRECTING A SCRIVENER'S ERROR IN ORDINANCE NUMBER 1269-1007, WHICH AMENDED THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 160 ACRES LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE AS SHOWN IN FILENAME Z-06-13, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, on October 1, 2007, the Council of the City of Avondale (the "City Council") passed and adopted Ordinance No. 1269-1007 (the "Original Ordinance"), approving the amendment of the City of Avondale Zoning Atlas (the "Zoning Atlas") relating to rezoning approximately 160 acres of real property at the southwest corner of Indian School and 99th Avenue from Agricultural (AG) to Planned Area Development (PAD) (the "Rezoned Property"); and

WHEREAS, the legal description included in the Original Ordinance was incomplete and did not accurately reflect the entire Rezoned Property; and

WHEREAS, the City Council desires to correct the legal description error in the Original Ordinance by including the proper legal description.

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

SECTION 1. That the legal description included as Exhibit A in Ordinance No. 1269-1007 is hereby deleted in its entirety and replaced with the following:

"The Northeast Quarter of Section 29, Township Two North, Range One East, Gila and Salt River Base and Meridian, Maricopa County, Arizona."

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

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision 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, December 17, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

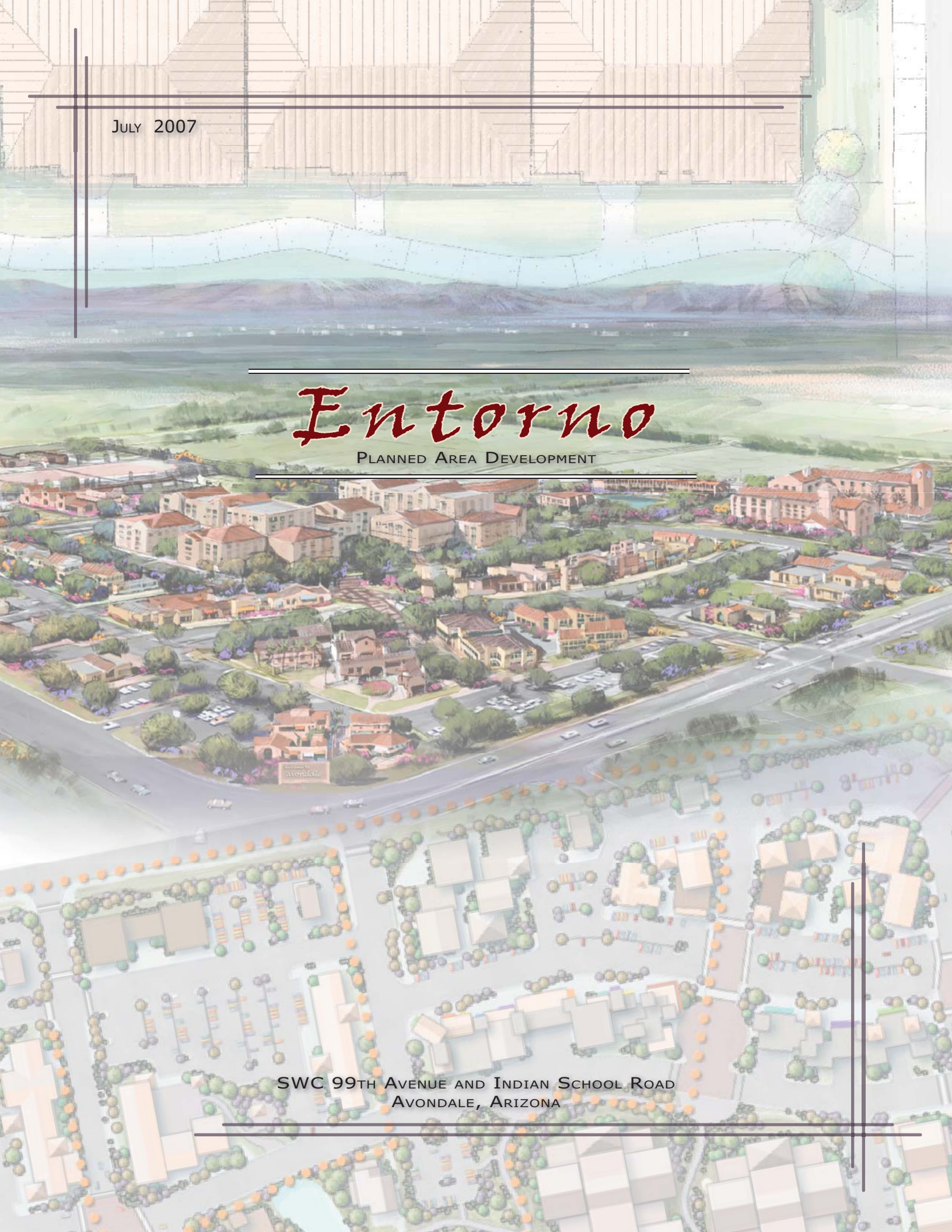
Andrew J. McGuire, City Attorney

791551.1

July 2007

Entorno

Planned Area Development



SWC 99th Avenue and Indian School Road
Avondale, Arizona

*This document provides many graphical representations of a wide range of topics such as amenities, land uses, park components, trails, housing products. All figures, plans and graphics are only conceptual, solely intended to convey concepts and opportunities. These graphics may be further refined or amended as the project continues through the development process, and are not to be regulatory, nor indicative of final design elements.

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Entorno

Planned Area Development

Table of Contents

1.0 Introduction 3
2.0 Existing Conditions 8
2.1 Location 8
2.2 Existing Avondale General Plan Designation 9
2.3 North Avondale Specific Plan 14
A. Consistency with the North Avondale Specific Plan 14
B. Consistency with the Land Use Element 17
2.4 Avondale Land Use and Zoning 18
3.0 Proposed Project 22
3.1 Land Use Categories 24
A. Residential Component 24
B. Commercial and Mixed-Use Component 26
C. Consistency with the General Plan and North Avondale Specific Plan 27
3.2 Residential Open Space and Amenities 27
3.3 Walls and Entry Monumentation 32
A. Colors and Materials 33
B. Location 33
C. Entry Monument Signage 34
3.4 Development Standards 35
A. Residential Development Standards 35
B. Commercial and Mixed Use Development Standards 40
3.5 Design Guidelines and Architectural Character 48
A. Residential Design Guidelines 48
B. Commercial and Office/Commerce Park Design Guidelines 52
C. Urban Mixed Use Design Guidelines 59
3.6 Development Master Plans 62
3.7 School Facilities 63
3.8 Phasing 63
4.0 Infrastructure 66
4.1 Traffic Circulation and Street Design Criteria 66
A. Street Design Criteria 68
4.2 Drainage 74
4.3 Public Utilities and Services 74
4.4 Irrigation 75
4.5 Wastewater System 76
4.6 Potable Water System 76

Tables **Page**

1. Land Use Summary 27
2. Residential Development Standards 35
2a. Residential Building Standards 36
3. Commercial and Urban Mixed Use Development Standards 40
4. Arterial Streets 69

5. Major Collector Streets 70
6. Minor Collector Streets 71
7. Private Accessways and Private Drives 73

Figures

1. Architectural Vision 2
2. Conceptual Project Layout 5
3. Regional Vicinity Map 8
4. General Plan Map (Showing Existing Parcels) 9
5. General Plan Map (Showing Proposed Parcels) 10
6. Existing Zoning 19
7. Proposed Zoning 23
8. Land Use Plan 25
9. Conceptual Open Space Plan 28
10. Conceptual Pedestrian Path and Park Cross-sections 30
11. Conceptual Walls and Entry Monumentation 32
12. Conceptual Single Family Townhomes (Detached) 50
13. Conceptual Single Family Townhomes and Duplexes (Attached) 50
14. Conceptual Z-Lot 50
15. Conceptual Zero Lot Line (Detached) 50
16. Conceptual Alley Loaded (Detached and Attached) 50
17. Conceptual Auto Court (Detached) 50
18. Conceptual Auto Court (Attached) 50
19. Conceptual Green Court (Detached and Attached) 50
20. Conceptual Tri-Plex 50
21. Conceptual Four-Plex 50
22. Conceptual Five-Plex 50
23. Conceptual Commercial Architecture 52
24. Conceptual Hotel Architecture 53
25. Conceptual Office/Commerce Park Architecture 55
26. Conceptual Apartments, Condos, and Urban Lofts 60
27. Master Circulation Plan 67
28. 6-Lane Arterial Cross-section and Conceptual Streetscape 69
29. Major/Minor Collector Cross-section and Conceptual Streetscape 71
30. Minor Collector Cross-section and Private Accessway Cross-section 72
31. Private Accessway and Private Drive Cross-section 73
32. Conceptual Water and Wastewater System 77

Appendix

1. Entorno Drainage Memo

Project Team

Owners:	**99th & Indian School LLC** c/o Millennium Properties & Development Inc. 2355 East Camelback Road, Suite 610 Phoenix, AZ 85016
Developer:	**Millennium Properties & Development Inc.** 2355 East Camelback Road, Suite 610 Phoenix, AZ 85016 (602) 522-2205
Site Plan Architect:	**Archicon, L.C.** Mr. Vince Dalke 4041 North Central Avenue, Suite C-100 Phoenix, AZ 85012 (602) 222-4266
Legal:	**Rose Law Group, P.C.** Ms. Carolyn K. Oberholtzer 6613 North Scottsdale Road, Suite 200 Scottsdale, AZ 85250 (480) 505-3934
Planning and Engineering:	**CMX, L.L.C.** Mr. Robert Pikora 7740 North 16th Street, Suite 100 Phoenix, AZ 85020 (602) 567-1900
Traffic Engineering:	**TASK Engineering, Inc.** Mr. Ken Howell 3707 North 7th Street, Suite 235 Phoenix, AZ 85014 (602) 277-4224

Section 1.0 - Introduction

Figure 1 - Architectural Vision

Section 1.0 - Introduction

The Spanish translation for the word Entorno is "social environment". The adaptation of this word to the project name is fitting because Entorno is designed as a true mixed-use development with a strong sense of community identity and endless opportunities for interaction.

Entorno is a 163-acre lifestyle center conveniently located at the southwest corner of 99th Avenue and Indian School Road **(Figure 1, Architectural Vision)**. As the only corner at this intersection within Avondale's incorporated boundaries, Entorno (the Project) will serve as the City's northeastern gateway. The Project uniquely combines employment, retail, hotel/resort and residential uses to provide a destination attracting visitors from throughout the Valley.

The development of Entorno will implement the vision of Millennium Properties and Development Inc.; an accomplished development company with substantial investment and commitment in the West Valley. Development of this project will help shape the face of this burgeoning area and showcase Avondale's presence at this prime arterial corner, achieve greater land use productivity, and provide enhanced creativity and innovative design through city guidance.

This narrative has been prepared to assist Avondale in the implementation of a comprehensive master plan, consistent with all regulatory standards and in accordance with the Avondale General Plan, the North Avondale Specific Plan and the Avondale Zoning Ordinance. The Entorno PAD narrative provides a detailed description of proposed commercial, commerce park, urban mixed-use and residential uses, design character and themes, and infrastructure requirements. A Conceptual Project Layout **(Figure 2)** is included for illustrative purposes only. Certain design and development standards have been incorporated to assist in creating a new lifestyle center uniquely representative of the City of Avondale's vision.

The primary goals of Entorno are to create a new destination point for Avondale attracting employment, urban mixed uses, entertainment and residential opportunities unique to this area. The purpose and intent of this document is to:

- Promote quality development consistent with the goals and policies of Avondale's General Plan and the North Avondale Specific Plan;
- Develop an economically feasible plan, responsible and capable of being implemented, based on existing and future economic conditions;
- Provide for comprehensive planning assuring methodical development sensitive to the existing and future neighborhoods;
- Establish development standards allowing for a varying array of commercial, commerce park, live-work mixed uses and residential options;
- Ensure appropriate phasing and financing for Entorno's facilities, circulation, utilities, domestic water, drainage, wastewater collection and conveyance;
- Maintain a compatible development and infrastructure relationship with the City of Phoenix which shares a common boundary on the north and east.

The planning and design, as described in this PAD narrative, reflects a commitment to creating a vibrant gateway and lifestyle center for Avondale.

Figure 2 - Conceptual Project Layout

Legend

- Conceptual Pocket Park
- Conceptual Neighborhood Park
- Pedestrian Path
- RID Canal - Pedestrian Trail
- Potential Water Feature

Section 2.0 - Existing Conditions

Section 2.0 - Existing Conditions

2.1 Location

The Entorno Project consists of approximately 163 acres, located at the southwest corner of 99th Avenue and Indian School Road as shown on the Regional Vicinity Map **(Figure 3, Regional Vicinity Map)**. This property serves as the northeast gateway of the City of Avondale, with the City of Phoenix contiguous to the north and east. In addition to major arterial access via 99th Avenue and Indian School Road, the Loop 101 Agua Fria Freeway is located just one-half mile east of Entorno. This freeway provides easy access to Interstate-10 two miles south, downtown Avondale and Phoenix International Raceway. Other nearby regional amenities includes the new University of Phoenix Stadium, Jobing.Com Arena and the Glendale Municipal Airport.

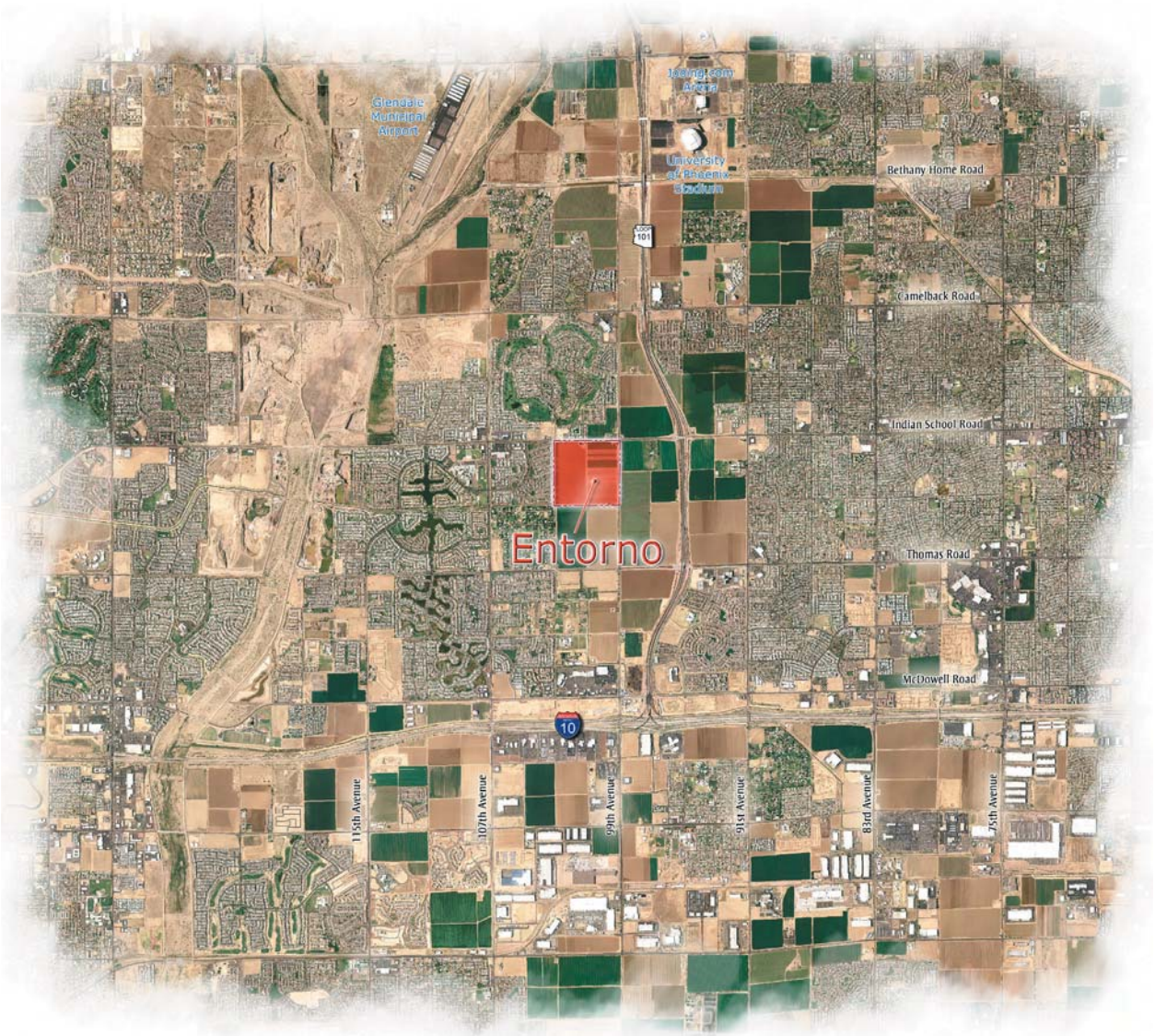


Figure 3 - Regional Vicinity Map

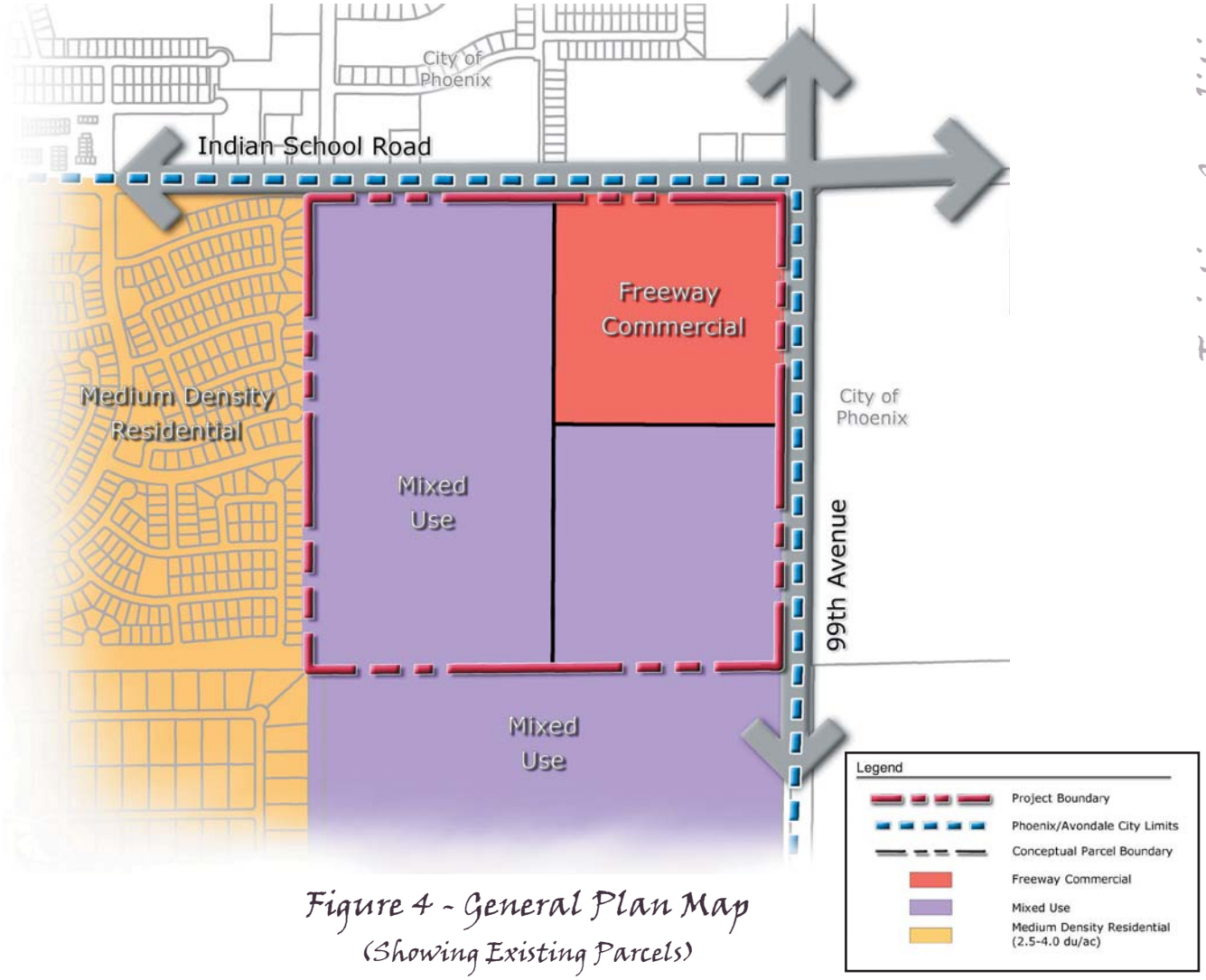


Figure 4 - General Plan Map
(Showing Existing Parcels)

2.2 Existing Avondale General Plan Designation

The goals and objectives of the Avondale General Plan identify the importance of planning land uses to minimize conflicts between them and encourage a mix of land uses to promote the development of unique areas within the City. Entorno seeks to exceed these goals and objectives by not only minimizing potential conflicts between uses, but integrating the uses themselves. Entorno provides opportunity for a mix of street level office and retail uses with residential units above. These parcels provide transitions from the commercial uses near the corner of 99th Avenue and Indian School Road to the residential uses of Entorno and the Westwind subdivision. Using the General Plan designations as a guide, Entorno achieves the stated goals by proposing a true mixed-use development weaving parcels together via the enhanced architectural themes, character treatments, integrated site planning, and landscaping demonstrated in this application.

The Avondale General Plan currently designates the land uses for Entorno as Mixed-Use and Freeway Commercial **(Figure 4, General Plan Map Showing Existing Parcels)**. The Freeway Commercial designation is applicable to the northeast forty (40) acres and promotes substantial commercial development by encouraging community commercial, regional employment, hotel, and office uses. The Mixed-Use designation applies to the remainder of the site (i.e., approximately 120 acres) and provides for retail, commerce and office uses as well as residential uses of varying densities. Further, the proposed parcel boundaries of Entorno were overlaid on the General Plan Map to depict how the site plan layout conforms to the General Plan Land Use categories **(Figure 5, General Plan Map Showing Proposed Parcels)**.

According to the Avondale General Plan, Entorno successfully meets the goals and objectives for the following General Plan Elements: Land Use, Economic Development, Housing, Open Space, Circulation, and Bicycling. The following illustrates how Entorno shall meet and exceed key objectives of these elements.

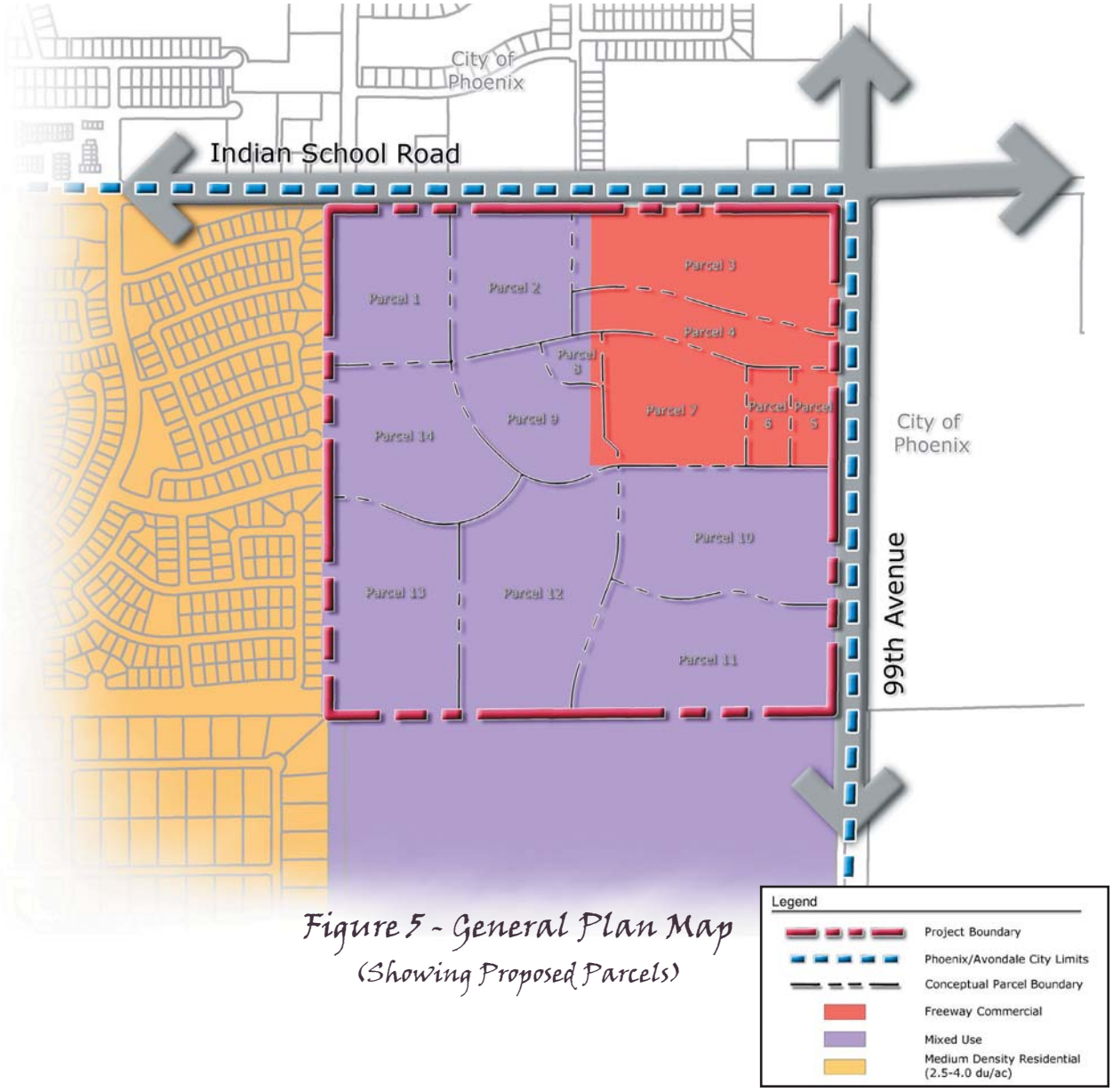


Figure 5 - General Plan Map
(Showing Proposed Parcels)

Consistency with Avondale General Plan

Land Use Element

Goal 1: Maintain a demographically and culturally diverse sustainable community that celebrates its heritage.	***Entorno:*** ☑ Exceeds this goal • Entorno has been designed to enhance the diversity of Avondale by providing housing options for families and individuals in every stage of life. Students, newlyweds, established families and empty-nesters can all find what they are looking for at Entorno with convenient employment and commercial opportunities making it a practical, sustainable live-work community. • Entorno succeeds at providing this diversity while maintaining a character and flair that is truly 'southwestern'. This is achieved by incorporating southwestern earth tones and architectural elements into a Southwestern Desert Contemporary Style.
Goal 1, Objective C: Encourage a mix of land uses within large-scale residential communities (e.g., single family, multi-family, office, and commercial).	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal by incorporating a wide variety of residential, commercial and employment uses within a large-scale mixed-use development.
Goal 3: Plan Land Uses to minimize conflicts between them.	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal by providing numerous transitions of uses and intensities specifically intended to minimize conflicts. • Conflicts with the existing Westwind Subdivision to the west have been mitigated by providing an open space buffer and limiting to single-story, those homes that back to the Westwind Subdivision. • 99th Avenue is expected to develop with intense commercial and employment uses that are not compatible with the low-density single-family residential development at Westwind. Entorno offers a gradual transition of uses and densities to effectively eliminate conflicts between uses.
Goal 4: Encourage development patterns that use land in an efficient and sustainable manner	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal with its wide range of densities and land uses that create a diverse, self-sustaining community. • The site is laid out in a very deliberate manner to efficiently manage the variety of land uses which are held together by cohesive design elements, integrated trails and open space amenities, and progression of intensities throughout.

Economic Development Theme, Economic Element	
Goal 1, Objective A: Reserve adequate land to accommodate commercial and future light industrial development to meet a job-to-population ratio of one job for every two residents.	***Entorno:*** ☑ Exceeds this goal • Entorno is designed to exceed this goal by providing over 31 acres for an office park and a commerce park (Parcels 10 and 11). Nearly 60 acres have been designated for commercial uses that provide regional and neighborhood retail and employment opportunities (Parcels 1-5, 8 and 9). In conjunction with the 60 acres of commercial uses, the mixed-use portion of Entorno will provide an additional 16 acres of retail and employment uses with residential uses above (Parcels 6 and 7). • The total employment area comprises more than half the project area allowing for a variety of business options that help meet the City's job-to-population ratio goals. • As the gateway to Avondale, the proposed combination of employment and residential land uses is consistent with the General Plan's designation of medium intensity development. • Industrial land uses would not provide an appropriate transition from the City's gateway to the adjacent residential neighborhoods and is not proposed within Entorno.
Goal 1, Objective C: Encourage the development of commercial service areas that have unique planning and design features that meet community needs and are compatible with adjacent land uses.	***Entorno:*** ☑ Exceeds this goal • Architectural and design continuity will remain consistent throughout Entorno, incorporating a "southwest desert contemporary" theme within the architecture, monumentation, and landscaping elements. • The close proximity to shopping and employment land uses is intended to offer residents a unique live/work experience. • The theme promotes a casual environment where residents and their guests can enjoy both passive and active amenities throughout the project. • The proposed development standards to ensure its compatibility with the Westwind subdivision to the west.
Neighborhoods Themes, Housing Element	
Goal 2, Objective B: Encourage the dispersion of housing types and values throughout the City. Policy 1): Encourage multi-family development at appropriate locations along major arterial streets, adjacent to employment uses and transit lines.	***Entorno:*** ☑ Exceeds this goal • Entorno's residential neighborhoods will accommodate a broad array of housing product variations ranging from 4.0 to 24.0 dwelling units per acre (du/ac). • To provide a transition from the Westwind subdivision to the west, single-family detached homes are proposed with court homes, townhomes, condominiums, and apartments provide housing accommodations for the planned employment uses adjacent to 99th Avenue and Indian School Road. • Urban mixed use, mid-rise condominiums near the center of Entorno will provide homes for families and individuals seeking loft-style housing options. • The project will be serviced by existing transit along the two arterial streets. It is anticipated the internal major and minor collector street circulation will have the ability to utilize transit services.

Open Space Theme, Open Space Element	
Goal 2, Objective A: Create a network of pathways, trails, and open spaces throughout the City as an important element of recreation, transportation, and quality of life enhancement for Avondale residents.	***Entorno:*** ☑ Exceeds this goal • Entorno will have a comprehensive network of pedestrian paths, trails, and open spaces which allow residents access throughout the development. Connections for the continuation of the current and future municipal trail system will also be created. • A pedestrian trail along the western boundary from Indian School Road to the southern boundary at the Osborn Road alignment will act as a buffer to the Westwind subdivision to the west. • Residential and commercial open space amenities will be accessible from all parts of the project site.
Civic Infrastructure Theme, Circulation Element	
Goal 5, Objective A, Policy 1: Provide an interconnected street and pathway network that is accessible and friendly to all modes of travel.	***Entorno:*** ☑ Exceeds this goal • Entorno's roadway infrastructure will integrate with the existing arterial roadways of 99th Avenue and Indian School Road. • A major collector street circulating through the Project will serve as the central road through Entorno. • Additional minor collector streets connecting with private accessways and private drives will serve the remainder of the Project. • Bicyclists will be able to share the collector and arterial roads with vehicles - bike lanes will be constructed along the outer edge of the pavement areas. • Pedestrians will have access to the entire community of Entorno through a network of sidewalks and pedestrian paths connecting various parcels and land uses.
Goal 8, Objective A: Encourage pedestrian movement throughout the City by providing a convenient and safe pedestrian system within and between activity centers and adjacent neighborhoods. Policy 1) Use bike trails, pedestrian trails, and sidewalks as connections between existing and planned parks, schools, residential areas, and other destinations. Policy 2) Sidewalks and bike lanes, in conformance with current AASHTO standards, will be included in all new developments.	***Entorno:*** ☑ Exceeds this goal • Entorno will have a network of bike lanes, pedestrian trails and sidewalks that physically connect the Project site. • Planned connections between parks and open spaces, and mixed use and commercial areas will provide a high degree of accessibility throughout the community. • All bike lanes, pedestrian trails and sidewalks will be designed to meet current AASHTO standards.

2.3 North Avondale Specific Plan

Entorno is also located within the North Avondale Specific Plan (NASP). Several goals and objectives of the North Avondale Specific Plan focus on enhancing the image of North Avondale, promoting balanced development, and planning for adequate public facilities and services. Entorno expects to meet or exceed these goals and objectives by providing a mixed use development with a variety of uses cohesively planned to complement adjacent uses, both existing and future. In addition, the Project provides a true gateway feature for North Avondale by establishing a significant presence on this key arterial corner.

A. Consistency with the North Avondale Specific Plan:
The list below exemplifies how Entorno meets and in many cases, exceeds NASP expectations.

Consistency with North Avondale Specific Plan	
Goal A: Enhance North Avondale Image	
Objective: Encourage attractive, well-planned residential subdivisions. • Adopt flexible, "development option" alternatives for planned residential areas. • Provide for master developer allocation of open space or contribution to recreation programs. • Emphasize neighborhood: continuity among subdivisions.	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal with its cohesive design, variety of housing options, integration and transition of uses and its self-sustainability. • Residential development flexibility is provided by ensuring a variety of housing options are available. Such options include detached single family homes, attached single family homes, z-lots, auto and green-court homes, townhomes, and urban lofts. • The residential design guidelines encourage four-sided architecture, varying rooflines, articulating wall planes, and southwest earth tone color palettes. • To emphasize continuity with adjacent subdivisions and within the overall project, the architectural character will remain consistent – featuring a "southwest desert contemporary" theme. • The "*social environment*" theme is reflected in the open space amenities provided throughout the development. The parks, trails and open space areas have been designed to provide recreational opportunities for residents of all ages. • *The "social environment"* theme continues into the urban mixed use and commercial areas with the encouragement for sidewalk cafes, more pedestrian trails, and specialty retail shops. • The office/retail and commerce park developments share design elements similar to the residential theme of four-sided architecture, durable materials, and southwest earth tone color palettes.

Objective:	*Entorno:* ☑ Exceeds this goal
Suggest distinctive themes for landscaping, entry treatments, residential/ retail perimeters. • Define acceptable landscaping materials and groupings. • Encourage theme features to identify neighborhoods and North Avondale. • Buffer non-residential uses with attractive, useable open space features.	• Landscaping, entry treatments, residential and retail perimeters shall continue the "Southwest desert contemporary" theme. • Specifically, the landscape palette has been designed to blend the sites agricultural heritage into the native desert through the use of two distinct, yet complimentary plant palettes. The use of drought-resistant plant materials for passive recreation areas, trails/pathway corridors and visual focal points will be directly from the Arizona Department of Water Resources low-water use plant list. Activity areas will receive an enhanced landscape palette, which allows additional shade opportunities, creating an ambiance more conducive to social gathering areas. • Neighborhood entry monuments blended with landscaping borrow from the overall architectural character to create continuity between neighborhoods. • Landscaping theme will have uniform groupings of groundcover, shrubs and trees in open space tracts and landscaped areas. • Residential areas will be connected via pedestrian trails and sidewalks to other amenities and commercial areas. • Residential areas will be buffered from the retail commercial and commerce park uses by landscaping treatments and open spaces. • Residential architecture and neighborhood entry monuments follow "southwest desert contemporary" architecture.

Goal B: Promote Balanced Development	
Objective:	*Entorno:* ☑ Exceeds this goal
Reduce visual blight and emphasize attractive views of mountains or highly-visible recreation/open space amenities. - Encourage planned, open vistas. • Define acceptable landscaping materials and groupings. • Encourage theme features to identify neighborhoods and North Avondale. • Buffer non-residential uses with attractive, useable open space features.	• The landscape palette is designed with two distinct, yet complimentary plant palettes which define acceptable plant materials and groups suitable to the location and intended use of space. For example, activity areas such as parks will receive an enhanced landscape palette, which allows additional shade opportunities. Drought-resistant plant materials will be utilized within the balance of the site. • The landscape theme and signage at the corner of 99th Avenue and Indian School Road acts as a focal point, creating a unique identify for the Project as well as welcoming residents and visitors into Avondale. • Residential areas will be connected via pedestrian trails and sidewalks to other amenities and commercial areas. • Residential areas will be buffered from the retail commercial and commerce park uses by landscaping treatments and open spaces. • Entorno's neighborhood park and commercial open space features will be the highlight of their respective areas. The neighborhood park will feature amenities inviting to residents from within Entorno, while the commercial open space and potential water feature will make for a pleasant amenity for those who work or shop at Entorno. Both features will be centrally located and connected via pedestrian pathways.

Objective: Attend to housing value needs, including rental opportunities, with insistence on quality construction and maintenance. - Encourage multi-family developments that are highly compatible in blending with adjacent single-family developments.	***Entorno:*** ☑ Exceeds this goal • Entorno shall have multi-family developments as a transition from the commercial and commerce park uses to the single family detached product intended to be adjacent to the Westwind subdivision to the west. With the potential different product variations that can be accommodated as part of the transition, high quality construction is anticipated to maintain the overall site theme of southwest desert contemporary architecture.
Objective: Provide sites for retail and employment uses commensurate with the area's build out population projections. - Preserve Avondale economic development and revenue opportunities in competition with adjacent communities.	***Entorno:*** ☑ Exceeds this goal • Entorno shall provide a variety of business options, retail and office, and commerce park uses on approximately 107 acres adjacent to 99th Avenue and Indian School Road. At this time, Entorno is the largest planned mixed use development at this intersection. The Algodón Center is planned east and south of Entorno. Currently, no plans have been filed for this commercial development with either Phoenix or Avondale. Thus as Entorno develops, Avondale should enjoy an "economic" foothold at this intersection when compared with Phoenix commercial uses on the north and east sides of the intersection of 99th Avenue and Indian School Road.
Goal C: Plan Adequate Public Facilities and Services	
Objective: Establish standards for connecting planned residential developments into City-wide water, sewer, circulation, drainage, open space and other systems. Reserve space for parks, pathways, and provide developer incentives to install necessary improvements. Provide for homeowner association maintenance of the facilities within planned developments.	***Entorno:*** ☑ Exceeds this goal • Entorno's water and wastewater system has been designed in accordance with the City of Avondale's Engineering Design Standards. • Drainage for the project will provide on-site storage for runoff from a 100-year, 2-hour storm event per City of Avondale's Engineering Design Standards. • The street circulation and proposed cross-sections comply with the City of Avondale's Transportation Plan dated October 2006, except private driveways as approved by the City Engineer. • Entorno meets, and in many instances exceeds the level and type of open space and neighborhood amenities required of projects this size. By providing exceptional amenities and open space areas, Entorno has been designed to attract employers, business owners and residents seeking a unique environment. • Various property owners' associations are planned for Entorno to care for and maintain all community open space, amenities, landscape tracts and right-of-way landscaping within the residential development. A master property owners' association will be established in commercial areas to ensure that their respective parcels are cared, maintained and litter-free.

B. Consistency with the Land Use Element:
The NASP encourages flexible approaches that enable marketing of a variety of housing types, and neighborhood commercial uses within a single master planned community like Entorno. Specifically, the NASP identifies that "reasonable residential densities may be achieved through clustering homes into efficient unit groupings with ample open space, parking and access to community shopping and recreation." Entorno is a thoughtfully planned community providing a broad range of residential development options, a broad range of open space and neighborhood amenities, and character continuity amongst its various neighborhoods. (Residential Open Space and Amenities are discussed in further detail within Section 3.2) This will ensure that Entorno is a desirable, high-quality, family living environment.

The Avondale General Plan identifies the area within the North Avondale Specific Plan area as a medium intensity growth area. This is due to its proximity to the Loop 101 Freeway Corridor, establishment of the Estrella Mountain Community College, and convenient transportation access to the I-10 Freeway. For these reasons, the NASP identified this area as "ripe for development as a transition from predominantly rural uses to a thriving urban area".

Another goal cited within the NASP is that the "City seeks creativity and innovative design rather than rigid controls." Accordingly, the proposed densities provide the necessary flexibility to provide appropriate residential product that is compatible with the surrounding existing communities as well as densities specified within the NASP. Residential Area I and II are envisioned to provide a transition from the Low Density Residential (LDR) of the surrounding areas to more Moderate Density Residential (MDR) as envisioned for the area.

Within the NASP land use element, housing density associated within the LDR land use category is consistent with 4.0 -7.0 dwelling units per acre, while a target density range of 8.0 -14.0 dwelling units is anticipated within the MDR land use category. Entorno is proposed with a density range of 4.0 - 14.0 within Residential Areas I and II, allowing a variety of housing types in keeping with the area's moderate growth character. The NASP specifically indicates the northern tier of the planning area is anticipated to average eight to nine homes per acre, which is in keeping with the expected densities in the Residential I and II areas within Entorno. To ensure compatibility with neighboring communities, limitations on housing product building height are proposed, resulting in a density gradation that is sensitive to the surrounding development (see Residential Development Standards in Section 3.4 for additional information).

As a transition from the moderate density residential areas of Residential I and II to the commercial gateway corner at 99th Avenue and Indian School Road, Entorno proposes a higher density residential within Residential Area III. The typical Higher Density Residential (HDR) within the NASP identifies base densities of 15.0 to 24.0 housing units per acre. Within Residential Area III, the proposed density range matches the allowed base density identified within the NASP.

Although not specifically contemplated within the NASP, mixed-use development as proposed within Entorno offers residents the unique opportunity to live, work and play within a highly amenitized environment. Due to the limited amount of mixed-use area proposed, Entorno provides urban loft opportunities at the typical market density of 20.0 – 60.0 dwelling units per acre, and commercial areas consisting of boutiques and cafes at street and pedestrian levels. Accordingly, approximately two-thirds of Entorno's residents would reside within the mixed-use area, allowing for a greater amount of amenities and open space within the remaining portion of the Project.

Commercial land use classification within the NASP is "primarily utilized to designate retail and services business, including hospitality and food establishments." Both the Regional and Neighborhood Commercial/Office and Office/Commerce Park districts, identified within Table 1, are intended to provide residents and the surrounding community a variety of prime retail, personal services, hospitality and food establishments and professions and general office opportunities. Permitted uses within these categories are further discussed in Section 3.4.B.

2.4 Avondale Land Use and Zoning

The property is currently zoned for Agriculture (AG) and has historically been utilized for agricultural production **(Figure 6, Existing Zoning)**. Along the northern boundary, existing development includes a mix of high-density and commercial uses designated R-2 and R-4A Multifamily Residential and C-2 Commercial (in the City of Phoenix). While currently used for agriculture purposes, the properties to the east of Entorno have City of Phoenix zoning designations of C-2 Commercial on the immediate corner, and Suburban Ranch (S-1). The Phoenix General Plan Map indicates this area to be Mixed Use in the future. South of the Project, the property is zoned Community Commercial (C-2) and is also currently in agricultural use. The proposed John F. Long "Algodón Center", a 1,000 acre master-planned business and commercial park, abuts the Entorno project to the south and east. The Westwind subdivision, adjacent to Entorno's western boundary, is a fully developed master-planned community with an overall density of 4.07 dwelling units per acre (du/ac). By approving the Entorno application, the City will bring this property into conformance not only with the approved General Plan and North Avondale Specific Plan designations for the Property, but will provide a transition and balance of uses to compliment the adjacent developments both existing and proposed.

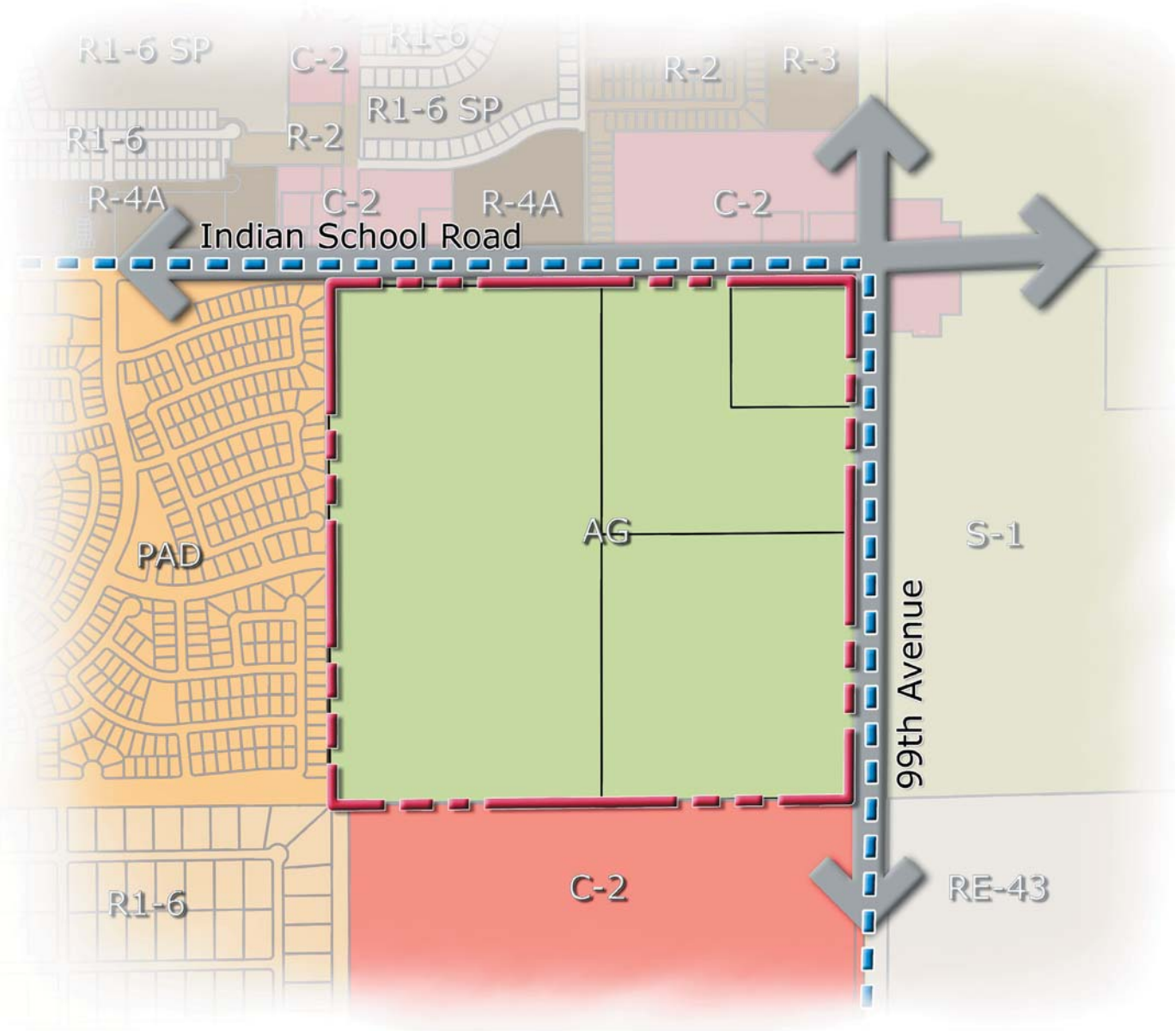


Figure 6 - Existing Zoning

Legend

Project Boundary
Phoenix/Avondale City Limits
Conceptual Parcel Boundary

Avondale Zoning:

AG
C-2
PAD
R1-6

Phoenix Zoning:

S-1
RE-43
R1-6 SP
R-2
R-3
R-4A
C-2

Section 3.0 - Proposed Project

Section 3.0 - Proposed Project

Entorno is located at Avondale's northeast gateway, at the southwest corner of 99th Avenue and Indian School Road. The vision behind Entorno and its "social environment" is to celebrate the City's unique and vibrant heritage with an array of regional and neighborhood commercial retail and office uses, urban mixed uses and housing styles and densities to satisfy a broad range of people.

An increased demand for employment and commercial opportunities has been realized by the valley's growth in recent years. Entorno's retail commercial and office/commerce park development offers Avondale residents the proximity and convenience of local employment uses. New mixed uses and neighborhoods will attract future residents to the diverse employment opportunities.

To meet this demand and in advancing the goals and objectives of the City's General Plan and the North Avondale Specific Plan, the Project Team requests a zone change to Planned Area Development (PAD) zoning **(refer to Figure 7, Proposed Zoning)**.

Entorno shall be unified by a common architectural and design theme for all its parcels, streetscape enhancements, walls and monumentation. The theme chosen is representative of the southwestern desert and shall incorporate contemporary styling cues. Specific earth-tone colors, materials, finishes and construction techniques will link the commercial and office areas with the new residential neighborhoods.

Neighborhoods will be designed to be visually appealing, utilizing landscaped streetscapes that will carry the southwestern desert color theming and materials, as well as the centrally located active and passive amenities, appropriately placed visible open spaces, pedestrian trails and pathways. Likewise, commercial areas will be sufficiently significant in scale and intensity to act as a focal point for the region, and a highly desirable asset to the City of Avondale. Together, the proposed land uses within Entorno embody a rich mix of environments: living, working and recreation, strengthening and building upon the values making this location special.

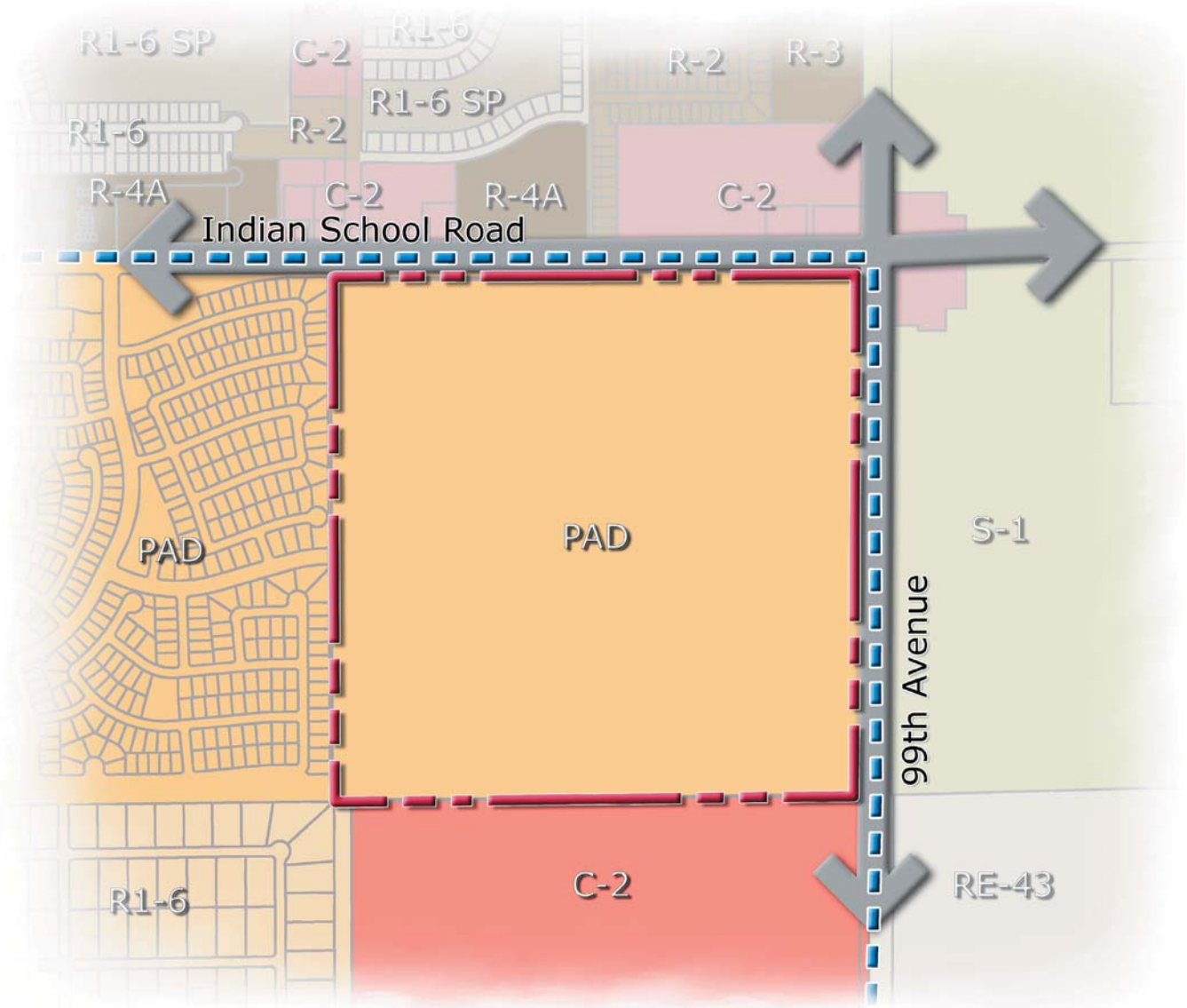
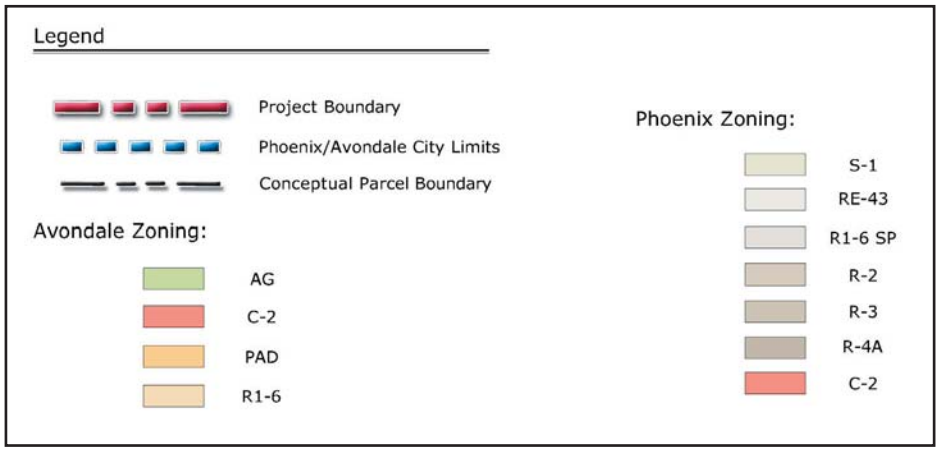


Figure 7 - Proposed Zoning



3.1 Land Use Categories

The land use categories of Residential, Regional and Neighborhood Commercial, Office/Commerce Park and Urban Mixed Use, proposed for Entorno comprise the overall land use plan and provide flexibility to accommodate a highly integrated mix of land uses **(Table 1 Land Use Summary and Figure 8 Land Use Plan)**. This flexibility is necessary to create a highly amenitized development, which will meet the needs and desires of the City's diverse population.

A. Residential Component:

Entorno will be designed to provide a mixture of neighborhoods with a variety of lot sizes and housing types including but not limited to: single family detached and attached, green-court homes, cottages, auto-court clusters, duplexes, tri-plexes through five-plexes, townhomes and urban-style live-work lofts. To accomplish this variety, the proposed residential land use categories carry with them a range of densities. Establishing a density range allows for logical and appropriate land use transitions, while simultaneously assuring diversity of home types throughout the Project. Within the Mixed Use General Plan classification, the residential area is limited and cannot exceed 45% of the total area (i.e. approximately 54 of the 120 acres).

1. **Residential Land Use Categories:** The following residential land use categories are proposed for the Entorno Project as summarized in Table 1:

   Residential I – Residential uses are proposed as a transition between adjoining existing residential neighborhoods ranging in densities of 4.0 to 7.0 du/ac, this land use category (proposed for Parcel 13) is primarily intended for single-family detached/attached neighborhoods such as Z-lots, zero lot line, alley-loaded, auto-court, green-court and townhomes.

   Residential II – Where residential uses are proposed as a transition between adjoining Entorno residential neighborhoods and commercial, densities for single-family detached and attached neighborhoods may range in densities from 8.0 to 14.0 du/ac. This designation (proposed for Parcel 14) is also primarily intended for a wider range of housing products, such as attached single-family home types and detached/attached product types consisting of zero lot line, alley-loaded, auto-court, green-court, and townhomes.

   Residential III – Ranging in densities of 15.0 to 24.0 du/ac, this land use category (proposed for Parcel 12) will also be varied. Diversity will be achieved through the introduction of a range of urban density products, including multifamily units consisting of attached alley-loaded, auto-court, green-court, duplexes, tri-plexes through five-plexes, condominiums and apartments.

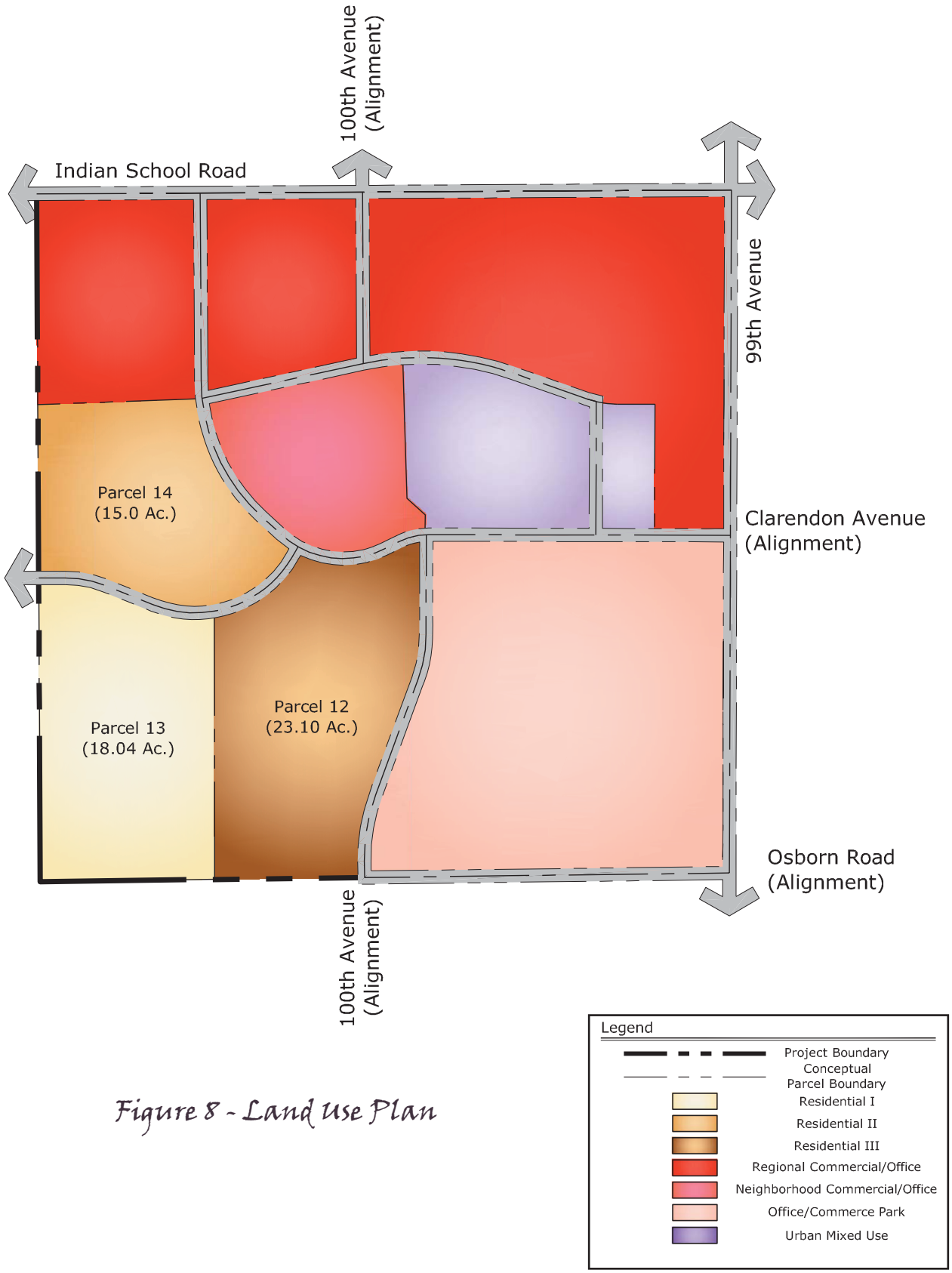


Figure 8 - Land Use Plan

B. Commercial and Mixed-Use Component:

Various types of commercial uses are proposed to offer residents and guests a variety of goods and services.

1. **Commercial and Mixed-Use Land Use Categories:** The following commercial and mixed-use land use categories are proposed for the Entorno Project:

   Regional Commercial/Office (Parcels 1-5) - The uses proposed in the Entorno project are based on the land use matrix found in Section 303 of City of Avondale Zoning Ordinance. The office component of this category works in conjunction with the Office/Commerce Park designation to provide much needed office space in Northeast Avondale. Hotel and Resort uses are also allowed as part of this designation to provide necessary lodging and conference accommodations with easy access to I-10 and the Loop 101.

   Neighborhood Commercial/Office (Parcels 8-9) - The uses proposed in the Neighborhood Commercial/Office are also based on the land use matrix found in Section 303 of City of Avondale Zoning Ordinance. Located interior to the Project site, commercial and office uses here augment the regional uses found in Parcels 1 – 5, and offer a unique atmosphere adjacent to the central open space and potential water feature.

   Office/Commerce Park (Parcels 10-11) - These types of uses are employment generators with a high degree of visibility and desirable work spaces. Uses here typically include offices, research, wholesaling and warehousing in a business park setting. Development standards enable these uses to co-exist with nearby residential or commercial uses. Business operations will be generally conducted indoors.

   Urban Mixed-Use Component (Parcels 6-7) - Providing residential densities up to 60.0 du/ac and street-level commercial and office uses. Urban Mixed-Use areas will be centrally located within Entorno and provide a dynamic "live, work and play" experience. These parcels will be primarily reserved for urban density residential-over-retail such as lofts, condominiums and apartments.

Table 1. Land Use Summary

Land Use Category	Gross Acreage	Net Acreage	Proposed Density(1) (du/ac)	Maximum # of Units(1) (Gross)	Maximum # of Units(1) (Net)
Residential (Parcels 12, 13 and 14)					
Residential I (Parcel 13)	18.04	14.55	4.0 - 7.0	126	-
Residential II (Parcel 14)	15.00	11.08	8.0 - 14.0	210	-
Residential III (Parcel 12)	23.10	15.90	15.0 - 24.0	-	381
Residential Sub-Total	56.14	41.53	-	336	381
Regional Commercial/Office (Parcels 1 - 5)	59.29	45.03	-	-	-
Neighborhood Commercial/Office (Parcels 8 - 9)					
Office/Commerce Park (Parcels 10 - 11)	31.49	30.87	-	-	-
Urban Mixed Use (Parcels 6 - 7)	16.15	10.02	20.0 - 60.0	-	601
Total	**163.07**	**127.45**		**336**	**982**

Note:

1. The ratio of dwelling units per acre. In Residential I and II, the density and maximum number of units shall be based on gross site area of land to be developed, including land dedications at no cost for proposed streets, alleys, or other right-of-ways, but excluding lands dedicated prior to development. In Residential III, density and maximum number of units shall be based on net site area. Net site area is the remaining ground area of the gross site area after deleting all portions for proposed perimeter right-of-ways and alleys.

C. Consistency with the General Plan and North Avondale Specific Plan:

Entorno has been designed to meet or exceed the land use goals and objectives of the Avondale General Plan and the North Avondale Specific Plan, which is discussed in detail within Section 2.3.

3.2 Residential Open Space and Amenities

A sense of community identity is achieved upon arrival at the corner of 99th Avenue and Indian School Road. Abundant landscaping and distinct monumentation accentuate the gateway area, signifying arrival into the City of Avondale as well as the Project. Orientation of streets and buildings are designed to consider vistas from every vantage point within the Project, as well as maintain view sheds. Mountain views are available of the White Tanks to the west, the Estrellas to the south and in the distance, Phoenix South Mountain. Substantial open space enhances the quality of life for residents, providing numerous opportunities for passive and active recreation.

Entorno is designed to create a sense of community and walkability, accordingly, recreational opportunities abound within the residential and mixed use areas. Entorno's pedestrian network, neighborhood and pocket parks and mixed use promenade features depicted in **Figure 9**, **Conceptual Open Space Plan**, are the focal points of their respective areas. The Conceptual Open Space Plan provides for a centrally located four-acre park and other pocket parks and recreation centers that will all be amenitized with ramadas, tot lots and barbecue areas, as well as active recreation elements and a pedestrian network. Overall, open spaces will be provided at the rate of fifteen percent (15%) of the gross parcel area within the Project neighborhoods and parks will be provided at a rate in excess of one three-acre park per 1,000 residents. The design and location of the open space amenities will allow for easy access by residents, employees, and visitors to Entorno.

Typcial Neighborhood Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas
- Sport Court

Typcial Pocket Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas

Proposed Project

Village Center

Potential Amenities Include:

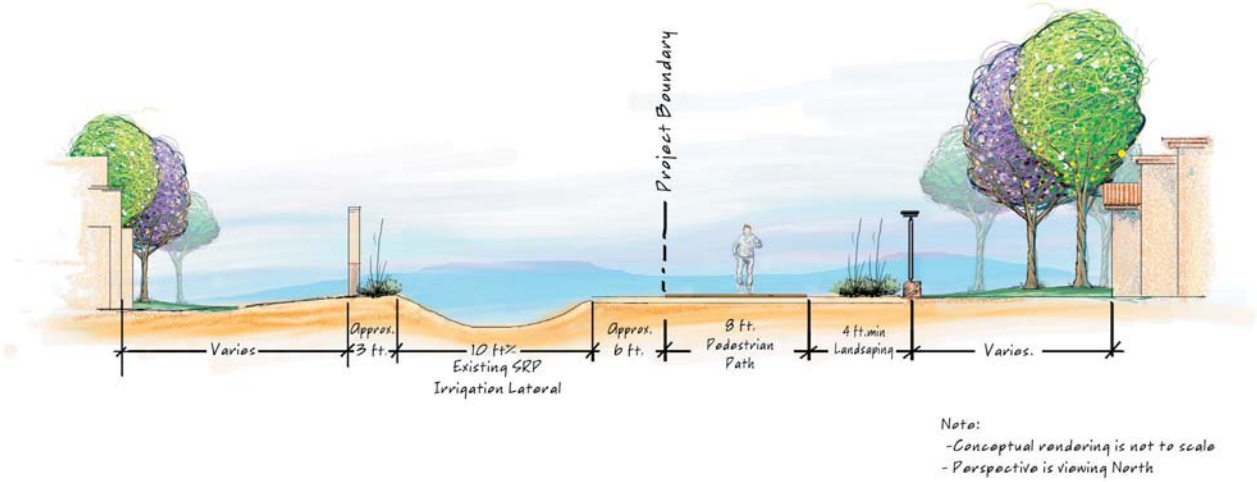
- Pedestrian Connections
- Potential Water Feature or Amphitheater
- Outdoor Seating
- Plazas
- Courtyards

Promenade

Shops on ground floor such as cafes and boutiques

Pedestrian walkways will provide connections between buildings on adjacent parcels.

Figure 9 - Conceptual Open Space Plan



Conceptual Pedestrian Path Cross-Section
(Along Western Boundary)

Conceptual Park Cross-Section
(with Potential Water Feature shown)

Figure 10 - Conceptual Pedestrian Path and Park Cross-Sections

The internal pedestrian network of paths and trails will function as a non-vehicular link to the residential neighborhoods as well as other amenities. All the pedestrian trails and walkways will be designed with a minimum eight (8)-foot wide improved surface with a minimum four (4)-foot wide landscape buffer. Where these paths and trails intersect with the adjacent vehicle drive aisles, they will be denoted with special pavement treatments and/or pavers. The 1.5 acre linear park along the western boundary will incorporate the same design standards. This linear park will provide a pleasant recreation environment and serving as a view corridor for both residents of Westwind and Entorno, will include pedestrian refuges with amenities such as seating areas, benches and trash receptacles **(Figure 10, Conceptual Pedestrian Path and Park Cross-Section)**. Additionally, as the linear park is located north and east of the Roosevelt Irrigation District (RID) canal which traverses the North Avondale Specific Planning Area between Thomas and Indian School Roads, it will connect Entorno to the RID pedestrian trail and will allow residents and visitors the unique advantage of utilizing Avondale's extensive recreational path network.

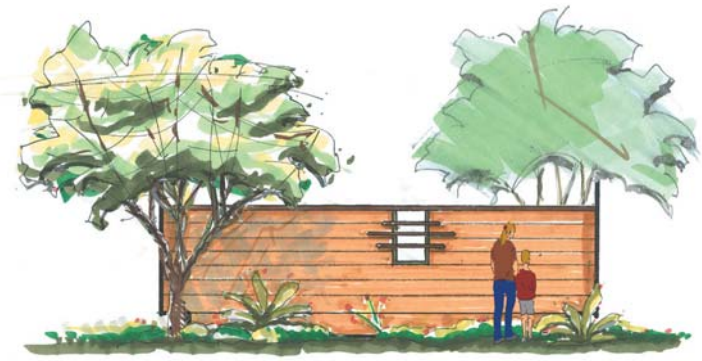
The Urban Mixed-Use parcels where residents will live above the commercial areas, will be amenitized with promenades and centralized gathering areas. Open space here has been maximized by utilizing structured parking located either below grade or integral to the buildings and by eliminating the need for large parking lots for the building residents and visitors. Surrounding the promenade, may be inviting shops, boutiques and cafes located along the pedestrian level, where residents will have convenient access to shopping and entertainment. The amount of common open space provided will equal or exceed the multiple of one and one-half (1.5) times the first floor area of all buildings up to a maximum of 45% of the net lot area.

To complement the urban living lifestyle, the inclusion of exterior balconies facing major pedestrian areas may be incorporated. Buildings will be designed to provide shade along the walkways, and pedestrian paths, and the promenade. The goal is to provide inviting linkages for residents to the employment opportunities within the surrounding commercial and office/park areas.

3.3 Walls and Entry Monumentation

The theme walls, entry monumentation and wall signage are a vital part of the design because they provide the initial impression for the project. **Figure 11** provides conceptual examples of the quality of design for the proposed walls, and entry monument theme. Since the location of the project is of key importance to the City as a gateway point, the owner will work with the City of Avondale Municipal Committee during the master site plan approval process to provide a public art installation (e.g. sculpture) at the corner of 99th Avenue and Indian School.

All project walls and entry monumentation will incorporate specific earth tone colors and materials and will represent the southwest desert contemporary theme for the project. Further enhancements include designing staggered wall planes and visual breaks within the perimeter and view walls to maximize the visual interest into the community from adjacent streets.



Conceptual Wall - Option 1

Conceptual Wall - Option 2

Conceptual Wall - Option3

Figure 11 - Conceptual Walls and Entry Monumentation

A. Colors and Materials:

- Utilize earth tone color combinations to reduce glare and create dramatic effects.
- Finish colored concrete with hand-troweled or form-finished techniques similar to those used on the buildings for all the parcels.
- Use cast-in-place or precast concrete blocks and panels with similar construction techniques designed for the structures on all the parcels.
- Encourage the use of smooth and split-face concrete textures, exposed aggregate, stucco or plaster, brick or stone veneers.

B. Location:

- Place theme walls and view walls where they can be seen from arterial and collector streets, as well as at entry points and intersections.
- Combine decorative landscaping with enhanced wall details to promote a sense of arrival into Entorno.
- Utilize perimeter walls with staggers and visual breaks located approximately every two hundred (200) feet, where viable, to maximize visual interest.
- Construct view walls shall where visibility is paramount as in areas adjacent to open spaces and trails.

Commercial Entry Monumentation

C. Entry Monument Signage:

- Utilize complementary colors and design similar to the overall architectural features of the proposed buildings.
- Develop a specific font unique to Entorno to be used for residential and commercial signage.
- Employ monumentation with a subdivision name and adjacent landscaping to distinguish the character of each neighborhood.
- Use signage in commercial and urban mixed-use areas that is of appropriate height to promote visibility at corners, while also permitting easy identification of the employment and services in the area.

Entorno is the gateway into Avondale and requires ample visibility and signage height at the corner of 99th Avenue and Indian School to attract visitors to the Project and Avondale. Entorno will draw visitors from a larger service area due to its proximity to the Loop 101 Freeway. As such, a comprehensive sign package will be submitted to the City of Avondale for review of signage at the corner of 99th Avenue and Indian School Road and from throughout the Project.

Residential Entry Monumentation

3.4 Development Standards

Entorno utilizes development standards unique to each type of land use designation. The regulations and provisions for land use along with the Project's development standards including density, intensity and types of uses are contained within the PAD rezoning narrative and will take precedence over regulatory standards for land use and development within the Avondale General Plan, North Avondale Specific Plan, and the Avondale Zoning Ordinance. Administrative procedures and development standards contained in the aforementioned Plans or Ordinances, not covered by the PAD shall remain applicable to development within the PAD. In the event of a conflict between the provisions of the PAD and its development standards and the aforementioned Avondale Plans or Ordinances, the new laws, rules or regulations and standards of development shall govern subject to vesting provisions of Arizona law.

A. Residential Development Standards (Parcels 12 – 14)

Development standards for the residential component of Entorno meet or exceed those set forth in **Table 2 and Table 2A**.

Table 2. Residential Development Standards

Development Standard	Land Use Category		
	Residential I (Parcel 13)	**Residential II (Parcel 14)**	**Residential III (Parcel 12)**
Density Range	4.0-7.0 Du/Ac	8.0-14.0 Du/Ac	15.0-24.0 Du/Ac
Minimum Parcel Area	4 acres (1)	3 acres (1)	3 acres (1)
Minimum Perimeter Building Setback Parcel	10' adjacent to a collector R/W, open space tract, commercial or multifamily residential;	10' adjacent to a collector R/W, open space tract, commercial or multifamily residential;	10' adjacent to a collector R/W, open space tract, commercial or multifamily residential;
	20' adjacent to existing single-family residential	20' adjacent to existing single-family residential	25' adjacent to existing single-family residential
Minimum Lot Area Per Dwelling Unit (2)	2,250 SF	2,100 SF	1,400 SF
Minimum Lot Width	25'	20'	15'
Minimum Building Separation (1)	10'	8'	6'
Minimum Building Separation Courts and Alleys with opposing garages	30' garage face to garage face or structure	30' garage face to garage face or structure	30' garage face to garage face or structure
Minimum Lot Setbacks	See Table 2A	See Table 2A	See Table 2A
Maximum Building Height (3)	45' (3 stories)	45' (3 stories)	45' (3 stories)
Lot Coverage - Single Family Detached (4)	Primary structure, not including attached shade structures:45%, Total:50%	Primary structure, not including attached shade structures:50%, Total:55%	N/A
Lot Coverage - Single Family Attached and Multifamily (5)	65%	70%	75%
Parking Spaces Per Dwelling Unit	1.5	1.3	1

Notes:

1. The entire Parcel Area shall be considered as one lot (parcel). Each individual parcel may contain multiple buildings and each building may include multiple dwelling units. The dwelling units may be attached with zero (0)-foot separation between units, and each separate multi-unit building can be separated from other structures on a single parcel. No individual parcel may be reduced in size below the minimum area as indicated in Table 2.
2. Minimum Lot area per dwelling unit = total area of lots and all open space, excluding all public and/or private streets, divided by the total number of units.
3. There shall be a 20-foot maximum height within 20 feet of a single-family zoned district, which height may be increased one foot for each additional one foot of building setback to the maximum permitted height. Additionally, units immediately adjacent to single-family zoned districts shall not exceed 1-story or 30 feet, unless the structure has a minimum separation of 100 feet from the single-family zoned district. Building height shall be measured as defined within the Avondale Zoning Ordinance.
4. Lot Coverage - Single Family-detached = the total structural coverage provided on a lot or site inclusive of all roofed areas or structures capable of supporting a roof divided by the net area of the lot. The first three feet of roof overhang or projection shall not be inclusive in the lot coverage.
5. Lot Coverage - Single Family-attached and multifamily = the total structural coverage provided on the sum of all the units within the Parcel of which is divided or prorated between each of the units after streets (collector and arterial streets only) are subtracted from the total net area.

Table 2A. Residential Building Standards (1)

Product Type Development	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Single Family - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Single Family – attached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		
Z-Lots - detached	**X**	**X**		
Front or Side Garage of Structure	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, Interior Use & Benefit Easement	3'	3'		
Side Yard to Private Accessway	15'	15'		
Zero Lot Line - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	5', one side	5', one side		
Side Yard to Private Accessway	15'	15'		
Alley-loaded - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Rear Facing Garage on Alley	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Alley-loaded - attached		**X**		
Front, Structure to Private Accessway		15'		
Rear Facing Garage on Alley		3'		
Face of Garage to opposing Face of Garage		30'		
Side Yard, interior		N/A		
Side Yard to Private Accessway		15'		
Auto Court - detached	**X**	**X**		
Front, facing Garage in Court	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Rear	5'	3'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Auto Court – attached	**X**	**X**		
Front, facing Garage in Court	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Rear	5'	3'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		
Green Court - detached	**X**	**X**		
Front, facing Green Court	5'	3'		
Rear, with Garage	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Green Court - attached	**X**	**X**		
Front, facing Green Court	5'	3'		
Rear, with Garage	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		
Townhomes - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Townhomes – attached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		

Table 2A. Residential Building Standards (1)

Product Type Development	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Duplex - attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Rear Yard			3'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Tri-plex – attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Front, facing Open Space			3'	
Rear, facing Garage in Court			3'	
Face of Garage to opposing Face of Garage			30'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Four-plex – attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Front, facing Open Space			3'	
Rear, facing Garage in Court, if applicable			3'	
Face of Garage to opposing Face of Garage			30'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Five-plex – attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Front, facing Open Space			3'	
Rear, facing Garage in Court, if applicable			3'	
Face of Garage to opposing Face of Garage			30'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Condominium			**X**	**X**
Front, Structure to Private Accessway			15'	N/A
Front to Parcel Boundary			N/A	20'
Front Facing Garage to Private Accessway			18'	N/A
Front, facing Open Space			3'	N/A
Rear, facing Garage in Court, if applicable			3'	N/A
Face of Garage to opposing Face of Garage			30'	N/A
Side Yard, interior			N/A	None
Side Yard to Private Accessway			15'	N/A
Side Yard to Street			N/A	20'
Min. Setback from Residential Use/District			N/A	10' per story (2)
Apartments			**X**	**X**
Front, Structure to Private Accessway			15'	N/A
Front to Parcel Boundary			N/A	20'
Front Facing Garage to Private Accessway			18'	N/A
Front, facing Open Space			3'	N/A
Rear, facing Garage in Court, if applicable			3'	N/A
Face of Garage to opposing Face of Garage			30'	N/A
Side Yard, interior			N/A	None
Side Yard to Private Accessway			15'	N/A
Side Yard to Street			N/A	20'
Min. Setback from Residential Use/District			N/A	10' per story (2)
Urban Lofts				**X**
Front to Parcel Boundary				20'
Side Yard, interior				None
Side Yard to Street				20'
Min. Setback from Residential Use/District				10' per story (2)

Notes:
N/A = Not Applicable.
(1) All setback dimensions are minimums.
(2) Setback does not apply to adjacent mixed-use districts.

1. Permitted Uses

A. Residential I Permitted Uses (Parcel 13)

The following uses are allowed within the Residential I District:

1) Permitted Uses:

a) One (1) single-family detached dwelling unit per lot.
b) One (1) single-family attached dwelling unit per lot.
c) Accessory uses and buildings incidental to the principal use such as pools, garages, sheds and provided any accessory building is not used for sleeping or living quarters.
d) Home Occupations in accordance with Section 202.E. of the Avondale Zoning Ordinance.
e) Public parks and public recreation areas.
f) Community swimming pools and similar recreational facilities of a non-profit nature when owned and maintained by the homeowners' association.
g) Temporary construction office, shed and/or storage yard in conjunction with on-site construction, subject to Section 202.B.8 of the City of Avondale Zoning Ordinance.
h) Temporary residential sales office for the on-site sale of homes, subject to Section 202.B.9 of the City of Avondale Zoning Ordinance.
i) Subdivision model home complex for the on-site and off-site sale of homes, subject to Section 202.B.10 of the City of Avondale Zoning Ordinance.

2) Uses Permitted Subject to Conditional Use Permit:

a) Public and municipal facilities.
b) Group housing subject to Section 202.C.6. of the City of Avondale Zoning Ordinance.
c) Day care or nursery school in conjunction with a church provided such activities are on the same lot.
d) Country Clubs, golf courses, community swimming pools.
e) Bed and Breakfasts.
f) Boarding and rooming houses.
g) Private clubs and lodges of a non-profit nature.
h) Home child care for 5-10 children not related to the residents, subject to conditions.
i) Child care center in conjunction with a church.

3) Prohibited Uses:

Any use not expressly stated herein and/or the following are not permitted:

a) Agricultural uses, such as but not limited to farming including all types of agriculture and horticulture, cultivating or harvesting uses, grazing and keeping of livestock, apiaries, horse ranches, dairy farms, cattle feed lots, retailing of farm products, keeping of farm and small animals, plant nurseries and greenhouses, and commercial stables.
b) Commercial ranch, guest ranch or resort.
c) Plant nurseries and greenhouses (wholesale).
d) Sales stands for the sale of farm products produced on the premises.

e) Corrals, barns, stables and pens.
f) Fowl, aviaries and apiaries.
g) Guest houses.
h) Group recovery home.
i) Independent care or nursery schools.
j) Cemeteries, mausoleums and crematoriums.
k) Mobile home, recreational vehicle or similar vehicle occupied for dwelling purposes.
l) Mobile home subdivisions.
m) Recreational vehicle parks.
n) Accessory uses common to mobile home and recreational vehicle parks.

B. Residential II Permitted Uses (Parcel 14)

The following uses are allowed within the Residential II District:

1) Permitted Uses:

a) All permitted uses under the Residential I District.

2) Uses Permitted Subject to Conditional Use Permit:

a) All uses permitted subject to a conditional use permit under the Residential I District.
b) Nursing homes.
c) Adult assisted living centers

3) Prohibited Uses:

All non-permitted uses under the Residential I District and any use not expressly stated herein.

C. Residential III Permitted Uses (Parcel 12)

The following uses are allowed with the Residential III District:

1) Permitted Uses:

a) All uses permitted in the Residential II District.
b) Two (2) or more family units per lot and multifamily units.

2) Uses Permitted Subject to Conditional Use Permit:

a) All uses permitted subject to a conditional use permit under the Residential II District.
b) Private clubs and lodges of a non-profit nature.
c) Nursery schools and day care centers.

3) Prohibited Uses:

All non-permitted uses under the Residential I District and any use not expressly stated herein.

B. Commercial and Mixed Use Development Standards (Parcels 1 through 11)

Table 3. Regional and Neighborhood Commercial/Office, Urban Mixed Use and Office/Commerce Park Development Standards

Development Standard	Land Use Category		
	Retail Commercial/Office	Urban Mixed-Use	Office/ Commerce Park
Minimum Lot Width:	None	None	None
Minimum Lot Area:	None	None	None
Minimum Site Depth	None	None	None
Maximum Lot Coverage:	None	None	None
Maximum Building Height: (1)	45' (3 stories)	120' (8 stories) (2)	45' (3 stories)
Required Parking (4)(5)	See Note 3	1Bedroom/Loft: 1 space/unit 2+Bedrooms: 1.5 spaces/unit All Other Uses: See Note 3	See Note 3
Setbacks:			
Minimum Front Setback	20'	See Table 2A	20'
Minimum Street Setback	20'	See Table 2A	20'
Minimum Interior Setback	None	See Table 2A	None
Minimum Setback from a Residential District or Use	25' (1 Story)	See Table 2A	25' (1 Story)
	30' (2 Story)	--------	30' (2 Story)
	35' (3 Story)	--------	35' (3 Story)

Notes:

1. Mechanical equipment may exceed the maximum height up to twenty (20) feet, must be completely screened from view, and comprise less than 50% of the roof area.
2. Maximum height for Urban Mixed Use is limited to 120 feet and 8 stories. A two-story height increase, as described in the North Avondale Specific Plan, Section V. Implementation Strategy, Section A. Development Guidance, is not permitted.
3. Required parking for commercial parcels will conform with Section 804: Required Parking Schedule, of the City of Avondale Zoning Ordinance.
4. All residential parking shall be provided in surface or below grade parking structures.
5. A shared parking option may be granted by the City of Avondale staff per industry standards to reduce the nonresidential parking requirement based on studies indicating less nonresidential parking is needed during certain time of the day. This shared parking option may consider nonresident parking available in all areas of the project, on-street parking, and parking available within 300 feet of the project in determining the total amount of nonresidential parking to be provided.

1. Permitted Uses

A. Regional Commercial/Office Permitted Uses

The following uses are allowed within this Commercial District:

1) Permitted Uses:

a) Retail Sales of new merchandise within an enclosed building.

b) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses (including drive-throughs subject to Section 505.C.2. of the City of Avondale Zoning Ordinance and those with outdoor dining but without entertainment and/ or dancing).

c) Professional, administrative, business, clerical or sales offices.
d) Banks and financial or similar uses (including drive-throughs subject to Section 505.C.2. of the City of Avondale Zoning Ordinance).
e) Automated teller machine (ATM) and kiosks.
f) Hotels, motels and resorts.
g) Emergency medical care facilities.
h) Hospitals.
i) Medical, dental, or health offices, clinics, and laboratories.
j) Personal service establishments, such as day spas including beauty salons, barber shops, nail salons, except as listed…
k) Clothing alteration, custom dressmaking or tailor shop.
l) Dry cleaning and laundry establishment, excluding drive-through facilities. Drop-off services only.
m) Laundromat, self-service.
n) Post Office.
o) Appliance service and repair.
p) Ticket and travel agency.
q) Churches, synagogues, temples, convents and parish houses, or other places of general assembly for worship.
r) Schools and educational institutions, public and private, such as vocational, business, technical, medical, dental, college or university.
s) Cultural institutions.
t) Dancing, theatrical or music studio.
u) Libraries and museums.
v) Retail sales of lumber, landscaping and building materials (excluding outdoor storage).
w) Indoor commercial uses such as movie theaters, swimming and racquet clubs, bowling alleys, game rooms, video arcades, ice and skating rinks, shooting ranges, pool and dance halls, excluding adult uses, taverns, bars or lounges.
x) Pharmacy.
y) Art galleries.
z) Artist's studios, artisans' and craftmens' studio or workshops, including retail sales.
aa) Antiques and collectible shops.
bb) Bakeries.
cc) Bicycle and sporting good stores.
dd) Bookstores.
ee) Camera shops.
ff) Candy/ confectioner's shops.
gg) Clothing, resort wear, and t-shirt shops, selling only new merchandise.
hh) Clothing consignment shops.
ii) Coffee houses.
jj) Curio shops.
kk) Delicatessens.
ll) Florists and flower shops.
mm) Furniture sales and rental.
nn) Gift shops.
oo) Herbal, natural remedy and metaphysical shops.
pp) Ice cream shops.
qq) Import stores.

rr) Jewelry stores.
ss) Juice bars.
tt) Music, record, cd and DVD stores, for retail or rental sales.
uu) Newsstands.
vv) Outdoor gear stores and sales.
ww) Photography studios.
xx) Photographic developing and printing studio.
yy) Shoe stores and shoe repair shops.
zz) Specialty grocers and food stores without gasoline sales.
aaa) Specialty retail stores and services, indoor, such as toys, maps, flag, kite, magic, and puppet shops, etc.

2) Accessory Uses:

a) Accessory buildings, structures and uses customarily incidental to a permitted use.

3) Uses Permitted Subject to Conditional Use Permit:

a) Veterinary hospitals, offices, and clinics, excluding animal boarding.
b) Day care centers.
c) Pet boarding and day care facility.
d) Dwelling units above the ground floor of a building.
e) Dwellings not part of a commercial development.
f) Clubs and lodges.
g) Health and exercise centers, athletic clubs, health clubs.
h) Commercial sporting complexes, concert facilities, stadiums and similar outdoor recreational facilities.
i) Outdoor commercial recreation/ entertainment uses such as: fairgrounds, golf courses, amusement parks, golf driving ranges, commercial racetrack, rodeo grounds, shooting range, swimming and tennis club.
j) Commercial parking lot and garages.
k) Motion picture studios.
l) Service and gas stations subject to Section 305.D. of the City of Avondale Zoning Ordinance.
m) Alcoholic beverage sales for off premises consumption.
n) Performing arts theaters, but excluding adult live entertainment establishments.
o) Sidewalk vendors.
p) Automobile leasing facilities.
q) Auto supply store, indoor.
r) Automobile, boat, recreational vehicle, or motorcycle, sales and rental.
s) Carwash, mechanical or self-service.
t) Tire sales, repair, and mounting.
u) Tavern, bar, lounge or establishment with entertainment and/or dancing that sells beer or intoxicating liquor for consumption on premise, excluding restaurants and adult uses subject to Section 305.E. of the City of Avondale Zoning Ordinance.
v) Tavern, bar, lounge or establishment with entertainment and/ or dancing.
w) Reception centers, recreation and social/ private clubs.
x) Assisted living facility, nursing, or convalescent home, long term care facility and hospices, and group care facilities.

y) Public service or non-profit community use.
z) Public utility buildings, structures, uses, facilities and equipment.
aa) Ambulance service facility.
bb) Employment agencies.
cc) Research laboratories.
dd) Personal service establishments such as tanning salon, massage therapy, tattoo, body piercing parlor, palm readers, phrenologists, fortune tellers and astrologers, excluding adult uses.
ee) Plant nurseries with outdoor display.
ff) Retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor sales and sidewalk sales.

4) Prohibited Uses:

Any use not expressly stated within the permitted or conditional uses sections above and the following are not permitted:

a) Cemetery, crematorium, mausoleum, funeral home and chapel, mortuaries and columbarium.
b) Monument sales and engraving shop.
c) One residence of a caretaker and family employed on the premises.

B. Neighborhood Commercial/Office Permitted Uses

The following uses are allowed with the Commercial District:

1) Permitted Uses:

a) Retail Sales of new merchandise within an enclosed building.
b) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses, excluding drive-through facilities.
c) Professional, administrative, business, clerical or sales offices.
d) Banks and financial or similar uses (including drive-throughs subject to Section 505.C.2. of the City of Avondale Zoning Ordinance).
e) Automated teller machine (ATM) and kiosks.
f) Medical, dental, or health offices, clinics, and laboratories.
g) Personal service establishments, such as day spas including beauty salons, barber shops, nail salons, except as listed…
h) Clothing alteration, custom dressmaking or tailor shop.
i) Dry cleaning and laundry establishment.
j) Laundromat, self-service.
k) Post Office.
l) Appliance service and repair.
m) Ticket and travel agency.
n) Churches, synagogues, temples, convents and parish houses, or other places of general assembly for worship.
o) Schools and educational institutions, public and private, such as vocational, business, technical, medical, dental, college or university.
p) Cultural institutions.
q) Dancing, theatrical or music studio.
r) Libraries and museums.
s) Indoor commercial uses such as movie theaters, swimming and racquet clubs, bowling alleys, game rooms, video arcades, ice and skating rinks,, pool and dance halls, excluding adult uses, taverns, bars or lounges.
t) Pharmacy.
u) Art galleries.

v) Artist's studios, artisans' and craftmens' studio or workshops, including retail sales.
w) Antiques and collectible shops.
x) Bakeries.
y) Bicycle and sporting good stores.
z) Bookstores.
aa) Camera shops.
bb) Candy/ confectioner's shops.
cc) Clothing, resort wear, and t-shirt shops, selling only new merchandise.
dd) Clothing consignment shops.
ee) Coffee houses.
ff) Curio shops.
gg) Delicatessens.
hh) Florists and flower shops.
ii) Gift shops.
jj) Herbal, natural remedy and metaphysical shops.
kk) Ice cream shops.
ll) Import stores.
mm) Jewelry stores.
nn) Juice bars.
oo) Music, record, cd and DVD stores, for retail or rental sales.
pp) Newsstands.
qq) Outdoor gear stores and sales.
rr) Photography studios.
ss) Photographic developing and printing studio.
tt) Shoe stores and shoe repair shops.
uu) Specialty grocers and food stores without gasoline sales.
vv) Specialty retail stores and services, indoor, such as toys, maps, flag, kite, magic, and puppet shops, etc.

2) Accessory Uses:

a) Accessory buildings, structures and uses customarily incidental to a permitted use.

3) Uses Permitted Subject to Conditional Use Permit:

a) Veterinary hospitals, offices, and clinics, excluding animal boarding.
b) Day care centers.
c) Dwelling units above the ground floor of a building.
d) Clubs and lodges.
e) Health and exercise centers, athletic clubs, health clubs.
f) Commercial sporting complexes, concert facilities, stadiums and similar outdoor recreational facilities.
g) Commercial parking lot and garages.
h) Motion picture studios.
i) Alcoholic beverage sales for off premises consumption.
j) Performing arts theaters, but excluding adult live entertainment establishments.
k) Sidewalk vendors.
l) Tavern, bar, lounge or establishment with entertainment and/or dancing that sells beer or intoxicating liquor for consumption on premise, excluding restaurants and adult uses subject to Section 305.E. of the City of Avondale Zoning Ordinance.

m) Tavern, bar, lounge or establishment with entertainment and/ or dancing.
n) Reception centers, recreation and social/ private clubs.
o) Public service or non-profit community use.
p) Employment agencies.
q) Research laboratories.
r) Personal service establishments such as tanning salon, massage therapy, tattoo, body piercing parlor, palm readers, phrenologists, fortune tellers and astrologers, excluding adult uses.
s) Retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor sales and sidewalk sales.

4) Prohibited Uses:

Any use not expressly stated within the permitted, conditional, or accessory uses sections above and the following are not permitted:

a) Cemetery, crematorium, mausoleum, funeral home and chapel, mortuaries and columbarium.
b) Monument sales and engraving shop.
c) One residence of a caretaker and family employed on the premises.

C. Office/Commerce Park

The following uses are allowed with the Office/Commerce Park District:

1) Permitted Uses:

a) Offices for professional, administrative, clerical, and sales service.
b) Financial institutions, excluding drive-through facilities.
c) Research laboratories.
d) Medical, dental or health school, office, clinic or laboratory.
e) Pharmacy.
f) Hospitals and other health care facilities.
g) Hotels, motels and resorts.
h) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses, excluding drive-through facilities.
i) Motion picture production studios.
j) Wholesaling of goods and merchandise to retailers or jobbers for resale to the ultimate consumer.
k) Warehousing and distribution, excluding dead vehicle storage, trucking companies and moving storage companies, provided storage does not exceed fifty (50) percent of the gross floor area of the primary use.
l) Retail commercial operations directly related to the primary industrial use, provided storage does not exceed fifty (50) percent of the gross floor area of the primary use.

2) Accessory Uses:

a) Accessory buildings, structures and uses customarily incidental to a permitted use.

3) Uses Permitted Subject to Conditional Use Permit:

a) Health and exercise centers, athletic clubs, health clubs.
b) Motion picture studios.
c) Radio and television studios with receiving and transmitting towers.
d) Public utility buildings.
e) Day care, nursery schools, and child care center.
f) Transmitting and receiving towers, cellular and digital telecommunications monopoles.

4) Prohibited Uses:
Any use not expressly stated within the permitted, conditional, or accessory uses sections above and the following are not permitted.

a) Dead vehicle storage.
b) Outside storage of materials, goods, vehicles.
c) Outdoor commercial/recreation uses such as amusement parks, fairgrounds, golf courses, golf driving ranges, commercial racetrack, rodeo grounds, shooting range, zoos, drive-in theaters, miniature golf courses, sports courts and fields, outdoor arenas, sports stadiums, water parks and paintball parks.
d) Electrical substations, generating plants and other public utilities when subject to municipal zoning authority.
e) Drive through uses, including restaurants, financial institutions, stand alone pharmacies with drive-through facilities.
f) Service and gas stations.

D. Urban Mixed-Use Permitted Uses
The following are allowed in the Urban Mixed-Use District:

1) Permitted Uses:

a) Multifamily residential dwelling units above the ground floor of a building.
b) Retail Sales of new merchandise within an enclosed building.
c) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses.
d) Professional, administrative, business, clerical or sales offices.
e) Financial institutions, including drive-through facilities subject to Section 505.C.2. of the City of Avondale Zoning Ordinance.
f) Automated teller machine (ATM) and kiosks.
g) Medical, dental, or health offices, and clinics.
h) Personal service establishments, such as day spas, beauty salons, barber shops, nail salons, tanning salon, massage therapy, except as listed...
i) Clothing alteration, custom dressmaking or tailor shop.
j) Dry cleaning and laundry establishment.
k) Laundromat, self-service.
l) Post Office.
m) Ticket and travel agency.
n) Dancing, theatrical or music studio.
o) Libraries and museums.
p) Indoor commercial uses such as game rooms, video arcades, and pool halls, excluding adult uses, taverns, bars or lounges.
q) Pharmacy.
r) Art galleries.
s) Artist's studios, artisans' and craftmens' studio or workshops, including retail sales.
t) Antiques and collectible shops.
u) Bakeries.
v) Bicycle and sporting good stores.

w) Bookstores.
x) Camera shops.
y) Candy/ confectioner's shops.
z) Clothing, resort wear, and t-shirt shops, selling only new merchandise.
aa) Coffee houses.
bb) Curio shops.
cc) Delicatessens.
dd) Florists and flower shops.
ee) Gift shops.
ff) Herbal, natural remedy and metaphysical shops.
gg) Ice cream shops.
hh) Import stores.
ii) Jewelry stores.
jj) Juice bars.
kk) Music, record, cd and DVD stores, for retail or rental sales.
ll) Newsstands.
mm) Outdoor gear stores and sales.
nn) Photography studios.
oo) Photographic developing and printing studio.
pp) Shoe stores and shoe repair shops.
qq) Specialty grocers and food stores.
rr) Specialty retail stores and services, such as toys, maps, flag, kite, magic, and puppet shops, etc.
ss) Retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor sales and sidewalk sales.

2) Uses Permitted Subject to Conditional Use Permit:

a) Commercial and residential parking garages.
b) Alcoholic beverage sales for off premises consumption.
c) Performing art theaters, but excluding adult live entertainment establishments.
d) Health and exercise centers, athletic clubs, health clubs.
e) Sidewalk vendors.
f) Tavern, bar, lounge or establishment with entertainment and/or dancing that sells beer or intoxicating liquor for consumption on premise, excluding restaurants and adult uses subject to Section 305.E. of the City of Avondale Zoning Ordinance.
g) Tavern, bar, lounge or establishment with entertainment and/ or dancing.
h) Public service or non-profit community use.
i) Employment agencies.
j) Personal service establishments such as tattoo, body piercing parlor, palm readers, phrenologists, fortune tellers and astrologers, excluding adult uses.

3) Prohibited Uses:

All non-permitted uses under the Regional and Neighborhood Commercial Non-Permitted Uses found in Section 3.4.B.1.A and Section 3.4.B.1.B and any use not expressly stated herein.

3.5 Design Guidelines and Architectural Character

The architectural character of Entorno will enhance the quality of life for residents, their guests and surrounding neighbors. The intent is to promote a "southwest desert contemporary" architecture style. Combining common design elements, native materials and a southwestern desert earth-tone color palette, Entorno respects the flavor of the southwest while providing an attractive, modern project. In addition, Entorno's design utilizes curvilinear streetscapes trimmed with drought tolerant trees such as palo verdes and acacias, centrally located recreational amenity areas and ample open spaces. The Entorno project encourages pedestrian interaction by providing generous landscaped boulevards and a pedestrian trail system.

A. Residential Design Guidelines (Parcels 12 – 14)

All single-family detached/attached buildings and multifamily located within the Entorno project will have common design elements and features to help create a distinct atmosphere. This will be accomplished by:

- Creating visual interest through articulation of wall planes;
- Varying roof forms and other similar methods;
- Utilizing four-sided architecture;
- Providing architectural treatments to large wall expanses.

Refer to Figures 12-22 for design concepts of potential housing styles and conceptual single and multifamily residential architecture.

1) Single Family Architectural Character

To prevent a monotonous streetscape, the following standards shall apply:

a. Homebuilders shall provide not less than three (3) elevations for each house plan.
b. No adjacent home or home directly across the street shall have the same elevation or roofline.
c. For all pitched roofs, homebuilders shall provide at least twelve (12) inches of roof overhang (eave) to all walls.
d. Homebuilders will offer homebuyers not less than six (6) house color combinations, three (3) tile colors and two (2) tile types.
e. Exterior colors shall be southwestern earth tones.

Although a final home product is not yet available for review, residential buildings may include the following architectural details:

- Asymmetrical massing;
- Gable or hipped rooflines;
- Stucco or concrete fiber siding;
- Brick or stone veneers;
- Tile roofs;
- Side entry garages;
- Balconies or patios;
- Divided light windows;
- Decorative Shutters;
- Decorative molding, pilasters, or wainscoting.

2) Multifamily Architectural Character

Multifamily residential neighborhoods exceeding 12.0 dwelling units per acre will also promote overall design unity and visual interest. Common to all multifamily products, carports or garages shall be constructed of similar materials, colors, and architecture matching the primary building. Multifamily site entries shall be treated with special landscaping, paving treatments, and visual features such as fountains, sculptures, or public art. Also, builders of multifamily products will include a minimum of three (3) of these architectural design elements:

- Bays or alcoves at pedestrian level;
- Bay windows or deep recessed windows;
- Projected or recessed patios or balconies;
- Awnings, corbels, or dormers;
- Decorative molding, pilasters, or wainscoting;
- Brick or stone veneers;
- Architecturally designed building lighting;
- Pop-out door and window treatments or decorative shutters;
- Divided light windows.

3) Lighting

Lighting standards shall be utilized to increase pedestrian safety, limit light trespass and pollution and to create visual interest and beauty. Lighting fixtures should compliment and be an integral part of the ultimate design and feel of the development. All lighting utilized in the development shall be fully shielded and downward facing.

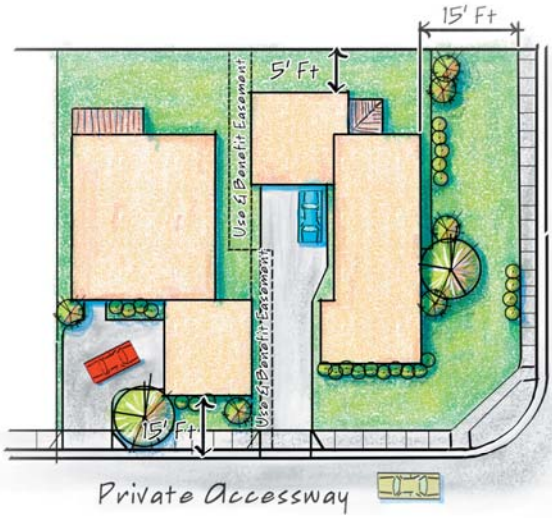
4) Landscaping

The goal of the landscape palette and proposed design is to blend the agricultural heritage into the native desert through the use of two distinct, yet complimentary plant palettes. The use of drought-resistant plant materials for passive recreation areas, trails/pathway corridors and visual focal points shall be required as discussed in the North Avondale Specific Plan. Activity areas will receive an enhanced landscape palette, which allows additional shade opportunities, creating an ambiance more conducive to social gathering areas. Accordingly, the residential landscaping palette is designed to integrate with and enhance the architectural character of the built environment **(Figure 9, Conceptual Open Space Plan)**. Combined with the streetscape theme **(Figures 28-30 Street Cross Sections and Conceptual Streetscapes)**, the palo verde and acacia trees will be used throughout the residential areas.

5) Management and Maintenance

Various property owners' associations are planned for Entorno to care for and maintain all community open space, amenities, landscape tracts and right-of-way landscaping within the development. It will be required of all homebuilders to establish individual homeowners' associations (HOA) for their respective projects.

Single Family, Townhomes and Duplex (Attached)



Conceptual Z-Lot

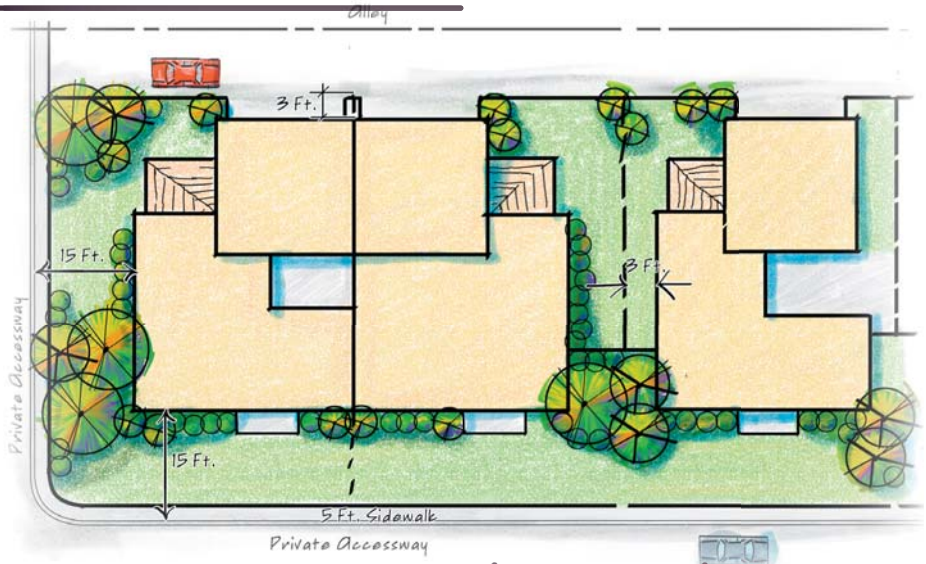
Conceptual Green Court (Detached & Attached)

Conceptual Five-Plex

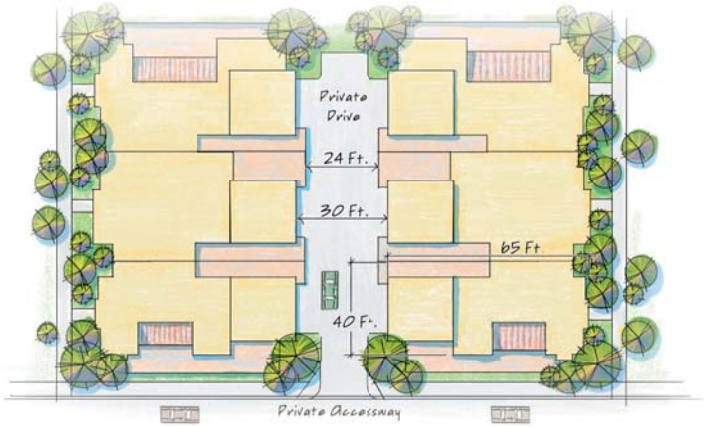
Conceptual Auto Court (Detached)

Conceptual Single Family & Townhomes (Detached)

Proposed Project

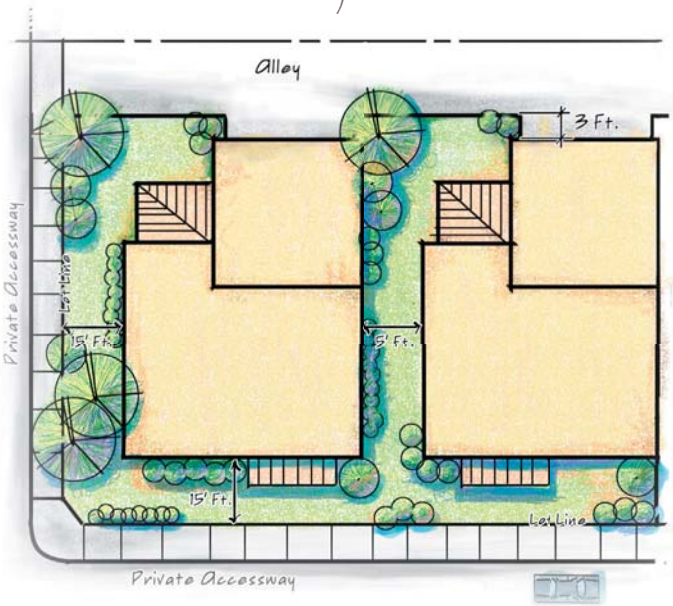


Conceptual Alley Loaded (Detached and Attached)



Conceptual Auto Court (Attached)

Conceptual Four-Plex



Conceptual Zero Lot Line (Detached)

Conceptual Tri-Plex

Figures 12-22 - Conceptual Residential Designs

B. Regional and Neighborhood Commercial/Office and Office/Commerce Park Design Guidelines

Architectural and design continuity will remain consistent from parcel to parcel and will complement other architecture proposed in this development. The guidelines listed below are to ensure that the development will be designed and constructed with high quality and timelessness in mind.

These design guidelines ensure that not only quality materials and architectural character are an integral part of the regional and neighborhood commercial/ office and office/commerce park component of the development, but also that the development will incorporate functionality and usability during all seasons. Refer to **Figures 23-25** for potential commercial and office/commerce park styles.

1) Architectural Character

Building materials proposed for commercial and office/commerce park architecture will be selected to emulate the proposed "southwest desert contemporary" theme. A native color palette of earth tones will be used for exterior colors. Materials will be of durable materials that will endure the extreme summer temperatures. Primary and secondary materials may include, but are not limited to the following:

- Natural stone,
- Smooth or textured stucco,
- Concrete fiber exterior finishes,
- Tile or metal roofs,
- Metal decorative accents and overhangs.

Figure 23 - Conceptual Commercial Architecture

Figure 24 - Conceptual Hotel Architecture

Final building materials and design will be reviewed and approved by City Staff per the architectural character and design intent of this document.

Main building entrances should be emphasized using the following techniques:

- Clustering of trees and shrubbery;
- Utilizing unique building orientation and/or design;
- Human-scale architecture that utilizes building recessions, projections and pedestrian walkways;
- Enhancing pavement treatments;
- Varying building materials;
- or similar treatments.

Individual buildings shall incorporate rooflines and forms with varied sizes, shapes, materials, colors and slopes. Where parapets are utilized to conceal flat roofs, three-dimensional cornice treatments or similar details shall be used to enhance the building architecture. Wherever pitched roofs are utilized, multiple planes shall be used. Canopy structures and their respective columns for gasoline service stations will incorporate the architectural character of the center.

Elements of four-sided architecture shall be required for all wall planes and building surfaces visible from public streets and walkways. Uninterrupted wall planes in excess of fifty (50) feet in length will employ a vertical element, such as a projection or recession into the wall plane. Building materials found in the main building elevations should be carried throughout the entire design of the building.

Garden and retaining walls and other site features shall complement the architectural character of the development and building and where possible should integrate into the overall design of the building.

If drive-through uses are included as part of this development, the drive-through business shall have drive under canopies and the drive-through shall not face the street.

2) Exterior Spaces

Exterior spaces are vital elements to a development. Such spaces are utilized for relaxation, socialization and business purposes. Here at Entorno, exterior spaces shall include the following:

- Seating,
- Trash receptacles,
- Enhanced lighting, and
- Sunny and shaded areas for year-round use.

Figure 25 - Conceptual Office / Commerce Park Architecture

Attention should be paid to solar orientation for ultimate usability. Shade areas must either provide a durable and permanent shade structure and/or trees capable of creating an adequate amount of shade. The design of the commercial shops is encouraged to include shade along the pedestrian walkways with landscaping in front of stores, the addition of courtyards where viable and amenities such as outdoor seating within plazas.

Pedestrian walkways are also a vital aspect of quality development and will be provided to create safe, non-vehicular connections between buildings and uses on adjacent parcels. Ease and comfort of pedestrian travel throughout the development and onto adjacent public sidewalks will be provided. Exterior spaces and building entrances will be interconnected throughout the development. The importance of designing and constructing shaded walkways will be encouraged during the design process.

Specific examples within Entorno for positive exterior spaces include the "village center," adjacent to Parcels 8 and 9, where either a water feature or amphitheater will be provided where residents, employees and visitors will be able to use as a unique destination spot for social gatherings. Major focal points such as building entries and pedestrian gathering areas will be enhanced with creative landscaping, decorative paving and distinct monumentation as discussed further in Section 3.5.B.

3) Lighting

The intent is to increase pedestrian safety, limit light trespass and pollution and to create visual interest and beauty. Lighting fixtures should complement and be an integral part of the ultimate design and feel of the development.

- All lighting utilized in the development must be fully-shielded and downward facing;
- Parking lot lighting abutting adjacent residential properties must utilize house side shields;
- Parking lot lighting must be no taller than 15 feet as measured from the bottom of fixture;
- Fixtures hung within trees are not permitted;
- Up-lighting and spotlights are not permitted, except for low voltage landscape lighting.

4) Landscaping

The landscape palette proposed for this development includes plant materials from the Arizona Department of Water Resources (ADWR) low water use plant list. High water use plants, such as colorful annuals and other smaller accent plants may be utilized in small quantities at entries to buildings and entry to the development. The proximity identifies which landscaping theme will be used throughout the entire development to create continuity. Combined with the streetscape theme, the palo verde and acacia trees will be used throughout the commercial/office and office/commerce park

areas.

Entorno's landscaping standards for the regional and neighborhood commercial and office/commerce park parcels will exceed the City's established minimum standards set forth in Section 503: Landscaping, of the City of Avondale Zoning Ordinance by including:

- Common landscaping themes throughout Entorno while promoting the individual identity of each parcel;
- A minimum 35% of the building frontage with a minimum width planter of three (3) feet, not including the vehicle overhang;
- Foundation plantings adjoining, but not directly adjacent to buildings that front on public streets;
- Major focal points (i.e. building entries, pedestrian gathering areas, etc.) with trees 36-inch box or greater.

Additionally, all private retention basins shall be landscaped. Such retention basins may not occupy more than fifty (50) percent of any landscaped area fronting a public street; except as approved by the Planning Department. All private retention basins shall be contoured and designed as an integral part of any frontage landscaping and shall not take on the appearance of a ditch. Maximum side slopes of basins shall be a four to one (4:1) ratio.

As the commercial elements of Entorno are developed, individual projects may be required to provide at least one (1) pedestrian refuge area consisting of a minimum fifty (50) square feet, two (2) trees, six (6) shrubs and one (1) seating area.

All landscaping will be designed, selected and planted for ease of maintenance and irrigation. A ground cover such as decomposed granite or similar will be utilized for weed control, to help limit evaporation of irrigation and to ensure a quality appearance of the landscaping. Entries to buildings should provide enhanced landscaping and higher quality landscape materials. There should not be more than five (5) feet between plants and trees should be planted a maximum of twenty (20) feet between canopies. Special care should be taken to provide enhanced landscaping in exterior pedestrian spaces and along pedestrian walkways throughout the development.

5) Management and Maintenance

A master property owners' association will be established to ensure manicured, litter-free sites on their respective parcels. Property maintenance will include any adjacent, contiguous landscape areas outside of the City's right-of-way, plus any landscape areas within the right-of-way between the public sidewalk and street edge. All public streets and sidewalks will be maintained by the City of Avondale.

6) Signage

All signage shall be designed to be consistent with the overall architectural character of the development. Signage shall be consistent with the City of Avondale sign regulations and shall be designed so that it is not a nuisance to other parcels or developments. Signage for both pedestrian and vehicular purposes will be provided in the development.

7) Vehicle and Bicycle Parking

A minimum of five (5) percent of the parking lot area shall be landscaped, exclusive of front yard or perimeter landscaping and street trees. Such landscaping shall consist of parking islands located within the perimeter of the parking lot.

Parking islands shall be utilized at the end of each row and include landscape planters. The planters shall be protected by a six (6) inch vertical curb on all sides. Planters shall be a minimum of eight feet by twenty (8x20) feet as measured from back-of-curb to back-of-curb. There shall be landscape planters between every twelve (12) consecutive parking spaces.

All parking lots shall be screened from public and private roadways by walls or earth berms or combination thereof, constructed at least three (3) feet above the grade of the parking lot or adjacent streets, whichever is higher in elevation. Screen wall materials will match the design theme of the rest of the development.

A minimum of one (1) tree shall be provided for every eight (8) parking spaces, exclusive of perimeter landscaping and street trees. Trees must be planted within the parking lot. Where covered parking is provided, it shall be designed as an integral part of the project with materials, color, and details similar to the buildings of the development. Fabric or prefabricated metal carports are prohibited.

Bicycle parking is encouraged throughout the entire development. If provided it should be within 50 feet of a commercial or office building entrance. Providing bicycle parking, especially in commercial and office establishments, encourages utilization of alternative modes of transportation and commuting.

8) Screening

a. Refuse Areas:
   i. All shared refuse containers, including all uses on site, shall be screened with a masonry wall not less than six (6) feet in height. Refuse area materials, including wall and gates etc., will match the design theme of the rest of the development. Gates when closed must completely screen the refuse area.
b. Loading and Delivery:
   i. All loading and delivery areas shall be separated from adjacent residential uses, screened from public-view with at least a 6 foot wall and constructed using materials and finishes that match the rest of the development theme.
   ii. Loading, delivery and service bays will be screened from public view with landscaping or walls. These walls will be a minimum height of six (6) feet and up to ten (10) feet.
c. Utility Equipment:
   i. All utility equipment must be located and screened in accordance with the City of Avondale requirements. Screening shall either be integrated into the architectural design or constructed using materials consistent with those used in the rest of the development. Where required, screening will be provided through a combination of solid walls, earth

berms and landscaping. Screen walls will be fully integrated into the site using design patterns, materials and color schemes complimentary to adjacent buildings.

ii. Mechanical equipment, whether ground level or roof mounted, will be screened from public view and so located as to be perceived as an integral part of the building. Equipment such as, but not limited to, telephones, vending machines, etc. will be screened from street view and placed in an area designed for their use, which is an integral part of the structure.

d. Parking Areas:

i. All parking areas will be screened from public streets by a minimum three (3) foot wall, earth berm or a combination thereof. Screen walls will be designed to match the standard set forth for the entire project.

C. Urban Mixed Use Design Guidelines

The residential component and commercial component of this district are interrelated and the ultimate design of this district will be unique. Development within the Urban Mixed Use Parcels will abide by the Commercial and Office/Commerce Park Design Guidelines as detailed in the previous section of this document. In addition, with a proposed maximum height of 120 feet or eight stories, special development standards with regard to building bulk and structure within the Urban Mixed Use Parcels will also abide by the following guidelines where applicable. A two-story height increase, as authorized in the North Avondale Specific Plan, Section V. Implementation Strategy, Section A. Development Guidance, is not permitted. Refer to **Figure 26** for potential urban mixed use architecture styles

1) Architectural Character

Proposed urban mixed use buildings will respect the scale and orientation of adjacent properties. Buildings proposed here will transition from adjacent uses to reduce and mitigate the differences in building scale, bulk, and intensities. Building design will respect the climatic conditions by minimizing heat gain and will consider the impact of shade on adjacent land uses and areas. The rationale for this is to design buildings in relation to surrounding elements, providing an orderly transition of building heights, and signifying that urban mixed uses are an integral part of the Entorno project site.

Building massing will take into account the solar consequences of building height, bulk and area to maximize public comfort by providing shaded public outdoor areas, minimizing glare and facilitating breezes. Building facades exposed to solar intensity will minimize the use of glass and provide landscaping, shade structures, wall plane articulation, moldings, pilasters, balconies, porches or other comparable architectural elements to reduce surface heat gain. Varying heights of the buildings are encouraged.

Architecture and applied treatments that express corporate identity will be minimized to provide structures that complement the overall Project theme. While corporate architecture may be used to identify a particular commercial retail or office use, it will not be the predominant feature of the building façade. The facades will be designed to provide a sense of human-scale at ground level by providing clear architectural distinction between ground floor levels and all additional levels. Four-sided architecture is encouraged to exhibit design continuity.

Figure 26 - Conceptual Apartments, Condos, and Urban Lofts

2) Exterior Spaces

Direct access to the commercial retail/office storefronts will be provided to encourage pedestrian movement and will have pedestrian paths and walkways that have a minimum of eight (8) feet of unobstructed width. Shaded walkways integrated with the building design or that use landscaping will be encouraged to provide pedestrian interaction and for pleasant walking environments. Outdoor plazas, courtyards and seating are encouraged to enhance exterior spaces and make for a welcoming pedestrian experience.

At least one pedestrian path or sidewalk will connect with the primary public entrance for the residential portion of the residential uses and residential and commercial uses will have separate entrances. Although not required for all units in the Urban Mixed Use District, the inclusion of exterior balconies on the upper levels facing major pedestrian areas should be included wherever possible. This will further the pedestrian nature of the Urban Mixed Use District.

3) Landscaping

Landscaping in the Urban Mixed Use District has special design criteria to provide trees to shade streets, pedestrian paths and small exterior spaces, where feasible. The pedestrian nature of this district will require enhanced landscaping along streetscapes to maximize year-round usability. Landscaping and trees, much like other areas of Entorno, will be selected and placed, that when at maturity, trees such as the palo verde and acacia will provide at least 50% shading capability for pedestrian walkways and gathering areas. Streetscape enhancements will be prevalent, unifying the project through common landscaping design found in the commercial/office and office/commerce park districts **(See Figure 29 Major Collector Cross-Section and Conceptual Streetscape for Clarendon Avenue)**.

4) Management and Maintenance

Various property owners' associations are planned for Entorno to care for and maintain all community open space, amenities, landscape tracts and right-of-way landscaping within the development. A master property owners' association will likewise govern all commercial and urban mixed use developments.

5) Signage

Signage will be designed to be consistent with the overall Project theme by using similar materials and textures, architectural treatments, and fonts used throughout. Corporate signage, like corporate architecture, will be minimized to not detract from the overall building façade. Location of signs will be oriented to promote their functional purpose of communication and readability for pedestrian and vehicular traffic. Signage should not dominate the building, site design or streetscape.

6) Screening

Similar to commercial areas, the following screening guidelines will apply:

a. Refuse Areas:
   i. All shared refuse containers, including all uses on site, shall be screened with a masonry wall not less than six (6) feet in height. Refuse area materials, including wall and gates etc., will match the design theme of the rest of the development. Gates when closed must completely

screen the refuse area.

b. Loading and Delivery:
   i. All loading and delivery areas shall be separated from adjacent residential uses, screened from public-view with at least a six (6)-foot wall and constructed using materials and finishes that match the rest of the development theme.
   ii. Loading, delivery and service bays will be screened from public view with landscaping or walls. These walls will be a minimum height of six (6) feet and up to ten (10) feet.

c. Utility Equipment:
   i. All utility equipment must be located and screened in accordance with the City of Avondale requirements. Screening shall either be integrated into the architectural design or constructed using materials consistent with those used in the rest of the development. Where required, screening will be provided through a combination of solid walls, earth berms and landscaping. Screen walls will be fully integrated into the site using design patterns, materials and color schemes complimentary to adjacent buildings.
   ii. Mechanical equipment, whether ground level or roof mounted, will be screened from public view and so located as to be perceived as an integral part of the building. Equipment such as, but not limited to, telephones, vending machines, etc. will be screened from street view and placed in an area designed for their use, which is an integral part of the structure.

3.6 Development Master Plans

Development Master Plans shall follow the process established in the City of Avondale Zoning Ordinance for Planned Area Development (PAD) Documents, Sections 106, 109, 603 and 604.

This PAD document consists of the General Development Plan **(Figure 1 Architectural Vision and Figure 2 Conceptual Project Layout)** and the PAD document. Upon approval of the General Development Plan and Program, Final Development Plans for all or part of the PAD District shall be filed. Prior to the approval of the Final Development Plan for the first development unit, the following additional information will be submitted for approval:

1. Conceptual Master Drainage Plan;
2. Master Street Plan for all major and collector street abutting or within the site;
3. Master Water Plans;
4. Master Wastewater Plans;
5. Covenants, Conditions and Restrictions for the projects.

Final Plats will be processed and approved in accordance with Article II of Section 22, Subdivision Regulations, of the Avondale Municipal Code.

3.7 School Facilities

The Owners intend to enter into agreements with both the Pendergast Elementary School District and the Tolleson Union High School District to make per dwelling unit contributions to ensure that the districts have adequate facilities to accommodate any new students generated by the development of the residential areas of the Entorno project.

3.8 Phasing

Entorno's project phasing shall consist of two phases. Phase I shall be the construction of the "backbone" infrastructure including off-site improvements, internal collector, local streets, and drives, sidewalks, water, sewer and drainage systems, street lighting, and utilities such as electricity, communications, gas, and cable. Phase II shall be the development of the individual parcels and pads within the Project site and is market-driven. A revised phasing schedule will be provided to the City of Avondale once vertical development opportunities are known.

Section 4.0 - Infrastructure

Section 4.0 - Infrastructure

4.1 Traffic Circulation and Street Design Criteria

Primary access to the site is currently provided via 99th Avenue along the east boundary and Indian School Road along the north boundary **(Figure 27, Master Circulation Plan)**. Within Entorno, a central boulevard will serve as the main thoroughfare through the project, while minor collector streets will serve to connect the residential areas with the commercial portions of the Project. The residential neighborhoods will be served by private accessways and private drives while the commercial areas will utilize driveways and other access roads. The overall design of the street circulation plan is to maximize commercial accessibility and minimize cut-through traffic through Entorno's neighborhoods and the adjacent Westwind neighborhood.

The Project Developer retained Task Engineering to conduct a traffic impact study for the Project (submitted under separate cover). The study lists points of access to and from Entorno, average daily trip generation for each of the proposed land uses, and recommended traffic signal locations and roadway improvements. A revised traffic study and comprehensive traffic modeling will be completed once a final site plan has been determined.

Currently, 99th Avenue and Indian School Road are four lane arterials with two-way center turn lanes. According to the City of Avondale's Transportation Plan of October 2006, both of these streets are classified as arterial streets. The ultimate build-out planned is six-lanes with center landscaped medians. According to the transportation plan, the cross section width is 130-feet with 65-foot half-street rights-of-way. Both streets have Maricopa County roadway easements and are maintained by the county, however only Indian School Road is listed as a County Road of Regional Significance. The county's cross section width for Indian School Road is 140-feet with a 70-foot wide half-street right-of-way. It is presumed the City of Avondale will annex Indian School Road in the future; therefore the ultimate right-of-way will be 130-feet. If annexation does not occur, the ultimate right-of-way will be 140-feet. The Project team will coordinate with the county and the City of Avondale regarding the proposed rights-of-way.

Figure 27 - Master Circulation Plan

Another design parameter for the arterial streets is that the intersection of 99th Avenue and Indian School Road will need to taper to a 160-foot wide right-of-way, (80-foot half right-of-way) to accommodate additional turn lanes for the efficient flow of traffic through this intersection. With the construction and development of Entorno, only half street improvements to the centerlines of 99th Avenue and Indian School Road will be completed.

Entorno will be served by one major collector and seven minor collector streets. The major collector street is located on the alignment of Clarendon Avenue from the center of the Project to 99th Avenue. The minor collector streets include a north-south alignment approximately 660-feet west of 100th Avenue connecting to the major collector, the continuation of Clarendon Avenue through the residential parcels to the Westwind subdivision, 100th Avenue south of Clarendon Avenue to Osborn Road, half-street improvements for Osborn Road from 99th Avenue to 100th Avenue, and three other collector streets located internally within the commercial parcels.

Private accessways and private drives are proposed to have 30-foot and 24-foot rights-of-way measured from the back-of-curb to back-of-curb, respectively. The private accessways are used for the most part much like a local street, collecting traffic from the residential areas to the collector street. The private drives are designed for use within the auto-court type residential areas. Gated entranceways may be provided on the private accessways.

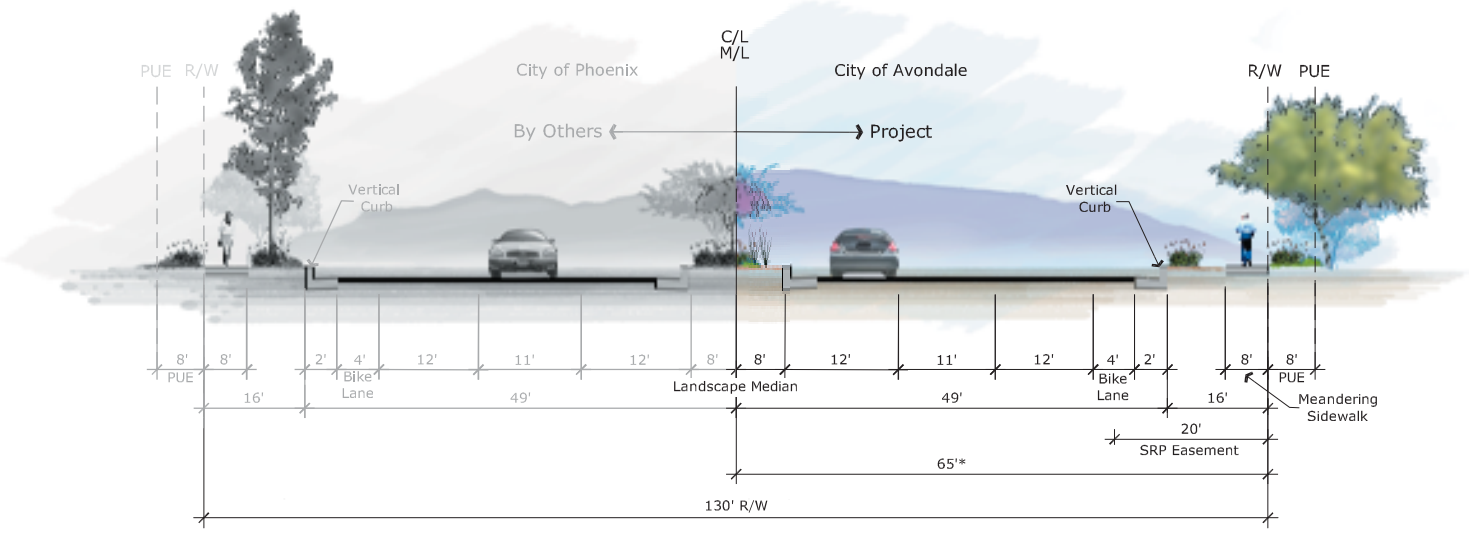
Currently, the only signalized intersections near Entorno are located at 99th and 103rd Avenues on Indian School Road. Based on the Traffic Impact Study, intersections warranting additional traffic signals are proposed at 100th Avenue and Indian School Road, and 99th Avenue at Clarendon Avenue.

A. Street Design Criteria and Conceptual Streetscape Theming

The design of the streets is to maximize traffic flow, while also providing maximum safety for vehicles and pedestrians. The seven cross-sections **(Figures 28-31)** include the 6-Lane Arterial Street, Major and Minor Collector Streets, Private Accessways and Private Drive. These cross-sections also depict the Conceptual Streetscape as described in other sections of this document. Minimum development standards for each classification of roadway are based on the City of Avondale Engineering Design Standards-Section II, Streets-Part A and/or D. Paving Requirements with minor modifications outlined as follows:

1. Arterial Streets: Arterial streets have a 130-foot right-of-way and are primarily developed to connect to the internal collector streets **(Figure 28 Arterial Street Cross-section and Conceptual Streetscape)**. Indian School Road is identified as a 6-Lane Urban Principal Arterial Street and is a road of Regional Significance as classified by the Maricopa County Department of Transportation. This right-of-way has a 140-foot wide section. However, the City of Avondale may in the future annex Indian School Road into the city; therefore a 130-foot road right-of-way is proposed in anticipation of the future condition. Contiguous to the eastern boundary of Entorno, 99th Avenue is identified as a 6-Lane Arterial Street. The intersection of 99th and Indian School Road will be designed with a 160-foot wide right-of-way to accommodate additional turning lanes. The design criteria are outlined in **Table 4** as follows:

Table 4. Arterial Streets	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	Not applicable.
Maximum Centerline Deflections	As determined by the City or other responsible agency.
Maximum Angle at Intersections, Arterial to Arterial	As determined by the City or other responsible agency.
Minimum Tangent at Intersection	As determined by the City or other responsible agency.
Minimum Tangent Between Reverse Curves	As determined by the City or other responsible agency.
Minimum Radius	As determined by the City or other responsible agency.
Intersection Offsets (jog), Collector to Collector	250 feet
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.



6-Lane Arterial Cross-section and Conceptual Streetscape
99th Avenue - Half Street (Looking South)
Indian School - Half Street (Looking East)

* 65' Presuming the City of Avondale annexes R/W
70' if the City of Avondale annexation does not occur.

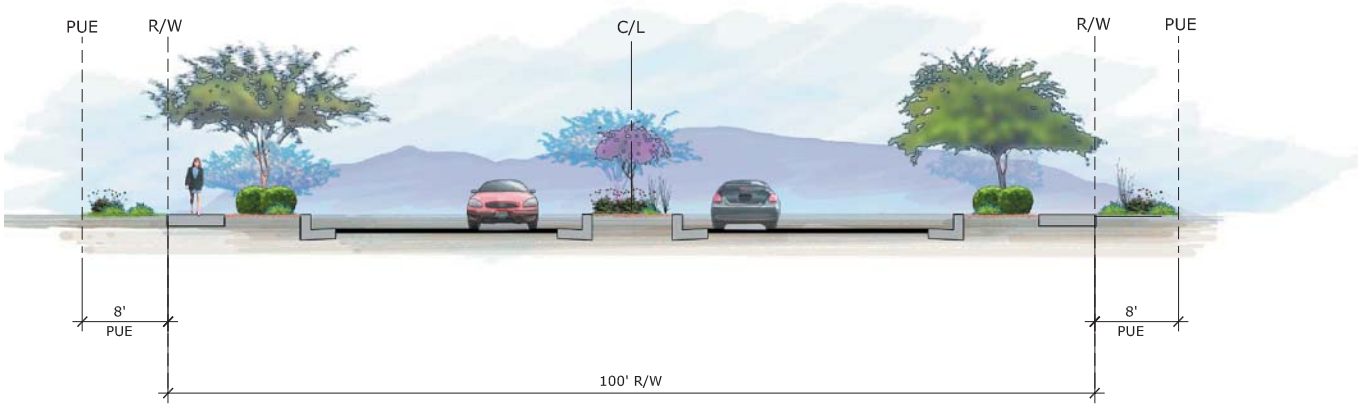
Figure 28 - Arterial Street Cross-section and Conceptual Streetscape

2. **Major Collector Streets:** The major collector street has 100 feet of right-of-way and is primarily developed to connect the minor collector streets and the private accessways to the arterial streets (**Figure 29 Major/Minor Collector Street Cross-section and Conceptual Streetscape**). Clarendon Avenue, east of 100th Avenue alignment is identified as a major collector street. **Table 5** explains the design criteria as follows:

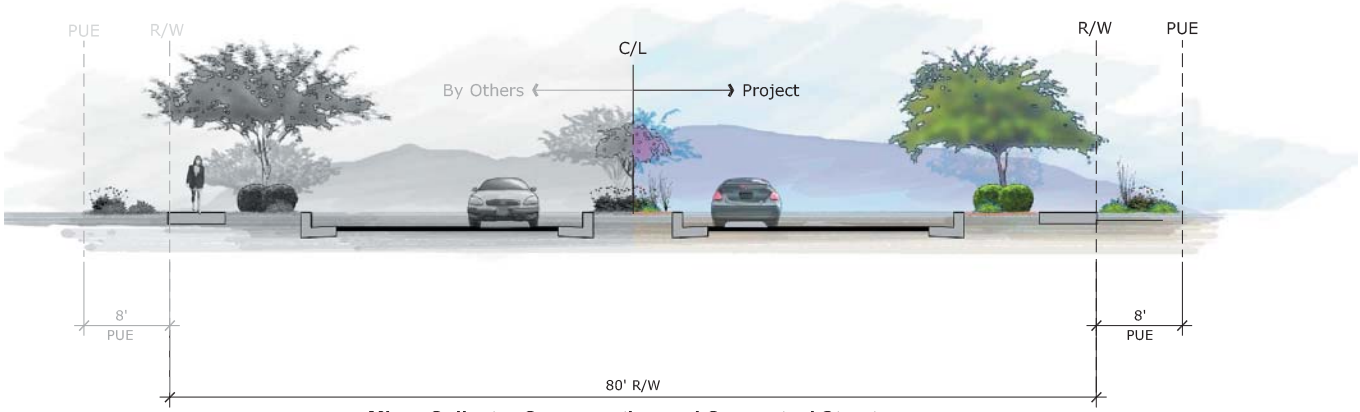
Table 5. Major Collector Streets	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	Not applicable.
Maximum Centerline Deflections	10 degrees
Maximum Angle at Intersections, Collector to Collector or Arterial	90 degree angle or radial to curve intersecting arterial or ±15 degrees for other street intersections.
Minimum Tangent at Intersection	150 feet, measured from the right-of-way of the intersection, unless the curve entering the intersection exceeds 500 feet.
Minimum Tangent Between Reverse Curves	100 feet
Minimum Radius	250 feet
Intersection Offsets (jog), Collector to Collector	225 feet
Half Streets	Minimum pavement width of 24 feet to accommodate two-way traffic shall be allowed as an interim condition for Osborn Road or under special circumstances as approved by the City Engineer.
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.

3. **Minor Collector Streets:** Minor collector streets have 80 feet of right-of-way and are developed to connect the parking drives to the major collector streets and arterial streets. Osborn Road will be constructed as an interim condition per the City of Avondale requirements as outlined in **Table 6**. Additional public minor collector streets shall be constructed (**Figures 29-30, Minor Collector Street Cross-sections**) within the commercial component of the development along with one minor collector street connection to the Westwind subdivision located on the Clarendon Avenue alignment.

Table 6. Minor Collector Streets	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	Not applicable.
Maximum Centerline Deflections	10 degrees
Maximum Angle at Intersections, Collector to Collector or Arterial	90 degree angle or radial to curve intersecting arterial or ±15 degrees for other street intersections.
Minimum Tangent at Intersection	150 feet, measured from the right-of-way of the intersection, unless the curve entering the intersection exceeds 500 feet.
Minimum Tangent Between Reverse Curves	100 feet
Minimum Radius	250 feet
Intersection Offsets (jog), Collector to Collector	225 feet
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.

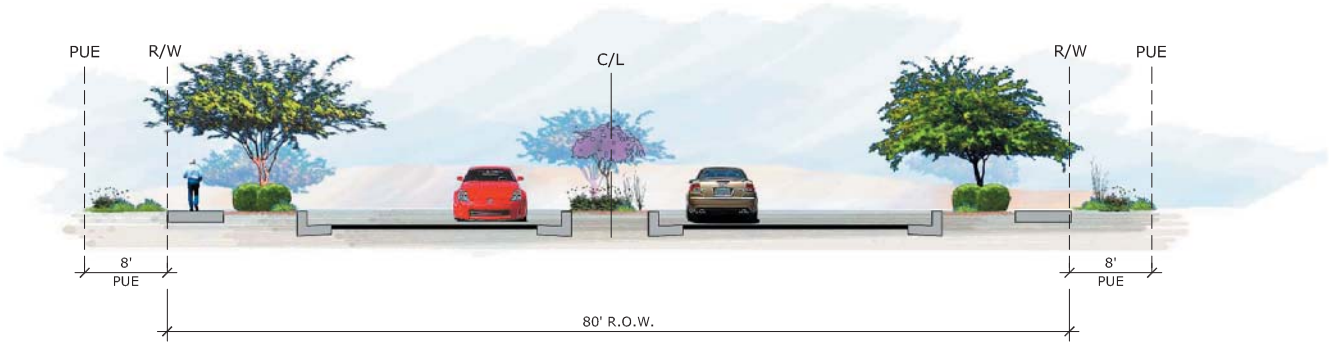


Major Collector Cross-section and Conceptual Streetscape
Clarendon Avenue Alignment

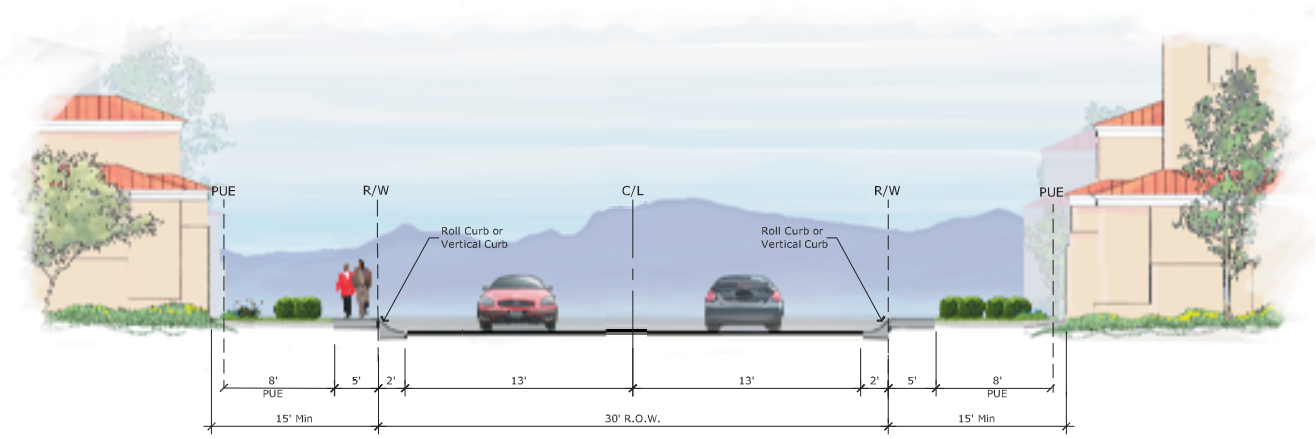


Minor Collector Cross-section and Conceptual Streetscape
Osborn Road - Half Street

Figure 29 - Major/Minor Collector Cross-section and Conceptual Streetscape



Minor Collector Cross-section and Conceptual Streetscape



Private Accessway Cross-section

Figure 30 - Minor Collector Cross-section and Private Accessway Cross-section

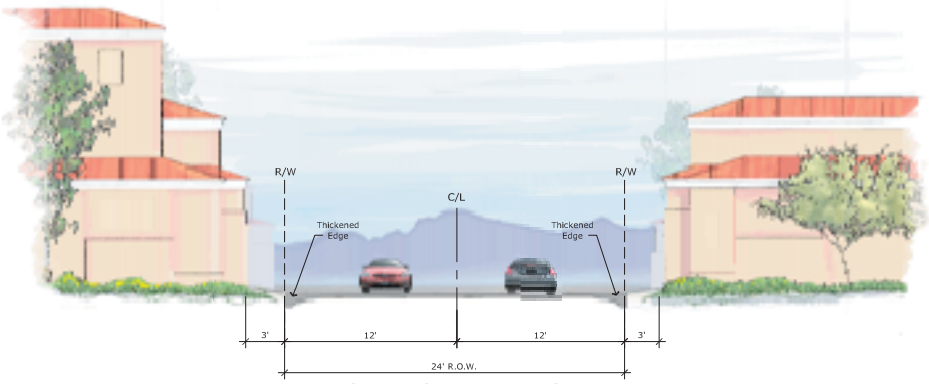
4. Private Accessways and Private Drives: Private accessways and drives have 30 feet and 24 feet, respectively, of right-of-way back-of-curb to back-of-curb for residential areas (**Figures 30 and 31, Private Accessway and Private Drive Cross-sections**). Private drives with 24-feet of right-of-way are designed for the auto-court type residential areas. **Table 7** describes the design criteria as follows:

Table 7. Private Accessways and Private Drives	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	1,500 feet
Maximum Centerline Deflections	10 degrees
Maximum Angle at Intersections	15 degrees
Minimum Tangent Between Reverse Curves	100 feet
Minimum Radius	100 feet
Intersection Offsets (jog), Local to Local	No minimum.
Maximum Cul-De-Sac Length	400 feet measured from the intersection of right-of way lines of the last intersection to the extreme depth cul-de-sac.
Maximum Dead-end Street Without Turn-around	150 feet measured from the intersection of right-of way line to the extreme depth of the dead-end.
Maximum Block Length	1,500 feet
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.

Private Accessway Cross-section
(For Green-court Type Development)

Notes

1. Travel lane, bike lane, and sidewalk widths to be determined at time of site plan review.



Private Drive Cross-section
(For Auto-court Type Development)

Figure 31 - Private Accessway and Private Drive Cross-section

4.2 Drainage

The result of the Flood Delineation Study for the Salt-Gila Rivers is shown on the Maricopa County Flood Insurance Rate Map (FIRM) No. 04013C2085G, revised September 30, 2005. The property is in Zone "X". Zone "X" is defined as follows:

- Areas of 500-year flood; areas of 100-year flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from the 100-year flood.

The project will be designed to provide on-site storage for runoff from a 100-year, 2-hour storm event. The site will also be responsible for collecting adjacent, half-street runoff from 99th Avenue and Indian School Road. Retention will be provided through a combination of surface basins and underground storage (**Refer to the Drainage Findings to Date Memo and the Typical Retention Basin Cross-Section found in the Appendix**). Preliminary studies show the required retention volume for this development is 30.29 ac-ft. This value was calculated using runoff coefficients taken from the Flood Control District of Maricopa County's Hydrology Design Manual.

4.3 Public Utilities and Services

Private utility companies will provide telephone, cable, refuse collection and electrical service. The City will provide water, sewer, police, fire protection and refuse collection for the single-family products. Power lines smaller than 69kV and all other utilities will be placed below ground. The following table summarizes the utility providers, which are discussed further on the following page:

Natural Gas Service

Natural gas service will be provided by Southwest Gas. Utility maps acquired from Southwest Gas show a four-inch line along the south side of Indian School Road. The line is within the future right-of-way; therefore, relocation will not be required.

Alternate Communications Service

Alternate sources for video, high-speed internet, security monitoring and/or other telecommunication services to users within the development may be implemented through an alternative communications provider, in conjunction with, or as an alternate to, Cox Communications and/or Qwest.

In the event such alternate provider is chosen, a permitted head-end compound located within Entorno will be required to support such communications services. The head-end compound is typically forty by fifty (40x50) feet, with a thirteen by eighteen (13x18) foot building and exterior satellite antennae with a perimeter visual buffer.

Electrical Service

Electrical service will be provided by Salt River Project (SRP). Underground lines and street light conduits have been stubbed by the Westwind development on the south side of Indian School Road at 103rd Avenue. These would be extended to the east in Indian School Road and tie into the existing three-phase line along 99th Avenue.

Based on maps obtained from SRP, an overhead 12 kV line and associated power poles exist along the west side of 99th Avenue running the length of the site. The City of Avondale's utility ordinance will require these lines to be converted from overhead to underground. All SRP lines along Indian School Road are located along the north side of the road and should not be in conflict with Entorno's half-road improvements.

There are currently no streetlights located along the Project frontage. Streetlights will be required along Indian School Road and 99th Avenue road frontages.

4.4 Irrigation

There are several irrigation ditches that traverse the Entorno project site. These ditches are either owned and maintained by Salt River Project or are private structures. The ditches convey irrigation water within the existing agricultural fields of the Entorno project site or serve to irrigate fields surrounding Entorno. The irrigation ditches are described below:

- 99th Avenue and Indian School Road: Contiguous to both arterial streets, SRP maintains two open, concrete-lined irrigation ditches. With the development of the Entorno project these ditches are likely to be piped and buried. SRP typically requires the pipes to be constructed a minimum of four (4) feet behind the back of curb with a rededication of a 20-foot wide easement and updated legal descriptions, terms and conditions. Refer to **Figure 28, Arterial Street Cross-section** which depicts the location of the proposed 20-foot easement in relation to ultimate build-out of 99th Avenue and Indian School Road.

- 99th Avenue: Parallel to the 99th Avenue frontage and west of the large, open SRP ditch is a smaller concrete-lined irrigation ditch. This private ditch currently provides water for agricultural needs within the Entorno project site only. As development of Entorno begins, this ditch will be removed.

- 100th Avenue Alignment: A concrete-lined irrigation ditch is centrally located within the Project site along the 100th Avenue alignment. This north-south ditch is also for private use for agricultural needs within the Project site only and will likely be removed once development of Entorno begins.

- 103rd Avenue Alignment: Contiguous to the western boundary line of the Entorno project and located approximately six feet to the west, there is a 10-foot wide SRP-maintained open ditch. This ditch does not need to be piped and buried. East of the ditch, a 16-foot wide unpaved maintenance road is utilized by SRP for direct access to the open ditch and will need to be maintained. The maintenance road encroaches approximately ten feet into the Entorno project site. This maintenance road will remain accessible to the canal and will be incorporated into the Entorno site plan as a pedestrian trail amenity along its entire length from Indian School Road south to the Roosevelt Irrigation District canal **(Figure 9, Conceptual Open Space Plan and Figure 10, Conceptual Pedestrian Path Cross-section)**. The Entorno project team will coordinate with SRP and the City of Avondale during the site design review process to meet SRP's maintenance and operation standards right-of-way guidelines and process a multiple-use license agreement for the irrigation ditch.

- Osborn Road Alignment: Along the south boundary of Entorno there are two separate open, earth-lined ditches. The first ditch is south of the Entorno property line extending from 99th Avenue to approximately the 100th Avenue alignment. This ditch does straddle the southeastern portion of Entorno near 99th Avenue, near the location where the proposed half-street improvements to Osborn Road will connect with 99th Avenue. This private ditch with a recorded easement document currently provides irrigation to the agricultural uses on the John F. Long parcel south of Entorno. It will need to remain in service as long as required by the adjacent uses and any impacts to it minimized with the anticipated construction of the Osborn Road half-street improvements.

The second ditch along Entorno's southern boundary resides within an easement inside the Entorno project area from approximately 100th Avenue west to the 103rd Avenue alignment. This private ditch is used to irrigate the agricultural uses within the Entorno project site and will likely be removed once development of Entorno occurs.

4.5 Wastewater System

Wastewater service for Entorno will be provided by a combination 15-inch and 18-inch gravity sewer trunk line commencing at the southwest corner of the Project running south in an easement to the existing 18-inch sewer trunk line located at Thomas Road and the 103rd Avenue alignment (Figure 32, Conceptual Water and Wastewater System). The existing 18-inch sewerline is approximately 17-feet deep and the stub-out is located on the west side of the Roosevelt Irrigation District Canal; therefore, the proposed sewer trunk line will need to be installed under the canal. An easement will be required and obtained for the proposed sewer line through the property to the south of the Entorno site, owned by John F. Long Properties.

The site slopes to the southwest, therefore a sewerline easement along the western edge of the property is the preferred alignment for both the Entorno and Long Properties.

The Entorno development team has been coordinating closely with Jim Miller, a representative of John F. Long Properties. Based on conversations with Mr. Miller, the proposed alignment along the John F. Long western property is preferred because a site plan for the John F. Long property has not been completed, therefore it is difficult to know exactly where the future improvements will be. In addition, the property is currently in cultivation and will remain so for the foreseeable future and there is no desire to bisect the fields with sewerline construction and a later easement.

4.6 Potable Water System

Water service to Entorno will be provided from an offsite source at 103rd Avenue and Thomas Road. At this time, it is not anticipated that a waterline will be extended along Indian School Road, therefore the water will need to be sourced from the south. A 16-inch waterline is proposed to convey water from 103rd Avenue and Thomas Road with a 12-inch loop through the Entorno project connecting at Clarendon Avenue and 103rd Avenue Alignment.

The Conceptual Water System **(Figure 32, Conceptual Water and Wastewater System)** enters Entorno from the southeast corner of project site and extends north and west through the site to connect with the Westwood subdivision at the 103rd Avenue alignment and Clarendon Avenue. A connection to the Westwind subdivision waterline will strengthen Entorno's water supply. However, the water line connection will need to be installed under the irrigation canal to maintain clearance.

An additional 12-inch waterline may be constructed along the 100th Avenue alignment from Clarendon Avenue south to Osborn Road and north to Indian School Road. This additional water line at the midsection point could serve as a potential connection for any developments proposed to locate on the John F. Long property to the south. This is consistent with the City of Avondale Water Master Plan which calls for the location of 12-inch water lines located along midsection lines.

The final design of the waterline is dependant on the Entorno final site plan, planned road rights-of-way for eventual location of the waterlines, and the water service model being conducted by the Project development team. Modeling the water system will allow the water pipes to be sized accordingly to the water demands of the Project site and will take into account the existing City of Avondale water system demands and pressures. The Project team will also conduct fire flow tests to determine the City's water flow and pressure capacities.

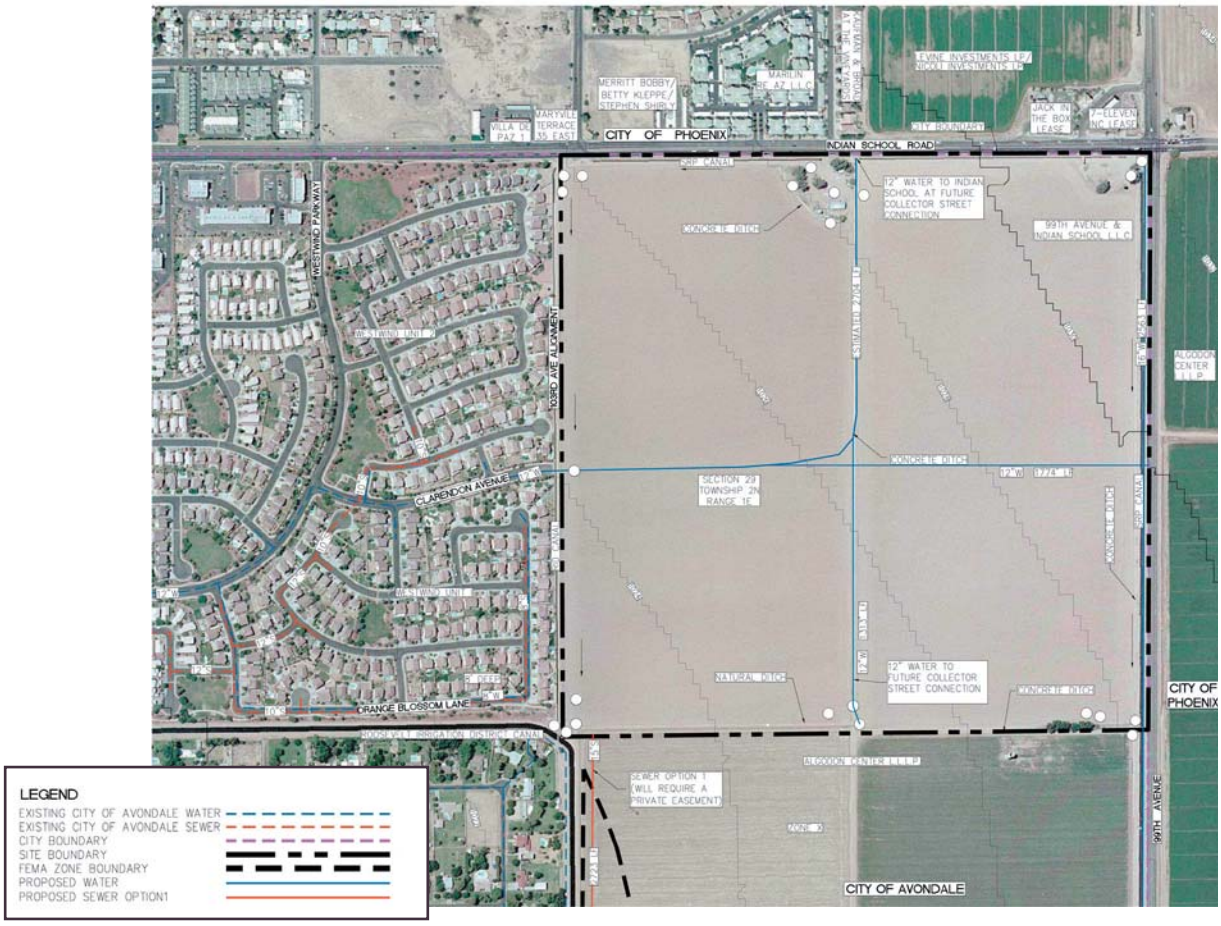


Figure 32 - Conceptual Water and Wastewater System

Figures

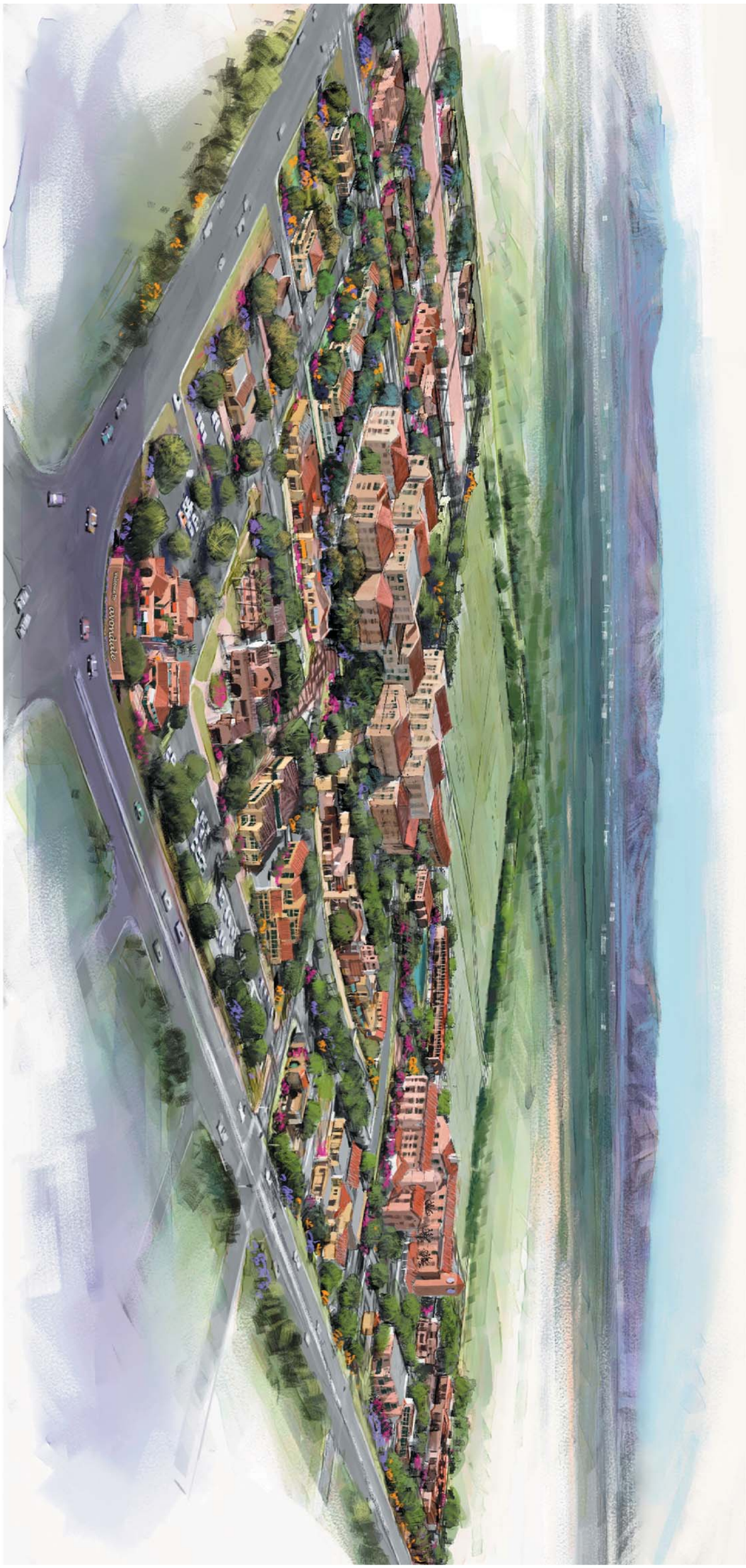


Figure 1- Architectural Vision

Figure 2 - Conceptual Project Layout

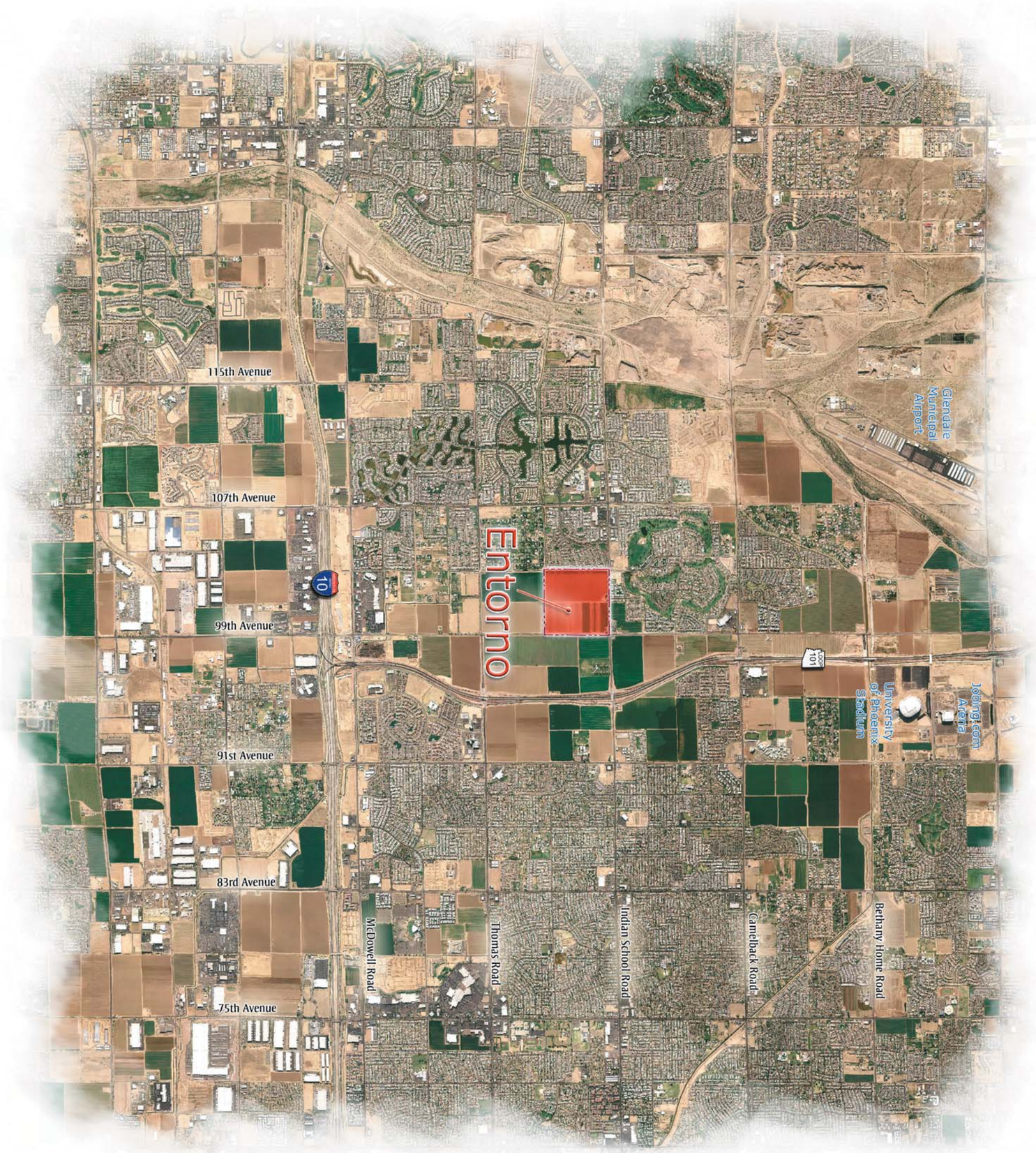


Figure 3 - Regional Vicinity Map

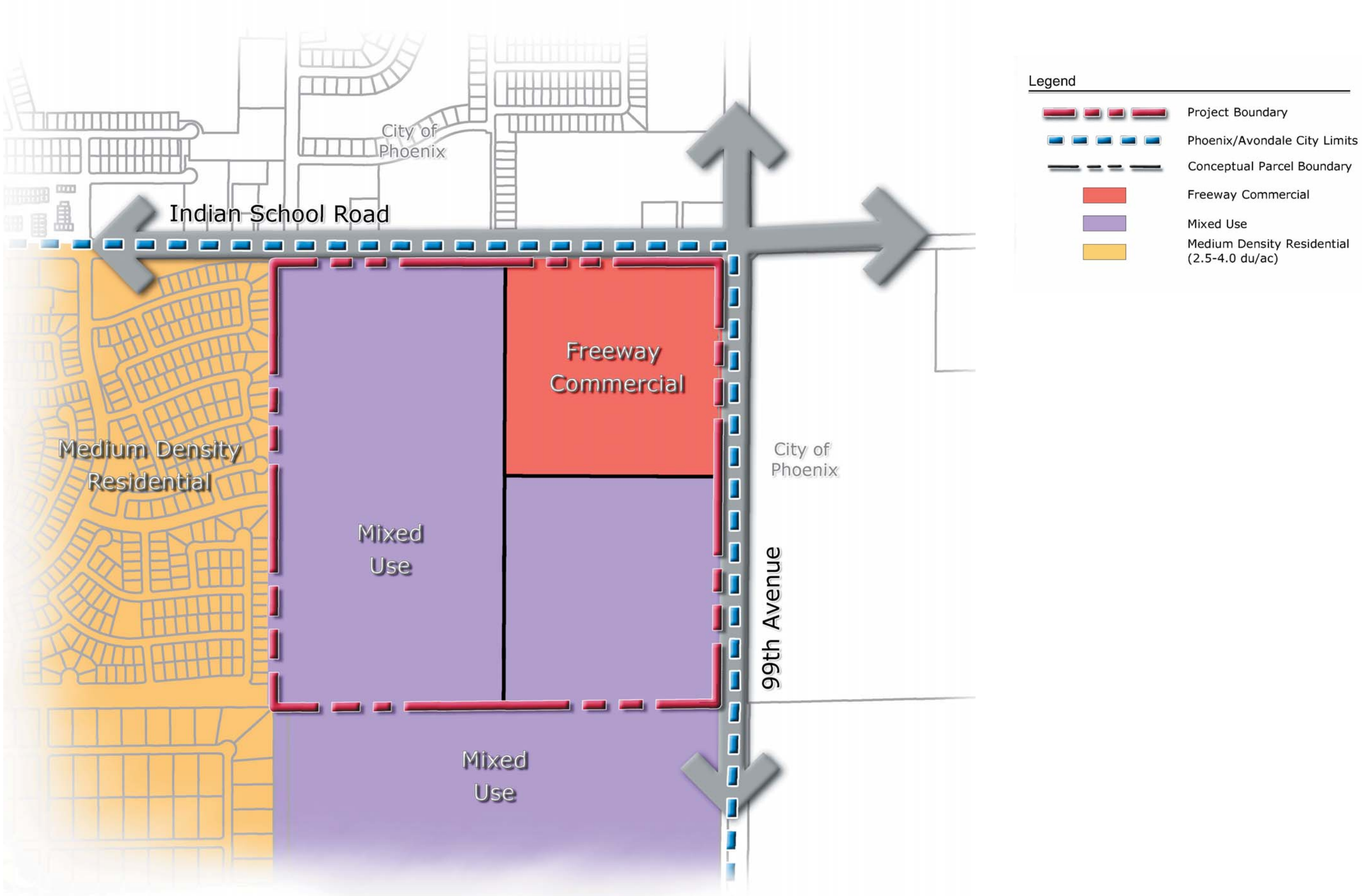


Figure 4 - General Plan Map (Showing Existing Parcels)

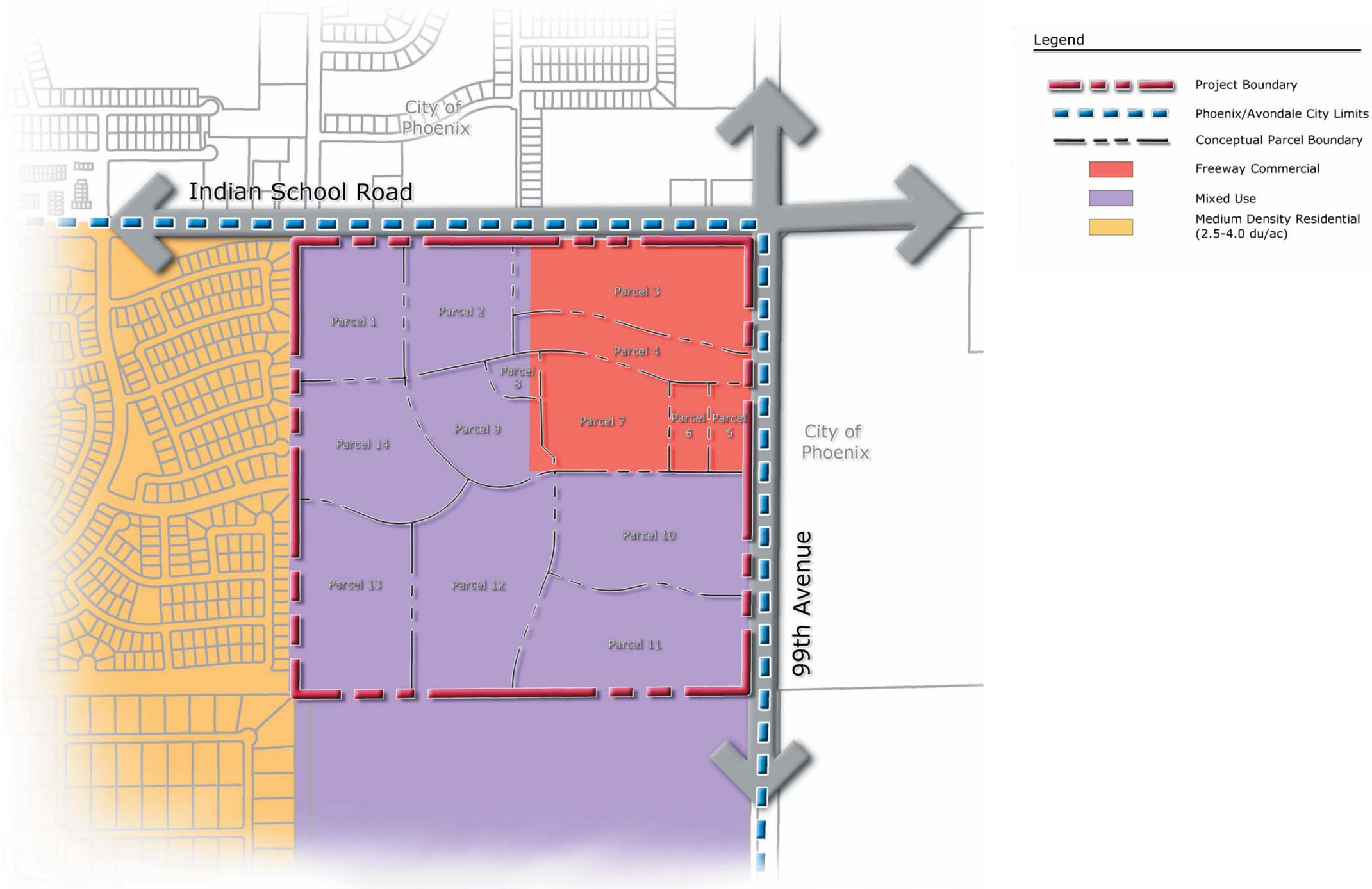
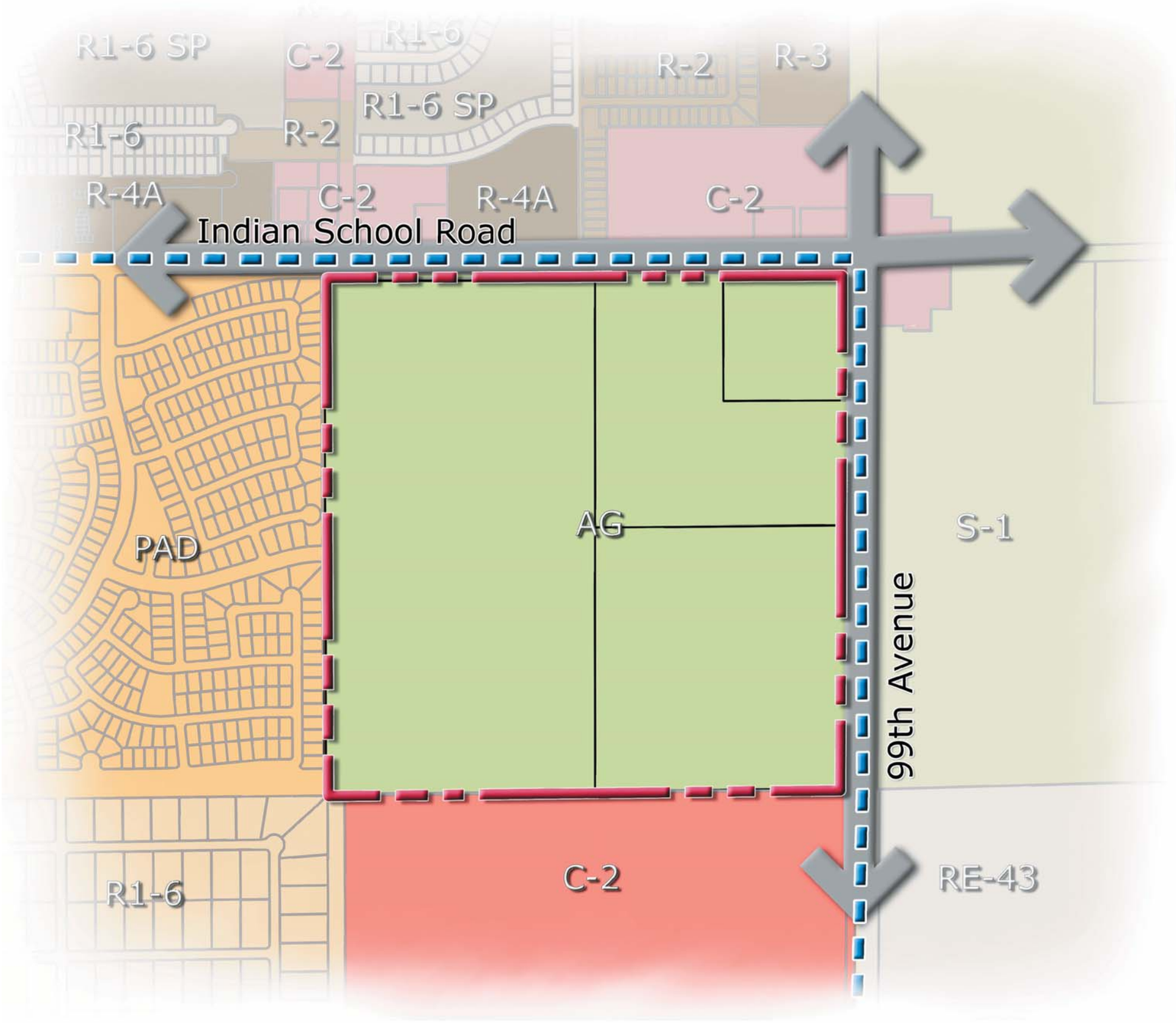


Figure 5 - General Plan Map (Showing Proposed Parcels)



Legend

Project Boundary
Phoenix/Avondale City Limits
Conceptual Parcel Boundary

Avondale Zoning:

AG
C-2
PAD
R1-6

Phoenix Zoning:

S-1
RE-43
R1-6 SP
R-2
R-3
R-4A
C-2

Figure 6 - Existing Zoning

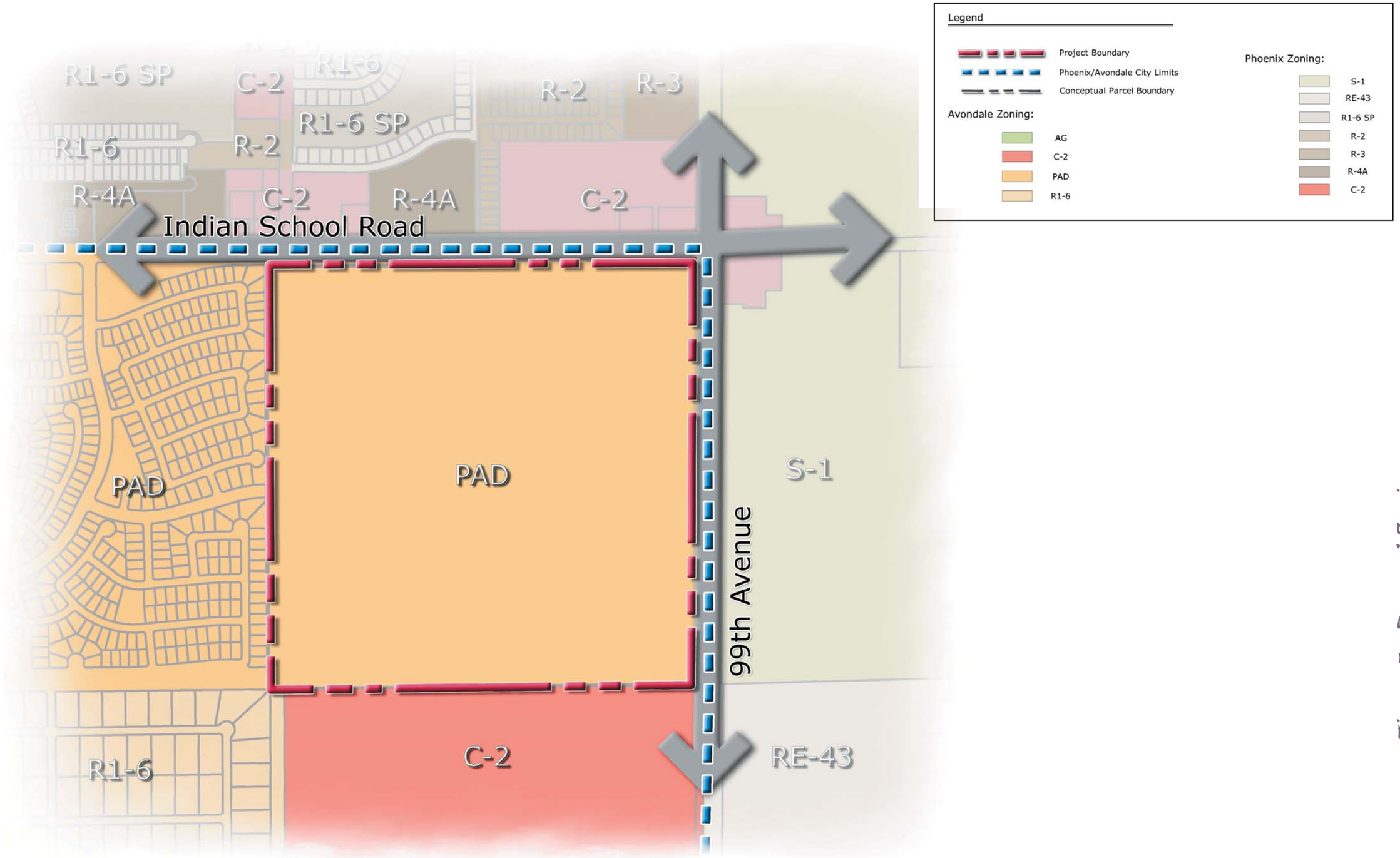


Figure 7 - Proposed Zoning

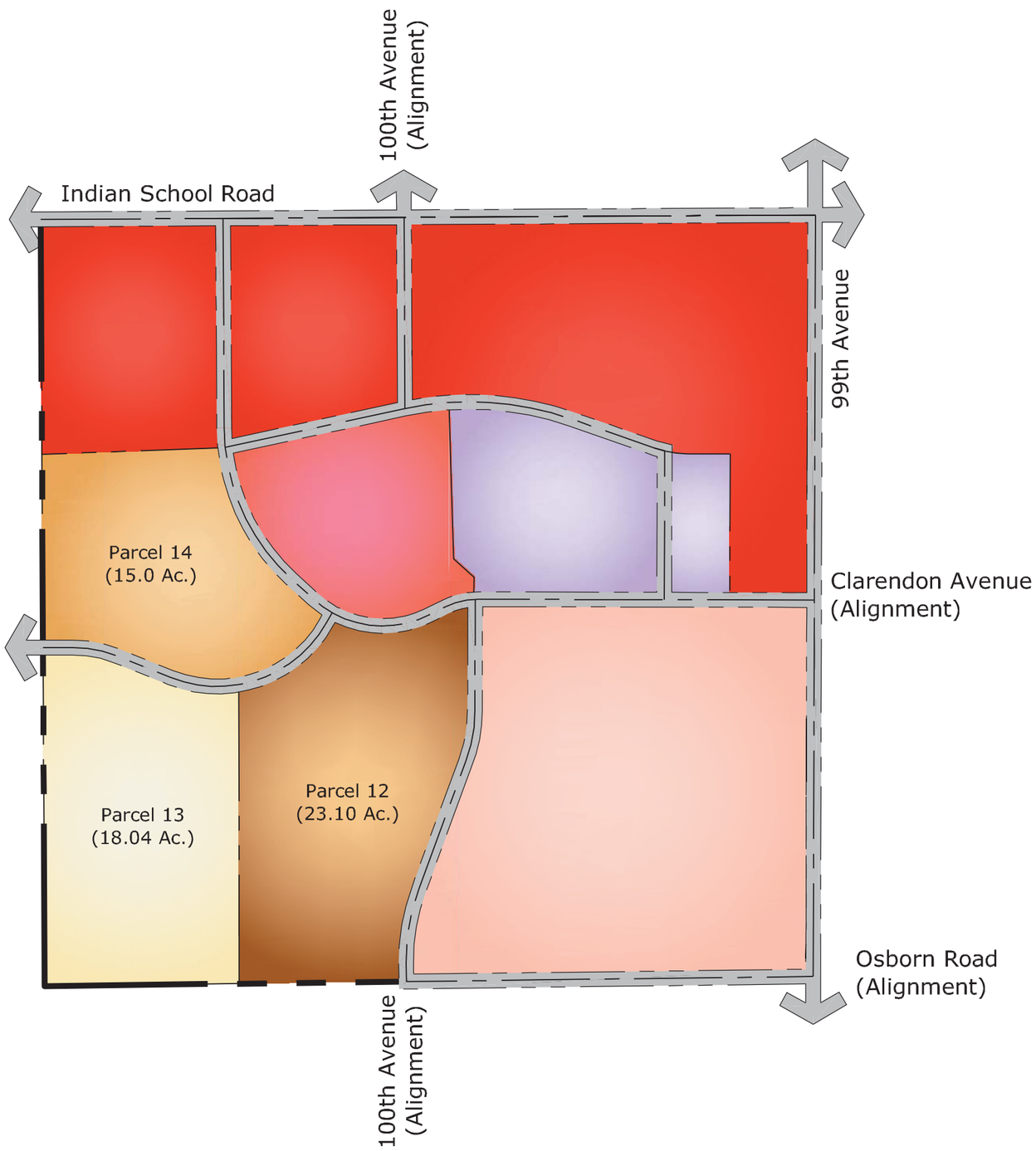


Table 1. Land Use Summary

Land Use Category	Gross Acreage	Net Acreage	Proposed Density(1) (du/ac)	Maximum # of Units(1) (Gross)	Maximum # of Units(1) (Net)
Residential (Parcels 12, 13 and 14)					
Residential I (Parcel 13)	18.04	14.55	4.0 - 7.0	126	-
Residential II (Parcel 14)	15.00	11.08	8.0 - 14.0	210	-
Residential III (Parcel 12)	23.10	15.90	15.0 - 24.0	-	381
Residential Sub-Total	56.14	41.53	-	336	381
Regional Commercial/Office (Parcels 1 - 5)	59.29	45.03	-	-	-
Neighborhood Commercial/Office (Parcels 8 - 9)					
Office/Commerce Park (Parcels 10 - 11)	31.49	30.87	-	-	-
Urban Mixed Use (Parcels 6 - 7)	16.15	10.02	20.0 - 60.0	-	601
Total	**163.07**	**127.45**		**336**	**982**

Note:

1. The ratio of dwelling units per acre. In Residential I and II, the density and maximum number of units shall be based on gross site area of land to be developed, including land dedications at no cost for proposed streets, alleys, or other right-of-ways, but excluding lands dedicated prior to development. In Residential III, density and maximum number of units shall be based on net site area. Net site area is the remaining ground area of the gross site area after deleting all portions for proposed perimeter right-of-ways and alleys.

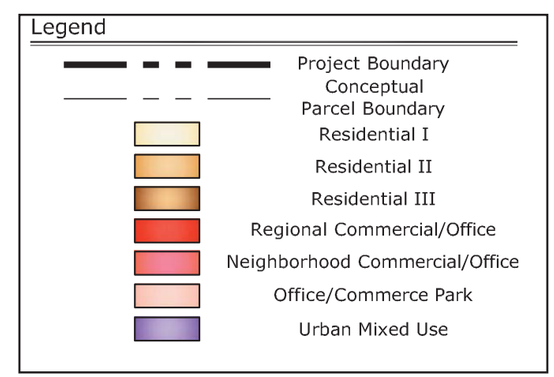


Figure 8 - Land Use Plan

Typcial Neighborhood Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas
- Sport Court

Typcial Pocket Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas

Village Center

Potential Amenities Include:

- Pedestrian Connections
- Potential Water Feature or Amphitheater
- Outdoor Seating
- Plazas
- Courtyards

Promenade

Shops on ground floor such as cafes and boutiques

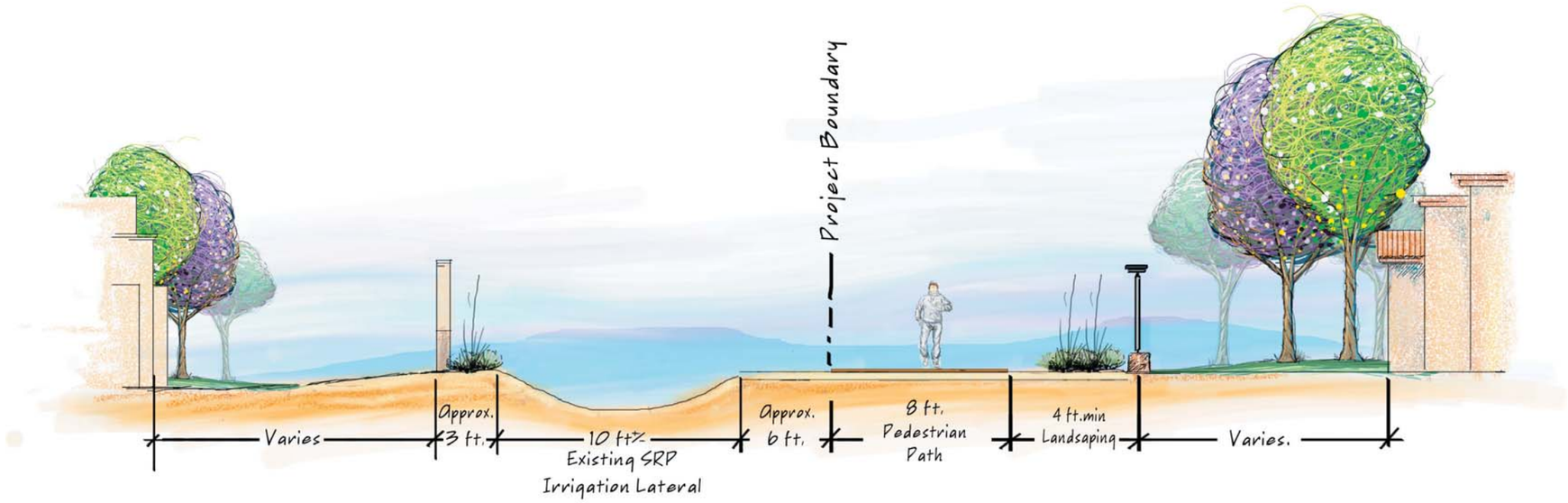
Pedestrian walkways will provide connections between buildings on adjacent parcels.

Legend

- Conceptual Pocket Park
- Conceptual Neighborhood Park
- Pedestrian Path
- RID Canal - Pedestrian Trail
- Potential Water Feature

Pedestrian Connection to RID canal network

Figure 9 - Conceptual Open Space Plan

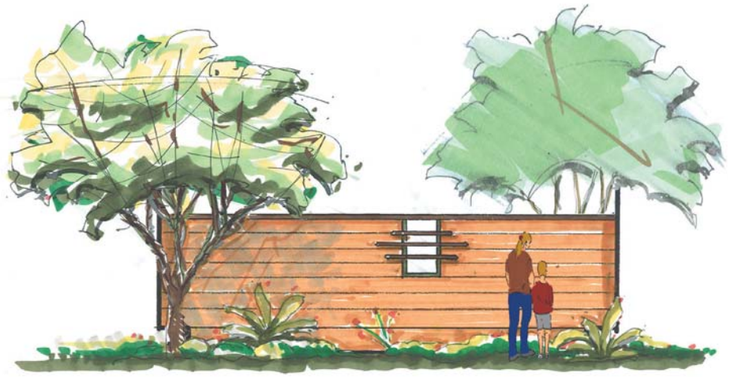


Conceptual Pedestrian Path Cross-Section
(Along Western Boundary)

Note:
-Conceptual rendering is not to scale
- Perspective is viewing North

Conceptual Park Cross-Section
(with Potential Water Feature shown)

Figure 10 - Conceptual Pedestrian Path and Park Cross-sections



Conceptual Wall - Option 1

Conceptual Wall - Option 2

Conceptual Wall - Option3

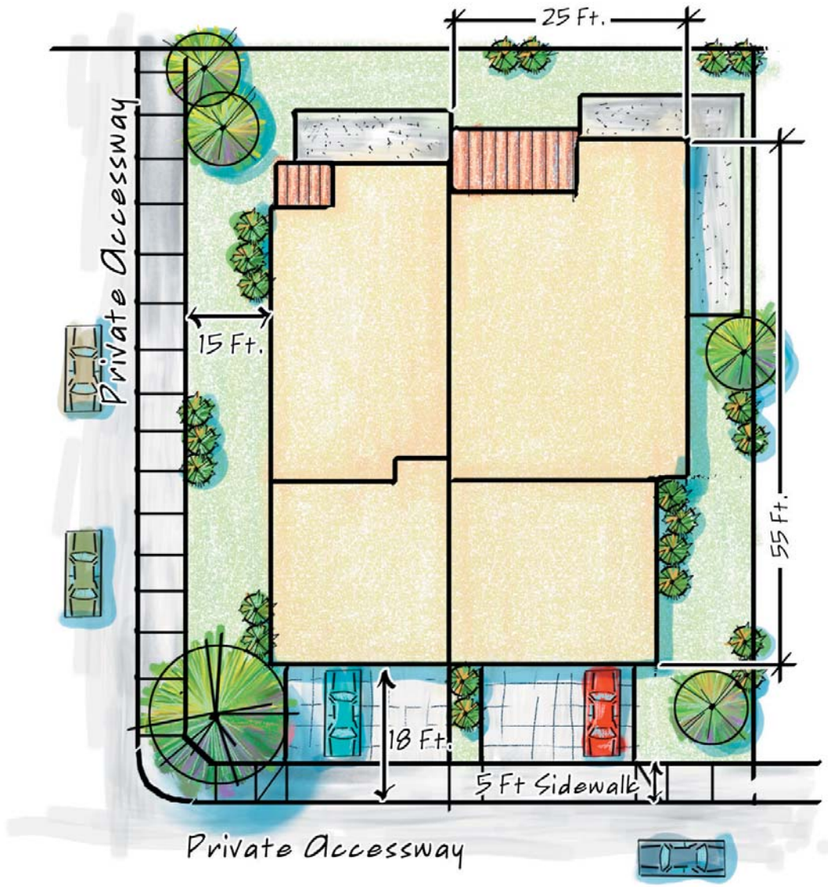
Commercial Entry Monumentation

Residential Entry Monumentation

Figure 11 - Conceptual Walls and Entry Monumentation

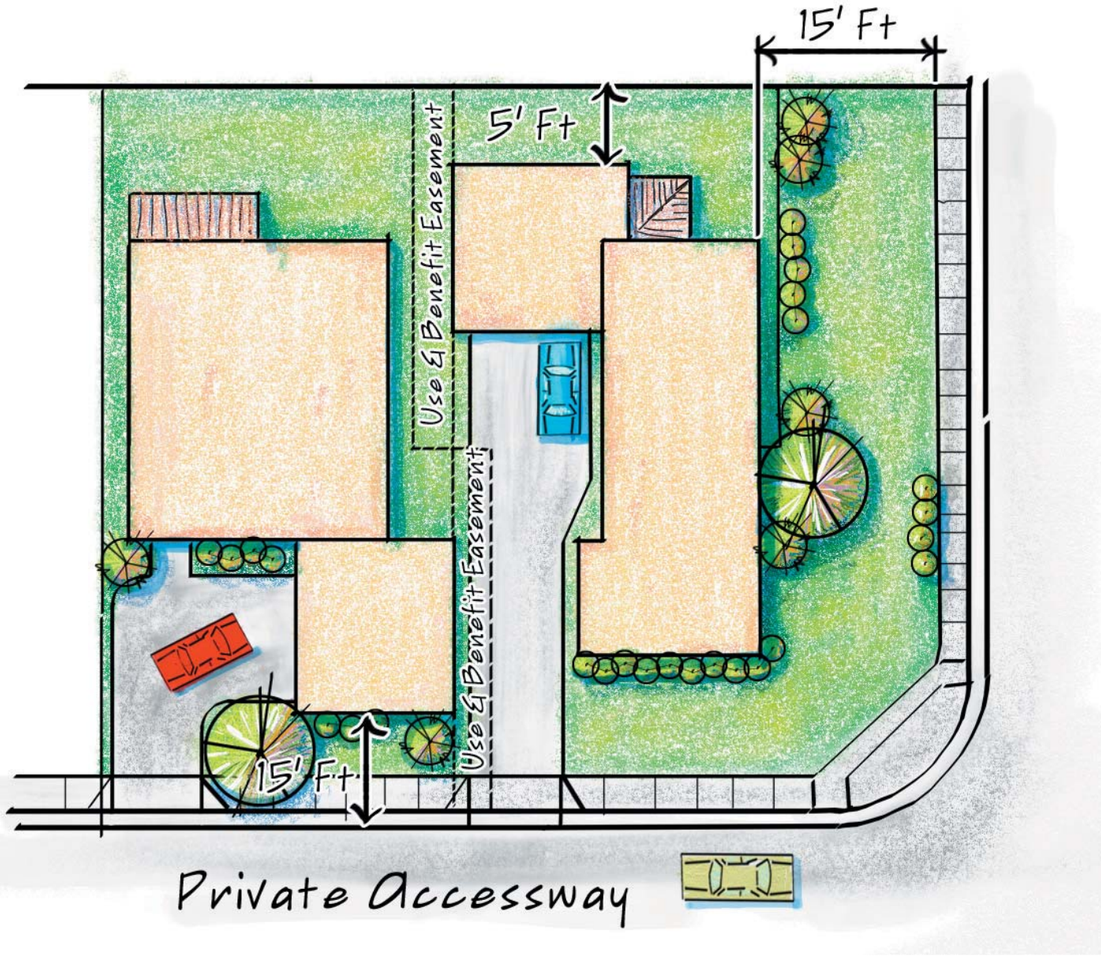
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Single Family - detached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-
Townhomes - single family detached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 12 - Conceptual Single Family & Townhomes (Detached)



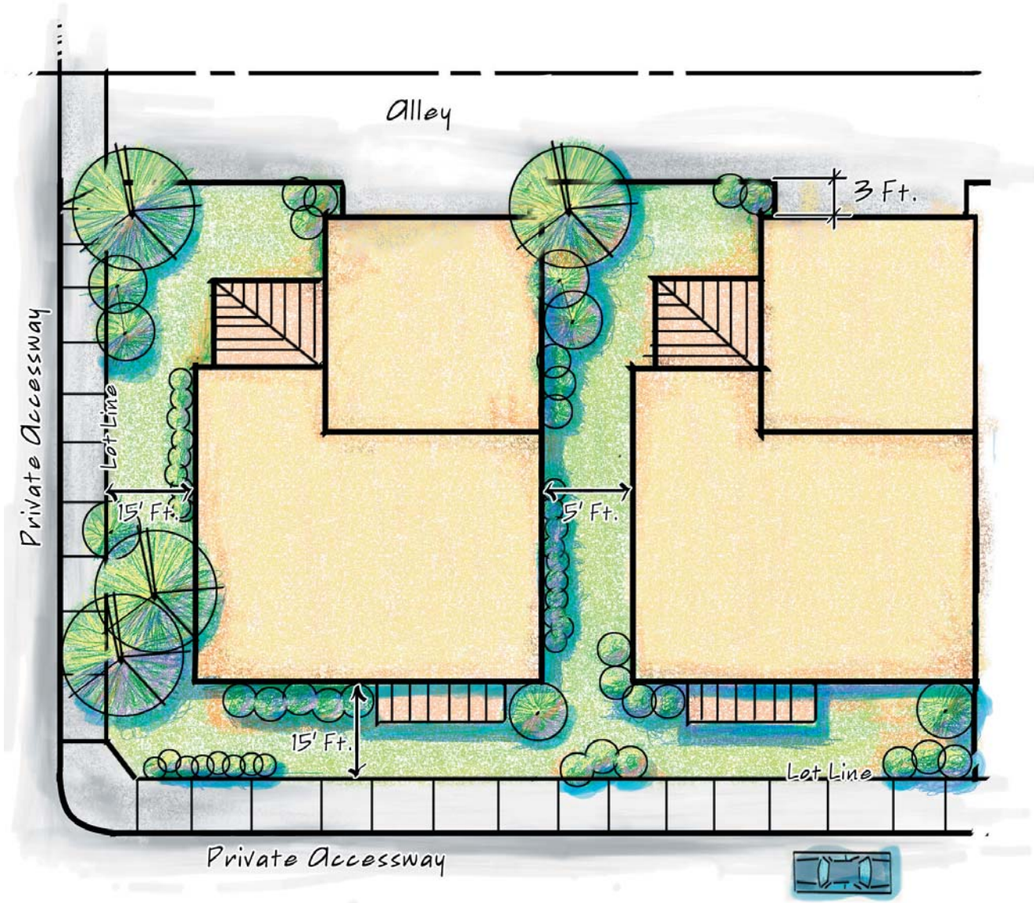
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Single Family – attached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-
Townhomes – single family attached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-
Duplex - multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Rear Yard	-	-	3'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 13 - Conceptual Single Family, Townhomes and Duplex (Attached)



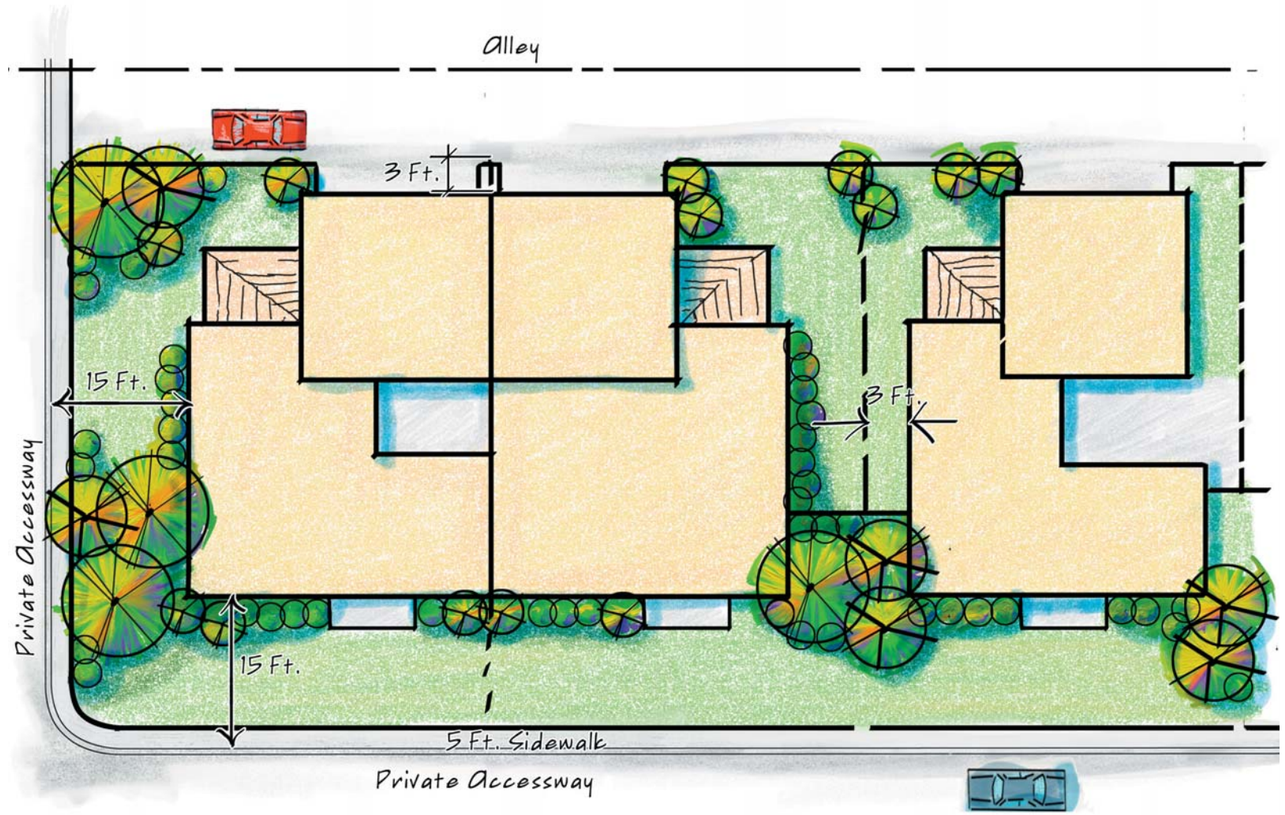
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Z-Lots - single family detached	**X**	**X**	-	-
Front or Side Garage of Structure	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, Interior Use & Benefit Easement	3'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 14 - Conceptual Z-Lot



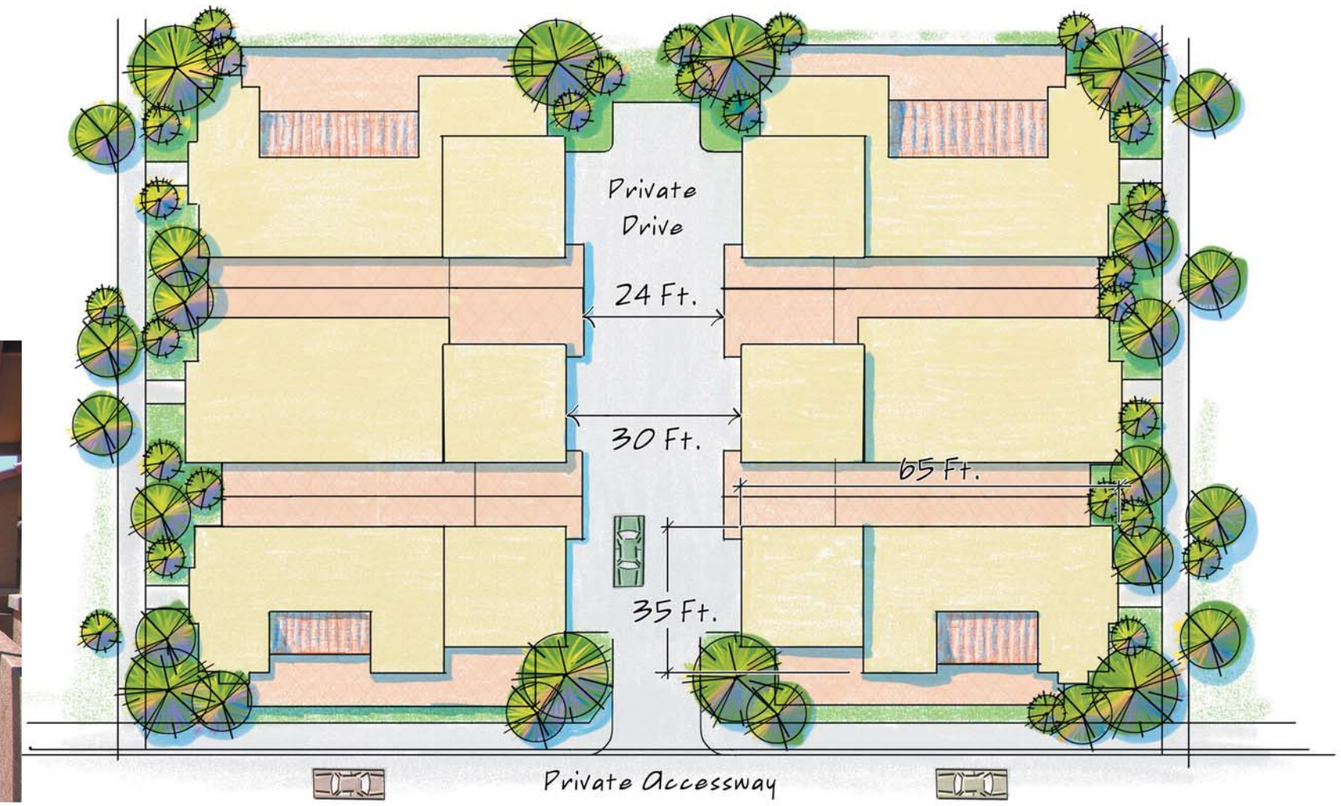
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Zero Lot Line - single family detached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	5', one side	5', one side	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 15 - Conceptual Zero Lot Line (Detached)



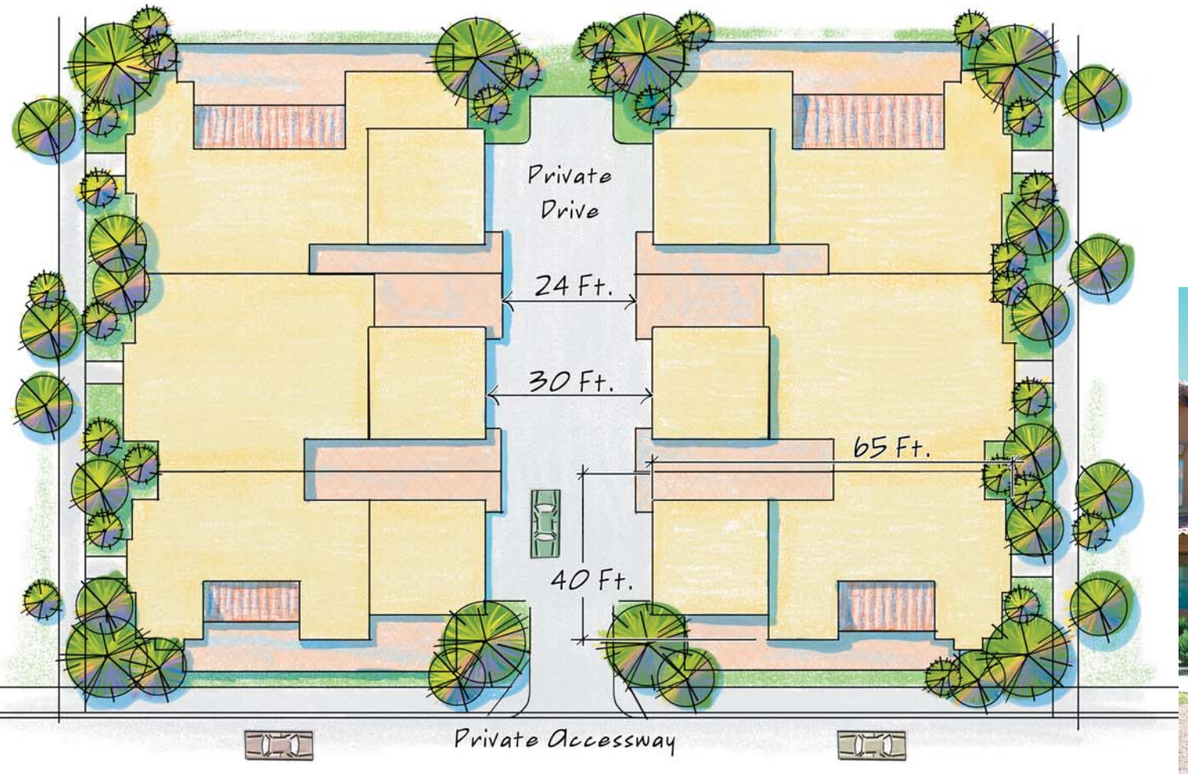
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Alley-loaded - single family detached	-	**X**	-	-
Front, Structure to Private Accessway	-	15'	-	-
Rear Facing Garage on Alley	-	3'	-	-
Face of Garage to opposing Face of Garage	-	30'	-	-
Side Yard, interior	-	N/A	-	-
Side Yard to Private Accessway	-	15'	-	-
Alley-loaded - single family attached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Rear Facing Garage on Alley	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 16 - Conceptual Alley Loaded (Detached and Attached)



Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Auto Court - single family detached	**X**	**X**	-	-
Front, facing Garage in Court	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Rear	5'	3'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 17 - Conceptual Auto Court (Detached)

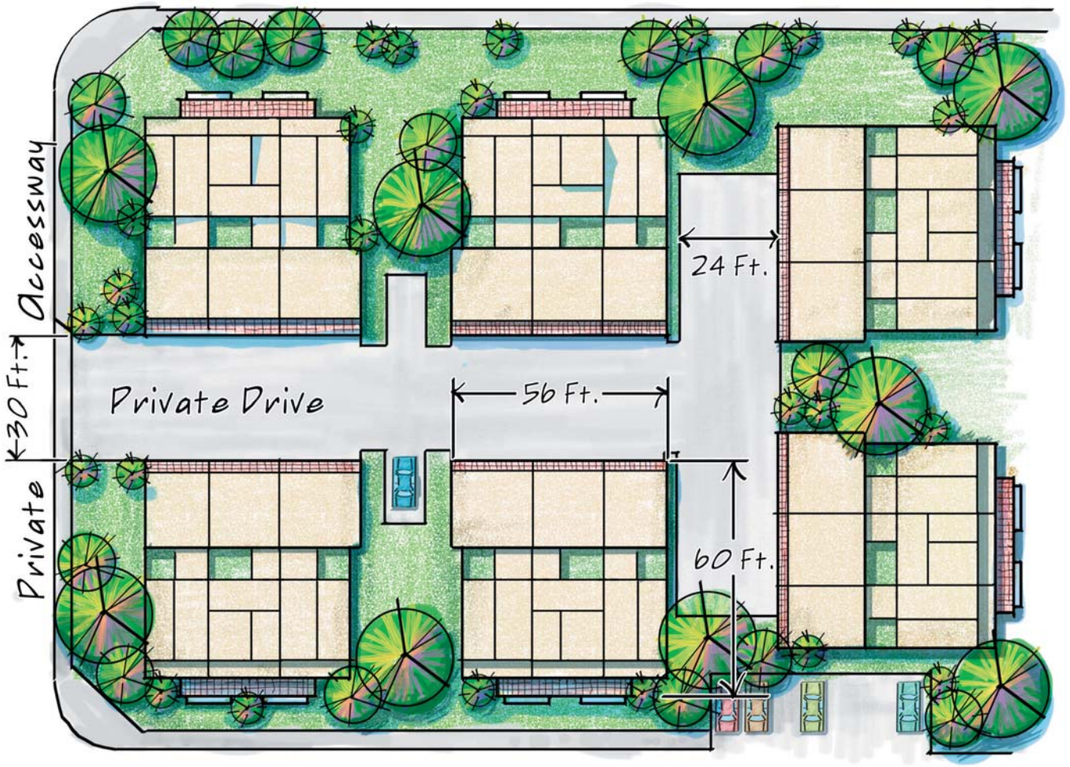


Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Auto Court – single family attached	**X**	**X**	-	-
Front, facing Garage in Court	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Rear	5'	3'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 18 - Conceptual Auto Court (Attached)

Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Green Court - single family detached	**X**	**X**	-	-
Front, facing Green Court	5'	3'	-	-
Rear, with Garage	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-
Green Court - single family attached	**X**	**X**	-	-
Front, facing Green Court	5'	3'	-	-
Rear, with Garage	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 19 - Conceptual Green Court (Detached & Attached)

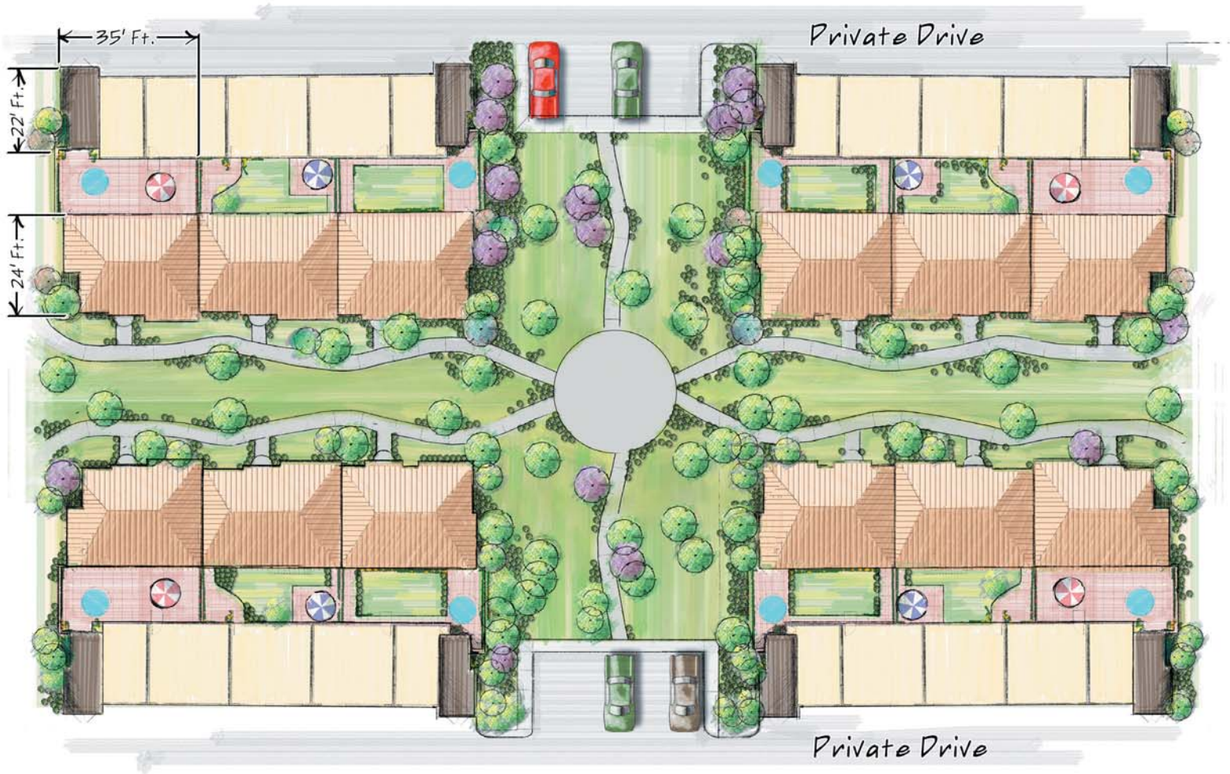


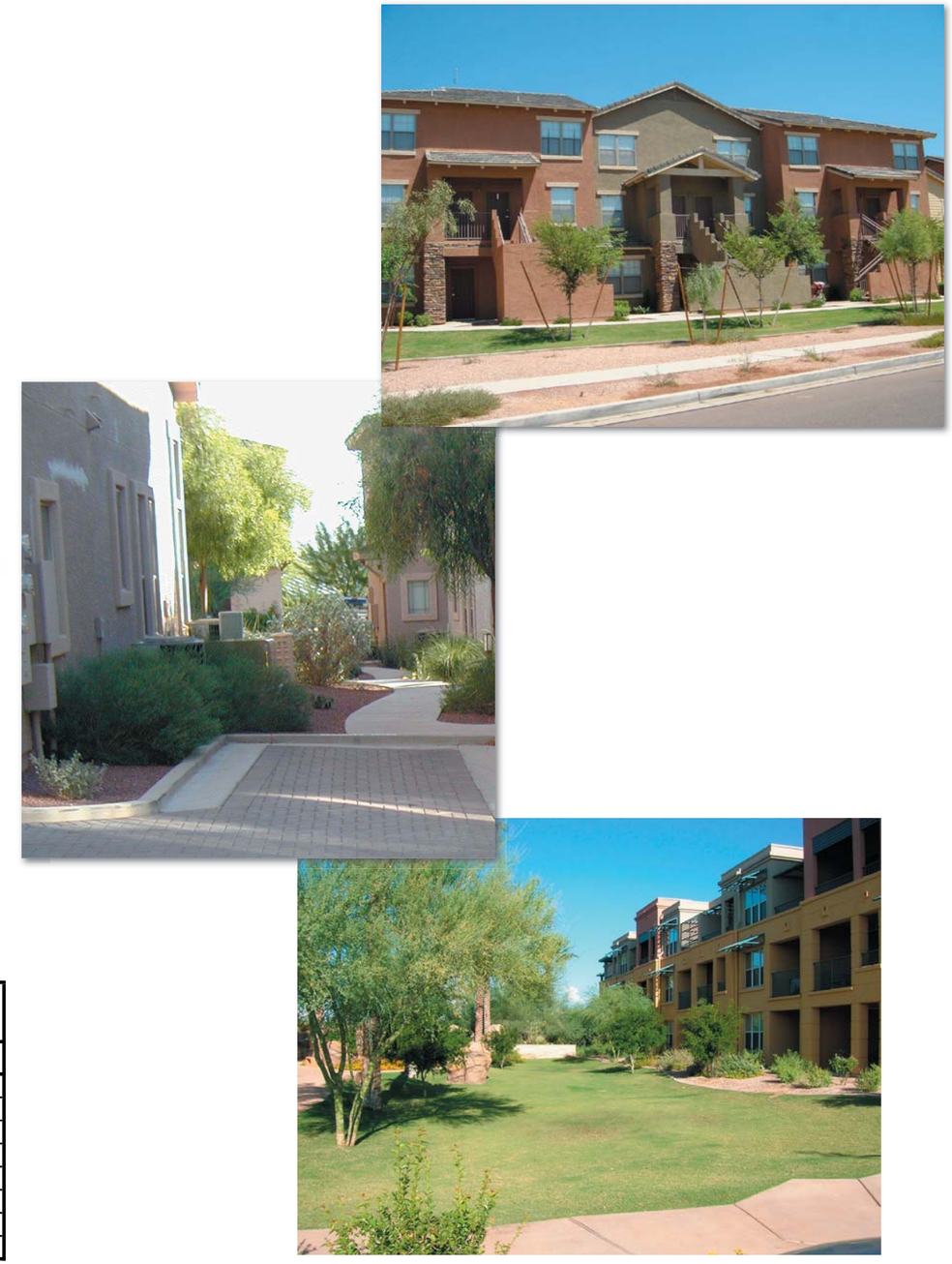
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Tri-plex – multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Front, facing Open Space	-	-	3'	-
Rear, facing Garage in Court	-	-	3'	-
Face of Garage to opposing Face of Garage	-	-	30'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 20 - Conceptual Tri-Plex

Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Four-plex – multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Front, facing Open Space	-	-	3'	-
Rear, facing Garage in Court, if applicable	-	-	3'	-
Face of Garage to opposing Face of Garage	-	-	30'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 21 - Conceptual Four-Plex





Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Five-plex – multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Front, facing Open Space	-	-	3'	-
Rear, facing Garage in Court, if applicable	-	-	3'	-
Face of Garage to opposing Face of Garage	-	-	30'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 22 - Conceptual Five-Plex

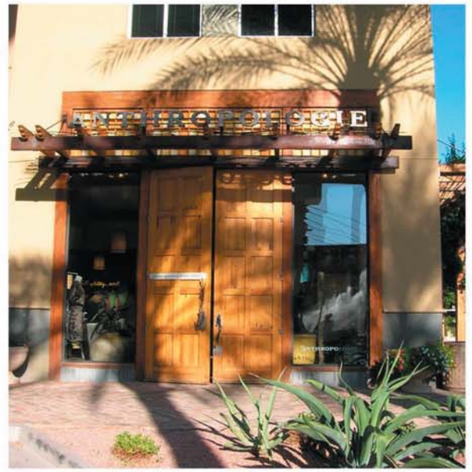


Figure 23 - Conceptual Commercial Architecture

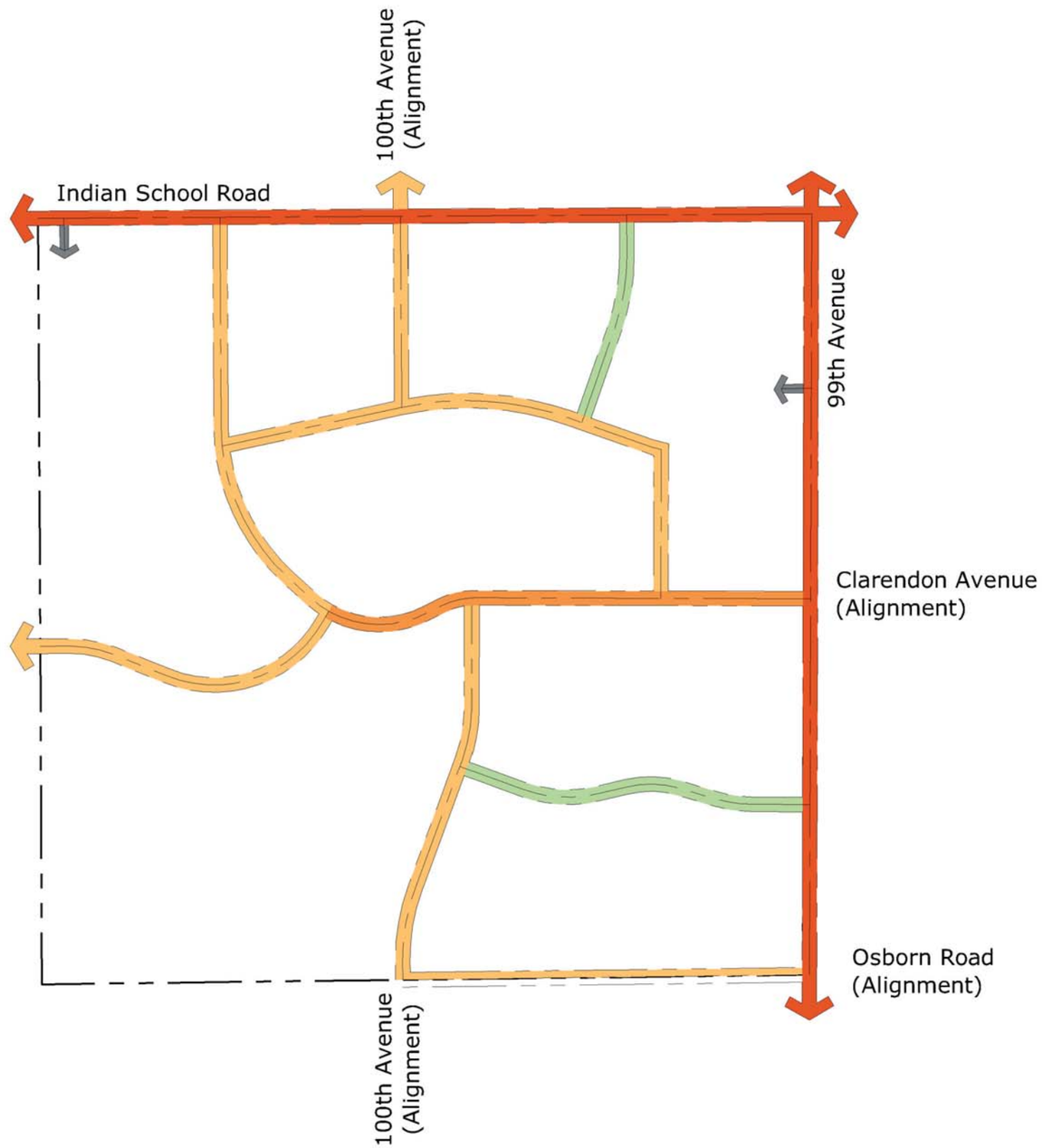
Figure 24 - Conceptual Hotel Architecture

Figure 25 - Conceptual Office / Commerce Park Architecture

Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Condominium - multifamily	**-**	**-**	**X**	**X**
Front, Structure to Private Accessway	-	-	15'	N/A
Front to Parcel Boundary	-	-	N/A	20'
Front Facing Garage to Private Accessway	-	-	18'	N/A
Front, facing Open Space	-	-	3'	N/A
Rear, facing Garage in Court, if applicable	-	-	3'	N/A
Face of Garage to opposing Face of Garage	-	-	30'	N/A
Side Yard, interior	-	-	N/A	None
Side Yard to Private Accessway	-	-	15'	N/A
Side Yard to Street	-	-	N/A	20'
Min. Setback from Residential Use/District	-	-	N/A	10' per story*
Apartments - multifamily	**-**	**-**	**X**	**X**
Front, Structure to Private Accessway	-	-	15'	N/A
Front to Parcel Boundary	-	-	N/A	20'
Front Facing Garage to Private Accessway	-	-	18'	N/A
Front, facing Open Space	-	-	3'	N/A
Rear, facing Garage in Court, if applicable	-	-	3'	N/A
Face of Garage to opposing Face of Garage	-	-	30'	N/A
Side Yard, interior	-	-	N/A	None
Side Yard to Private Accessway	-	-	15'	N/A
Side Yard to Street	-	-	N/A	20'
Min. Setback from Residential Use/District	-	-	N/A	10' per story*
Urban Lofts - multifamily	**-**	**-**	**-**	**X**
Front to Parcel Boundary	-	-	-	20'
Side Yard, interior	-	-	-	None
Side Yard to Street	-	-	-	20'
Min. Setback from Residential Use/District	-	-	-	10' per story*

* - Setback Does Not Apply to Adjacent Mixed Use District

Figure 26 - Conceptual Apartments, Condos, and Urban Lofts



Legend

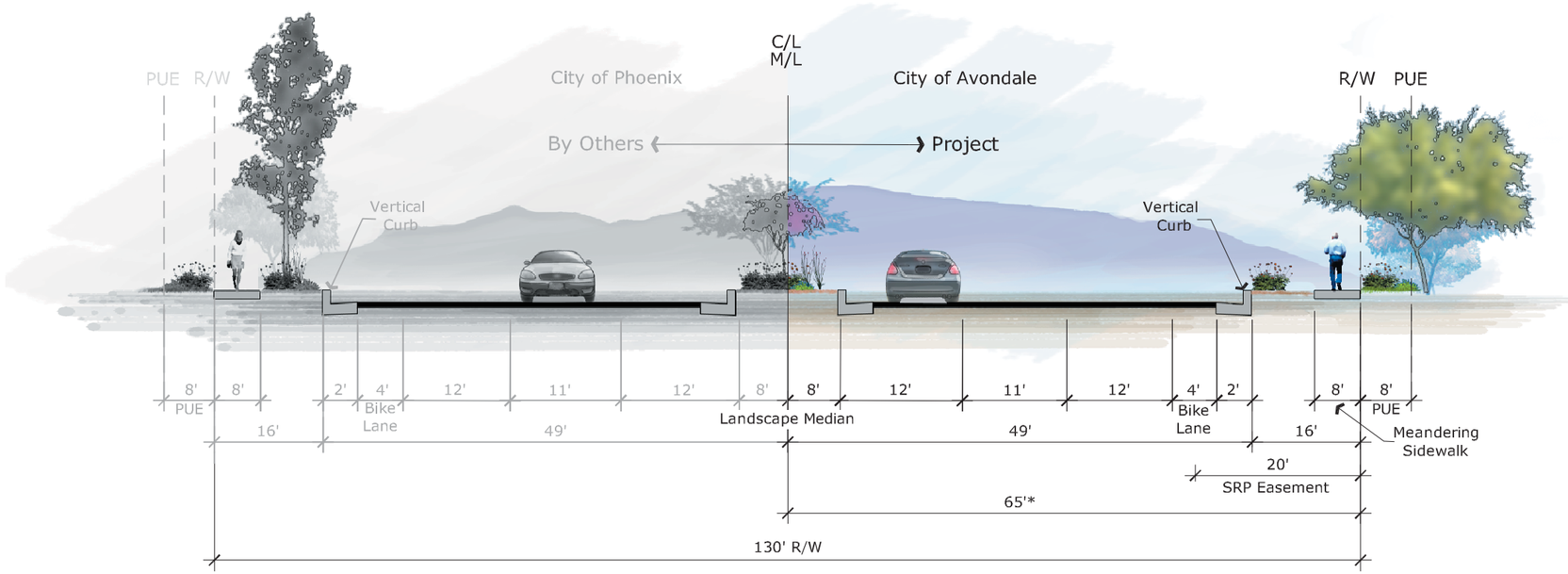
- Project Boundary
- Road Centerline
- Arterial
- Major Collector
- Minor Collector
- Local
- Driveway Access

Notes

1. Indian School Road and 99th Avenue are classified and shown herein as arterial streets per the City of Avondale's Transporation Plan dated October 2006. Annexation into the City is presumed; however 99th Avenue and Indian School Road are within Maricopa County. Refer to section 4.1 of the Entorno PAD dated July 2007 for more information.

2. This Exhibit is conceptual and subject to change through the design and development process.

Figure 27 - Master Circulation Plan



6-Lane Arterial Cross-section and Conceptual Streetscape

99th Avenue - Half Street (Looking South)

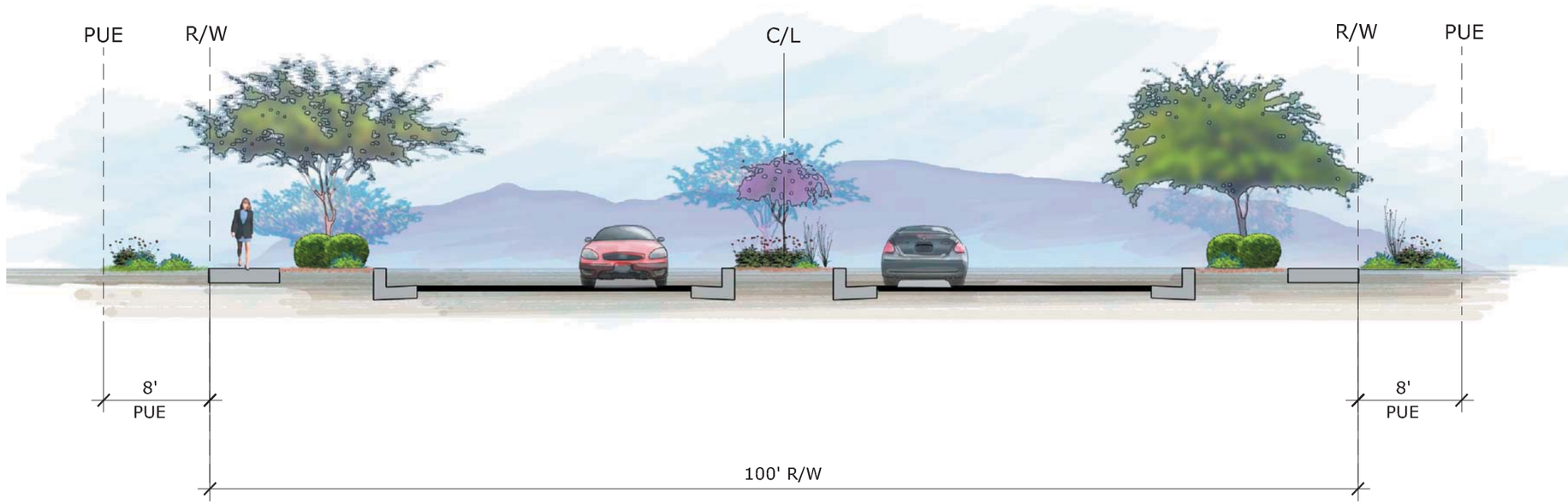
Indian School - Half Street (Looking East)

* 65' Presuming the City of Avondale annexes R/W
70' if the City of Avondale annexation does not occur.

Notes

1. Street Cross-Sections are per the City of Avondale Transportation Plan, October 2006, Table 4-20 street sections.
2. Indian School Road will taper from a 65' Half R/W to 80' Half R/W at the intersection with 99th Avenue using a 50:1 transition design speed.
3. 99th Avenue will taper from a 65' Half R/W to 80' Half R/W at the intersection with Indian School Road using a 50:1 transition design speed.
4. At 99th Avenue and Indian School Road a 20' SRP Easement will be utilized for undergrounding of Irrigation Laterals.
5. Proposed pavement for Indian School Road will taper to match existing pavement at the Northwest corner of Entorno.
6. SRP Easements shall transition along with the R/W and/or pavement transition.

Figure 28 - 6-Lane Arterial Cross-section and Conceptual Streetscape

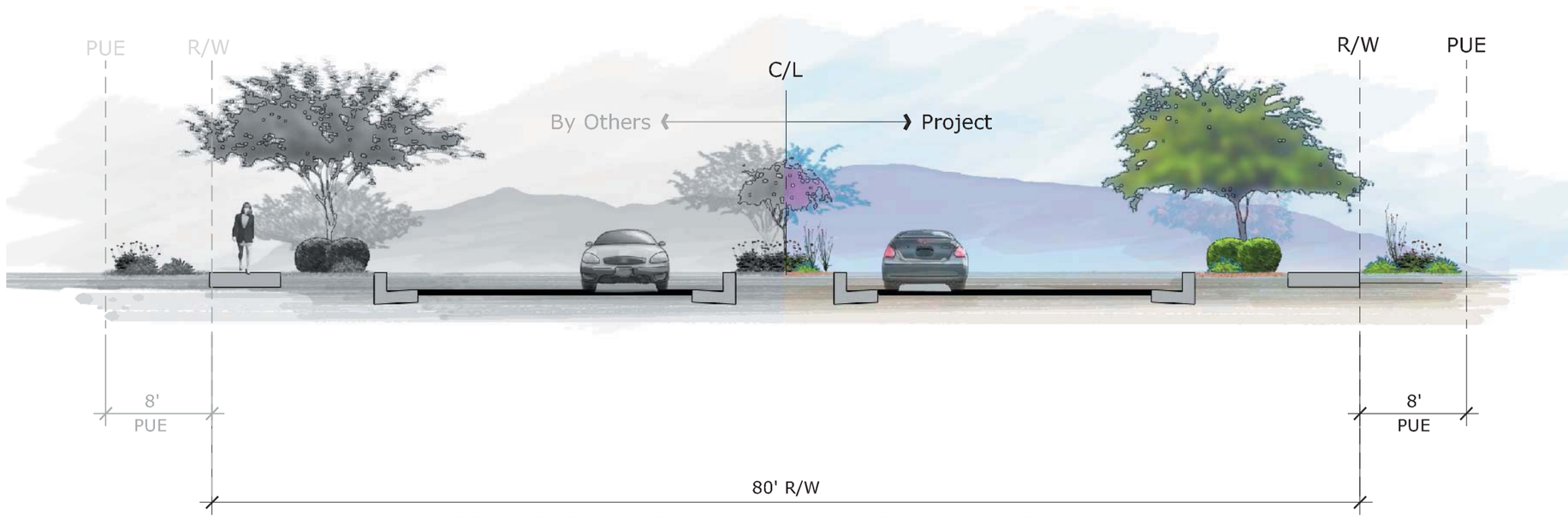


Major Collector Cross-section and Conceptual Streetscape

Clarendon Avenue Alignment

Notes

1. Travel lane, bike lane, median and sidewalk widths to be determined at time of site plan review.



Minor Collector Cross-section and Conceptual Streetscape

Osborn Road - Half Street

Figure 29 - Major/Minor Collector Cross-section and Conceptual Streetscape

ENTORNO
PAD ZONING TIME EXTENSION NARRATIVE
8/23/2011

I. Location. The Entorno Planned Area Development is located at the southwest corner of 99th Avenue and Indian School Road. The 160+/- gross acre parcel is at the northeastern edge of the City of Avondale with the other three corners at the intersection all being located within the City of Phoenix. (See Aerial at Exhibit 1.)

II. History. On October 1, 2007, the Avondale City Council approved rezoning from AG (Agricultural) to PAD (Planned Area Development) for a mixed use development that includes retail, office, industrial and residential components. The City's approval was subject to sixteen stipulations. (See Ordinance No. 1269-1007 at Exhibit 2.) On September 20, 2010, the PAD was extended by the City Council for 1 year to November 1, 2011[1]. (See Exhibit 3.)

III. Request. Avondale's PAD Zoning District calls for development of the first phase of the project commencing within three years of the effective date of the PAD Zoning. The Ordinance further provides for one-year extensions of time to commence development. The Zoning Ordinance effective date was November 1, 2007. The PAD zoning was extended in 2010 and is scheduled to expire on November 1, 2011. Phase 1 offsite and infrastructure improvements have not been completed. (See aerial photograph attached at Exhibit 1.) For the reasons provided in this Narrative, we are requesting a second one-year time extension until November 1, 2012.

IV. Justification. When the Entorno PAD was approved, the real estate development and lending markets were vibrant and aggressive. As hindsight has revealed, the residential real estate development market then took a dramatic downturn followed by the precipitous decline in commercial development. Institutional lending all but ceased and non-traditional sources of development funds also became scarce. As land values declined and development slowed, the original PAD applicant/owner/developer did not secure construction financing and the lender foreclosed on the property in 2010. In June 2010, AG/RW - Entorno, LLC ("AG/RW") purchased the property from the lender. Since purchasing the Entorno property, AG/RW has assembled a project team, evaluated the current approvals, considered existing and projected market conditions, preliminarily analyzed numerous water, sewer, SRP irrigation, RID, circulation and other pre-development and planning issues, discussed various issues with Staff, discussed utility alignment and design alternatives with our neighbors to the south, etc. (See Exhibit 4.) AG/RW needs the additional year to continue working through various pre-development, planning, market, development, lending and other issues. Although finalization of these issues may trigger the need for Amendments to the PAD, denial of this extension request and reversion of the existing PAD will not be of any benefit to the City or neighboring properties and will be detrimental to AG/RW.

The AG/RW team has invested considerable time, energy and resources on the above-described pre-development issues. AG/RW is committed to moving forward with getting the property ready

---

1 The City Council's October 1, 2007, approval of the Entorno PAD became "effective" on or about November 1, 2007. Therefore, although Staff's September 22, 2010, letter (Exhibit 3) indicates the first one-year extension was to October 1, 2011, we believe the extension should be from the "effective date" (November 1) rather than from the "approval date" (October 1).

for development, subject to having an opportunity to fully evaluate the development, market, planning, engineering, timing and further processes that are required to initiate Phase 1 development.

For these reasons, AG/RW respectfully requests that the time condition for the first phase of the development be extended for one year to November 1, 2012. AG/RW is not simply waiting for the economy to improve. Instead, AG/RW has been and intends to remain actively engaged in moving forward with the above-described pre-development action items. If you have questions or need additional information, please contact Ed Bull (602-234-9913), Clare Abel (602-234-9920) or Ricki Horowitz (602-234-8728) at Burch & Cracchiolo, P.A., Ron Hilgart at HilgartWilson (602-490-0535), or Brett Owings at AG/RW (973 593-0003).

Thank you.

Exhibit 1

County Parcels

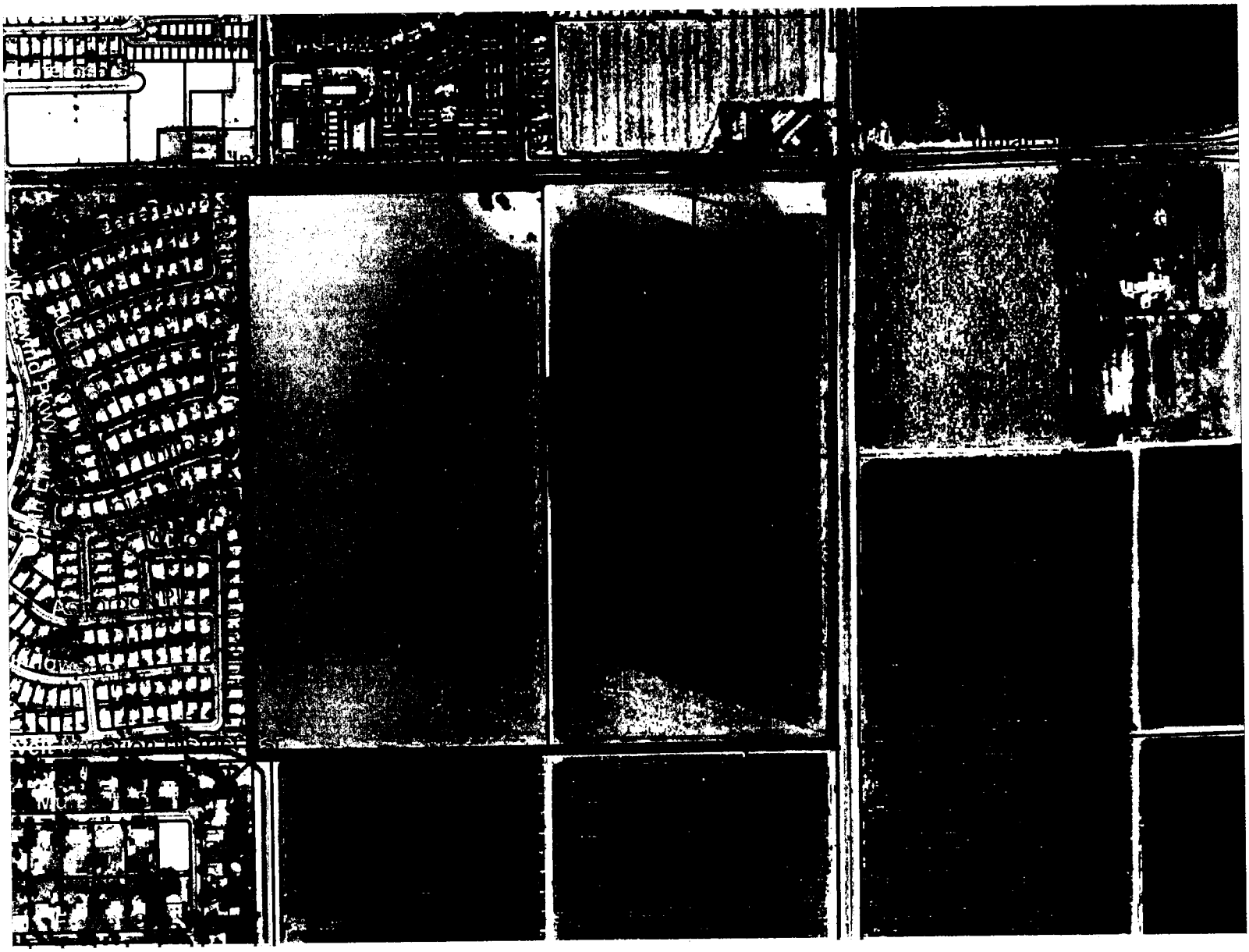


Exhibit 2

ORDINANCE NO. 1269-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 160 ACRES LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE AS SHOWN IN FILENAME Z-06-13, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") for approximately 160 acres of real property at the southwest corner of Indian School and 99th Avenue from Agricultural (AG) to Planned Area Development (PAD) pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment to be 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, August 16, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04 and unanimously recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 1, 2007.

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

SECTION 1. That ± 160 acres of certain real property generally located at the southwest corner of Indian School and 99th Avenue as shown in filename Z-06-13 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD) subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated August 2, 2007, except as modified by these stipulations.

2. The North Avondale Specific Plan must be amended to allow the height increase as proposed for this project.

3. The Master Circulation Plan shall be revised to include a connection to the existing traffic signal at 103rd Avenue and Indian School Road.

4. Full traffic impact analysis reports shall be required at master site plan. Additional comments will be forthcoming based on review and results of traffic study.

5. Cost contribution for traffic signals shall be required as follows: 50% for Indian School & 100th Avenue, 50% for Clarendon Avenue & 99th Avenue, and 25% for potential future signal at 99th Avenue & Osborn and all improvement costs for modifying the existing traffic signal and driveway at Indian School & 103rd Avenue. Additional contribution toward any other traffic signals as identified in the results of future traffic studies may be required.

6. Medians shall be required on Indian School and 99th Avenue and channelized access at non-signaled intersections shall be required based on results of the traffic impact analysis at master site plan. The intersection of Indian School Road and the proposed minor collector will have restricted access.

7. 100th Avenue south of Indian School Road will be required to be widened to support turn lanes and other intersection needs at the signalized intersection.

8. Traffic calming features will be required at master site plan to discourage cut-through traffic and excessive speeds on collectors.

9. Pedestrian-friendly design elements shall be required with the proposed collector roadway.

10. Bus pull-out bays and concrete bus pads per City of Phoenix Standard details including additional right-of-way for bus pull-out bays and pads will be required at master site plan.

11. Additional right-of-way shall be required as needed for deceleration lanes, turn lanes, and transit stops, to include intersections.

12. A comprehensive sign package shall be submitted at time of master site plan submittal for review and approval by Planning staff.

13. All water rights on the property shall be conveyed to the City of Avondale, excluding any water rights for the potential water feature, prior to recordation of the final plat.

14. Public Art shall be incorporated at the southwest corner of 99th Avenue and Indian School Road.

15. Office/Commerce Park District, Permitted Uses 'K & L' shall be amended as follows:

K. 'Retail sales of new merchandise provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use' and L. 'Warehousing and/or inventory provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use.'

16. The following use shall be prohibited in all districts: Indoor and outdoor shooting ranges, fairgrounds, amusement parks, commercial racetrack, rodeo grounds, and ambulance service facility.

SECTION 2. 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, October 1, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A

Parcel No. 1:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northeast quarter of the Northeast quarter of the Northeast quarter.

Parcel No. 2:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Entorno

Exhibit 3

City of Avondale

September 22, 2010

Ms. Clare Abel
Burch & Cracchiolo, P.A.
702 E. Osborn Road, Suite 200
Phoenix, Arizona 85014

RE: Time Extension for Entorno PAD (PL-10-0048)
SWC 99th Avenue and Indian School Road

Dear Ms. Abel,

On September 20, 2010, the City Council approved Case PL-10-0048, a request to extend the validity of the Entorno Planned Area Development (PAD). With approval of the extension request, the PAD will now expire on October 1, 2011, unless the terms of Zoning Ordinance Section 603.D.7 are met or a PAD extension request is approved. The approval is subject to the following conditions:

1. Unless listed below, all standards, requirements, and stipulations of the Entorno PAD approval on October 1, 2007 shall remain in full force and effect. Any language or graphics contained within the PAD General Development Plan and/or any original stipulation of approval that is in disagreement with the requirements listed below shall be disregarded.

    a. 99th Avenue shall be constructed per City of Phoenix standards with 70' of half street right-of-way.

    b. The intersection of 99th Avenue and Indian School Road shall be constructed per City of Phoenix standards with dedicated right turn lane having an island.

    c. The SRP irrigation ditch along 99th Avenue is fee title and will require 35 feet for the undergrounding of the irrigation line. This 35 feet shall not be within public right-of-way. Going west from the 99th Avenue monument line, there would be 70' of right-of-way, 35' to SRP for irrigation ditch, and an 8' PUE.

    d. All irrigation ditches on the Entorno property that need to be kept in service shall be undergrounded outside of public right-of-way.

RECEIVED
SEP 28 2010

Development Services
11465 W. Civic Center Drive, #110 • Avondale, AZ 85323
Phone: (623) 333-4000 • Fax: (623) 333-0400 • TDD: (623) 333-0010
www.avondale.org

e. Tables 4, 5, 6, and 7 of the PAD are required to meet the current design standards from the City of Avondale General Engineering Requirements (GER) Manual, dated 2008.

f. The developer shall be responsible for the construction of a 16" water main in 99th Avenue along the property frontage.

2. Parking area landscaping within the Regional Commercial/Office, Neighborhood Commercial/Office, and Office/Commerce Park subareas is subject to the parking area landscaping requirements in Avondale Zoning Ordinance Section 12, Landscaping, Walls, and Fences, adopted on May 3, 2010.

3. Public art shall be provided on non-residential portions of the development site in accordance with the Avondale Zoning Ordinance Section 11, Public Art. This language shall replace existing stipulation #14 which requires public art be provided at the SWC of Indian School Road and 99th Avenue.

We would like to know what your experience working with the City has been like to this point. Please take a few minutes to fill out the enclosed Customer Satisfaction Survey in order for us to know how we can be more helpful in the future. If your experience working with City staff was entirely positive, we would love to know that too! Upon completion, the survey can be hand delivered to the Development Services Department, e-mailed to your project planner, or mailed to the address listed on the top of the page.

It has been a pleasure working with you. Please do not hesitate to contact me should you need any further assistance. I can be reached at (623) 333-4019.

Sincerely,

Ken Galica
Planner II

CC: Development Review Team
File PL-10-0048

Enc: Customer Satisfaction Survey

I:\Planning\Current Planning Files\2010\Zoning Extension\PL-10-0048 Entorno\Letters to Applicant

Exhibit 4

hilgartwilson
ENGINEERS•PLANNERS•SURVEYORS

MEMORANDUM

To: Brett Owings, PE, PP

From: Dean J. Pehrson, PE

Date: August 18, 2011

Re: Entorno – Infrastructure Status Summary

Project No.: 1071.0200

cc: Ed Bull, Burch & Cracchiolo
Ron Hilgart, PE, HilgartWilson

Mr. Owings:

As previously discussed, there are significant infrastructure development issues that we continue to work on pertaining to the development of the Entorno Project. Please find below a summary and status report on those issues:

Sewer

The Entorno project is intended to sewer to an existing 18" sewer located in Thomas Road at approximately the 103rd Avenue alignment in accordance with the Avondale Wastewater Master Plan prepared by Carollo Engineers (2005). The 160-acre parcel directly south of Entorno, the Algodon parcel, will also receive sewer service from this same location. Due to the elevation of the existing sewer stub, it is necessary to construct a sewer lift station to provide sewer service to all of the Entorno property. It is yet to be determined whether the Algodon parcel will need a lift station or not. The Entorno lift station can be located along the southern boundary of the Entorno property if it serves the Entorno property only. However, the City prefers only one lift station to serve both properties. The final location for the lift station will be determined by which route the discharge sewer takes from the lift station as well as Algodon's willingness to participate in a common lift station to serve both properties.

Two general routes for the discharge sewer have been investigated. One route extends east along the south boundary of Entorno to 99th Avenue, then south in 99th Avenue to Thomas Road, then west on Thomas Road to the existing sewer stub at 103rd Avenue. This route can be a force main for the entire length or the portion in Thomas Road could be designed as a gravity sewer. If the Thomas Road portion were a gravity sewer, the gravity line would also provide sewer service to the Algodon parcel. The gravity line size would be oversized to accommodate future flows from Algodon. The costs for construction of the larger gravity sewer line should be shared between the Algodon parcel

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Phone 602.490.0535 | Fax 602.325.0161
www.hilgartwilson.com

and the Entorno parcel. John F Long Properties (JFLP), owner of the Algodon parcel, has indicated they have no immediate plans to develop this parcel. According to JFLP, development could be as much as 10 years in the future. Therefore, they (JFLP) are not willing to share in any costs (design or construction) at this present time.

The second route investigated is a more direct route from the southwest corner of the Entorno parcel south to the existing sewer stub at 103rd Avenue. This second route has three different corridors that were investigated. The first corridor is through the western portion of the Algodon property, along the east side of the RID Canal. This corridor requires a sewer easement from the Algodon parcel to accommodate the proposed sewer. As stated above, the Algodon parcel is not slated for immediate development. JFLP has stated that they are not willing to grant an easement that would encumber their property before they have prepared detailed development concepts. (See further discussion under "John F. Long Properties (JFLP) Coordination," below.)

The second corridor investigated was within the RID canal R/W that runs along the western boundary of the Algodon parcel. This corridor would be on the west side of the existing canal within the existing canal maintenance road. RID personnel indicated to us that the quit-claim deed conveying the canal R/W to them was very specific in that the land be used for an irrigation canal only. Other uses would violate the terms of the quit-claim deed and the canal R/W would revert back to the original property owner. Therefore, this corridor will not be an option for the proposed sewer extension. However, RID did indicate that they are willing to consider allowing access in their canal R/W for maintenance to the sewer line, if the sewer line itself was constructed outside the canal R/W.

The third corridor under investigation is an existing 20-ft wide public utility easement and drainage easement within the Glenarm Farms subdivision that is adjacent to the west side of the RID Canal R/W. This public utility easement contains some existing dry utilities. Those existing utilities consist of SRP electric, Qwest telephone, and AT&T fiber optic. There is also appears to be a waterline located in the easement that at one time was shown on the City water maps as a public waterline. According to the City of Avondale, they do not use that line and it is no longer shown on their water quarter section maps. The removal of this water line from the water quarter section maps is documented with the update of the Water Quarter Section Map No. 1320, revised 7/06/05. The public utility and drainage easement was <u>not</u> abandoned. It is unknown if the waterline is still in place or if it was removed from the ground. With the waterline no longer in use, there may be room to install a sewer line within the easement from the southwest corner of the Entorno parcel down to 103rd Avenue and Thomas Road. Field inspection is not conclusive as to whether the existing PUE is outside or inside the rear fence lines of the adjacent properties. Further coordination is required with the City Engineering Department, the utility companies, and the adjacent properties to determine if there is enough physical width available to construct a sewer line through the Glenarm Farms PUE.

John F Long Properties (JFLP) Coordination

In 2006, CMX, LLC prepared a Sewer Master Plan for the Entorno project. The Sewer Master Plan evaluated the possibility of a gravity sewer collection system that included a sewer extension north to Entorno along the western boundary of the Algodon parcel. The preliminary design for the collection system, designed in accordance with Avondale's requirements, indicated that a typical gravity sewer main collection system would be too deep at the existing sewer stub in Thomas Road (103rd Avenue). Therefore Entorno would most likely need a sewage lift station to provide sewer service for the Project. Also, a sewer easement would need to be acquired from the Algodon parcel to access the existing sewer stub in Thomas Road via the most direct route. The City of Avondale raised the question as to whether the Algodon parcel would also need a sewer lift station. The City prefers to have one lift station to serve both projects than to have one individual lift stations for each project.

Contact was made in 2007 with JFLP to discuss the possible sewer options and sewer service concerns for the Entorno and the Algodon parcels as voiced by the City of Avondale. Preliminary sewer design information for both Entorno and Algodon (prepared by CMX, LLC) was shared with JFLP regarding possible gravity main design and the necessity of a lift station. The preliminary design information also indicated that the same situations may exist for the Algodon parcel, depending on specific site plan layout and land use types.

JFLP indicated the development schedule for the Algodon 160 acres was not immediate and, in their opinion, could be as much as 10 years in the future. They also felt that their property may be able to receive sewer service from the existing sewer stub in Thomas Road using a gravity sewer main design. JFLP had not prepared final site plan layouts for their 160-acre parcel, nor had they prepared a sewer master plan to analyze the preliminary sewer design for their project. At that time, JFLP was not willing to grant any type of sewer easement along the western portion of their property allowing a "direct-route" sewer line to be installed for the Entorno Project.

In March 2011, HilgartWilson, LLC contacted JFLP's engineer, Clouse Engineering, to again discuss the possibility of obtaining a sewer easement along Algodon's western boundary. JFLP indicated, through Clouse Engineering, that their development schedule had not changed. Their position was the same. They were not willing to grant a sewer easement to Entorno for a "direct-route" sewer along their western boundary. They also did not want to participate in any shared costs for sewer line design or construction at the present time since they had no immediate need for a sewer to their project. JFLP has not undertaken any more detailed planning/engineering analyses for the Algodon 160 acres since 2007. HilgartWilson contacted Clouse Engineering on August 10, 2011 to inquire regarding JFLP's development schedule for the Algodon 160-acre parcel. Clouse Engineering indicated the development schedule was still the same, being 10 years out or more. As with all commercial/industrial developments, a single user may come in wanting a specific location and be willing to pay the necessary infrastructure costs. Such a user could accelerate the development schedule of a particular parcel, like the Algodon 160-acre parcel. However, today there are no such users expressing an interest in the Algodon parcel.

Water

Entorno will receive public water service by extending an existing 16" water line in 99th Avenue, starting at Encanto Boulevard and extending the water line north to the Osborn Road alignment on the south boundary of the Entorno parcel, a total distance of approximately 1 mile. The water line will be further extended north along 99th Avenue as a 12" water line that would be routed internal to the Entorno project. There is no need to continue a 16" water line on 99th Avenue north of Osborn Road since Entorno is located along the east and north boundaries of the Avondale water service area, and as a result, the effective water demand is greatly reduced since no Avondale water service is provided east, northeast, or north of the Entorno property. The City Engineering Department agrees with the concept of an internal 12" water line as long the required fire hydrants along Indian School Road and 99th Avenue are provided with water line stubouts from the internal water line. Avondale has indicated they have sufficient water capacity to serve Entorno, as long as the water line extension described above is constructed. Avondale also indicated they have funds identified in their Capital Improvement Plan (CIP) budget to construct that portion of the 99th Avenue water line extension from Encanto Boulevard to Thomas Road. Since this portion of the 99th Avenue water line extension is in the City CIP, its construction costs should be eligible for development fee credits. The City Engineering Department is verifying if this water line is eligible for development fee credits.

That portion of the 99th Avenue water line extension from Thomas Road to Osborn Rd is across the Alogodon frontage and would normally be constructed as part of the Algodon infrastructure developement. Should the Entorno development proceed the Algodon development, this portion of the 99th Avenue water line extension would be constructed by the Entorno project. Typically, payback agreements are established on public infrastructure constructed outside a project's frontage to allow the first developer to be "paid back" by the adjacent properties when they are ready to develop and connect to the constructed public infrastructure. Coordination still needs to take place with the City of Avondale to verify if a payback agreement can be established for this portion of the water line extension.

A Master Water Report was prepared by CMX, LLC in 2008 demonstrating that adequate water volumes and pressures could be provided to the Entorno project (for buildings up to three stories) through the aforementioned water line extension. Additional improvements, in the form of local booster pumps and fire pumps, may be required to service mid-rise and/or high-rise developments in excess of three stories or commercial buildings with fire sprinkler systems. These additional improvements will be localized only to the parcels and/or buildings that would exceed the 3-story limit or need fire sprinkler systems. There is an existing 12" water line in Clarendon Avenue, a collector street in the existing subdivision west of the Entorno parcel. A connection will be made to this 12" water line to provide a looped system. However, the capacity of the existing 12" water line is insufficient to meet the Entorno Project's water demands without the water line extension in 99th Avenue. Research still needs to be conducted to determine if development fee credits or a payback agreement can be used to offset the additional costs of the water line extension from Thomas Road to Osborn Road across the Algodon property.

Salt River Project (SRP) Irrigation

SRP has active irrigation facilities on the east, north, and west sides of the Entorno Project. A major SRP irrigation canal flows south along the west side of 99th Avenue and the eastern boundary of the Project site. When the Project develops, this canal will need to be replaced with a 90" diameter pipe that will be constructed slightly west of the current canal location. SRP has been contacted to discuss preliminary design and location for the new piped canal. An appropriate R/W will need to be conveyed to SRP to encompass the piped canal in its new location. SRP will design and construct the piped canal improvements at such time as the Project proceeds to development.

An SRP lateral also runs along the northern boundary of the Entorno Project. This lateral provides irrigation to properties "downstream" of the Entorno Project. Therefore, this open-ditch lateral must be converted to a 48" piped lateral to continue to provide irrigation to the downstream properties. Design of this lateral needs to be coordinated with SRP, who will provide the design. Design and construction of the piped lateral conversion will occur when the Project develops.

There is an existing SRP concrete ditch that flows south adjacent to the western boundary of the Entorno Project. This ditch provides irrigation service to properties that are south and west of the Entorno Project. This ditch is located on the subdivided property immediately west of Entorno. The development of the Entorno Project will not impact this existing SRP ditch, except where a local road connection is constructed on Clarendon Avenue from Entorno west to the existing subdivision. An appropriate crossing will be designed by SRP at such time as Entorno develops.

The developer will pay the costs of design of all these facilities through the terms of an agreement entered into with SRP at the time of development. The costs to construct these irrigation facilities are significant. The design needs to be closely coordinated with SRP to minimize costs and project delays.

Roosevelt Irrigation District (RID) Coordination

RID owns, operates and maintains the RID Canal in the vicinity of the Entorno Project. The RID Canal is located adjacent to the southwest corner of the Entorno Project. The canal and its R/W do not actually impact the Entorno parcel. However, there will be coordination with RID as improvements will be designed adjacent to the RID Canal R/W. One of the possible sewer corridors for the Entorno project will involve crossing the canal and extending south adjacent to the canal. RID has expressed their willingness to consider a sewer line crossing and maintenance access to a future sewer line from their canal R/W. The sewer line crossing will require a jack-and-bore installation under the canal. Specifics of the crossing and maintenance access will need to be approved by RID during the final design process.

Traffic Impact Analysis/Infrastructure Requirements

Entorno is bounded on two sides (north & east) by existing arterial roadways, Indian School Road and 99th Avenue. Both roadways currently have 2 lanes in each direction. Center Turn Lanes are only found at two existing signalized intersections, Indian School Road & 103rd Avenue and Indian School Road and 99th Avenue. Ultimately, both Indian School Road and 99th Avenue will be major arterials with 3 lanes in each direction and a center median/turn lane(s). Appropriate R/W needs to be dedicated and the adjacent half of the ultimate street improvements for both Indian School Road and 99th Avenue needs to be constructed with the Entorno Project.

Internal traffic circulation will be provided by a network of major and minor collector roadways that will provide access to each development parcel. These collector roadways will access Indian School Road at three intersection locations and 99th Avenue at three intersection locations. Local roads, with access from the collector roads, will be developed within each residential parcel to circulate the traffic. The collector street circulation system within Entorno contemplates a north-south street connection between Entorno and Algodon. Whether or when that connection can be made will depend on JFLP's cooperation and development timeline. A Traffic Impact Study (TIA) for Entorno was prepared by TASK Engineering, with the latest version being dated March 24, 2008. The TIA has been reviewed by Avondale through the PAD process with responses to the City comments being incorporated in the final version. This TIA may need to be updated as Entorno proceeds to development.

Due to the location of the existing SRP canal along 99th Avenue, the alignment for the existing paving improvements has been offset some distance to the east. The final design of the 99th Avenue street improvements will set the alignment of the ultimate paving improvements to coincide with the existing 99th Avenue paving improvements located north and south of the Entorno project. These ultimate paving improvements will be designed in conjunction with the SRP piped canal design along 99th Avenue.

The improvement costs for 99th Avenue and Indian School Road will be significant. These roadways are not currently part of the City's Capital Improvement Program (CIP), so no impact fee credits are currently available for these improvements. We need further discussion with the City on whether both or either arterial road can be added to the CIP. The costs of these arterial street improvements, together with the significant irrigation and offsite water and sewer costs have a significant impact on the economic viability of the Project.

Ridgewood Real Estate Partners

August 17, 2011

Mr. Edwin C. Bull, Esq.
Burch & Cracchiolo, P.A.
702 East Osborn Road, Ste 110
Phoenix, Arizona 85014

Re: Entorno Property

Dear Ed:

We are writing this letter to summarize our efforts to market and develop the Entorno project. Since our purchase of the property we have been actively working on developing and marketing the property as currently approved. We have enlisted the help of both Nathan and Associates Inc. and the engineering firm Hilgart Wilson to talk with developers and investors about the project.

Nathan and Associates representatives have spoken with multiple developers and investors in order to gauge their interest in the site both from a development and investment perspective. All the parties surveyed agreed that the current entitlements based both on uses and delineated acreage of use are not feasible in the forever-changed world of development. They spoke of the dynamic shift in patterns of retail development as internet sales shift buyers away from "brick and mortar" stores. The result is the need for less acreage as opposed to more and in particular at this location given adjacent opportunities. Developers have referenced that this site could not sustain more than 15 acres of retail development and stated that even 15 acres would be aggressive in the new economy.

Ron Hilgart of Hilgart Wilson, site engineer for the project, has reached out to a several local developers as well. Two of the developers that had comments are summarized as follows:

> Gary Davidson, Davidson-Meyers and Associates: This company has developed numerous retail centers in the Phoenix Metropolitan area. Gary did a quick review of the property, its demographics and competing properties. He concluded that the property is at a disadvantage to the abundance of freeway frontage properties. It would not be able to attract interest in anything more than a 15-18 acre neighborhood shopping center. He questions whether even the neighborhood shopping center is viable. He suggested having a 15 acre neighborhood shopping center at the corner, surrounded by multi-family and then the balance in single family residential. Even with this scenario, he believes it would be quite some time before the retail portion of the site would be developed.

25A Hanover Road, Suite 310, Florham Park, New Jersey, 07932
P: 973-593-0003 ~ F: 973-593-0077 ~ www.ridgewoodrep.com

Ridgewood Real Estate Partners

Jeff Manelis, President, Pederson Group: This company has developed numerous neighborhood shopping centers and has also developed mixed use, a power center and a regional mall. Jeff performed a quick market study on the property. His conclusions mirrored Gary Davidson's thoughts except that he considered up to 20 acres of retail at the corner possible. He said that, although the corner may ultimately be developed as neighborhood commercial, it is a weaker location than other properties and his firm would not have any interest at this time.

In addition to the above-summarized marketing and development efforts, we have been working diligently on a variety of pre-development utilities and engineering issues with Hilgart Wilson, City Staff and others. There is little question that infrastructure challenges as well as changes in the retail industry have placed additional burdens and development constraints on this parcel. In other words, although the economy is very challenging, we are not simply waiting for the economy to improve. We have been and will remain actively engaged in moving forward with pre-development issues and action items.

Based on our continued efforts to develop the property, we think the best course of action is to modify the current approved zoning. Experienced retail developers are telling us there is too much retail and commercial development proposed for the property. In our opinion we need increase the amount of residential development and decrease the amount of retail/commercial on the site.

Please feel free to contact us with any questions or concerns.

Sincerely,

Brett H. Owings, PE, PP
Senior Vice President
Ridgewood Real Estate Partners

25A Hanover Road, Suite 310, Florham Park, New Jersey, 07932
P: 973-593-0003 ~ F: 973-593-0077 ~ www.ridgewoodrep.com

ORDINANCE NO. 1472-1011

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 160 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE AS SHOWN IN FILENAME Z-06-13, REVERTING THE ZONING ON SUCH PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) TO AGRICULTURAL (AG).

WHEREAS, the Council of the City of Avondale (the "City Council") approved Ordinance No. 1269-1007 on October 1, 2007, rezoning that certain ± 160 acre parcel of land generally located at the southwest corner of Indian School Road and 99th Avenue, as more particularly described and depicted in Ordinance No. 1269-1007, as corrected by Ordinance No. 1284-1207 (the "Subject Property"), from Agricultural (AG) to Planned Area Development (PAD) and imposing conditions upon such rezoning (the "Rezoning"); and

WHEREAS, the Rezoning was subject to a condition imposed pursuant to provisions of the City of Avondale Zoning Ordinance (the "Zoning Ordinance"), requiring that the development of the first phase of the project on the Subject Property must have commenced within three years of the effective date of the ordinance approving the PAD zoning on the property (the "Time Condition"); and

WHEREAS, the Time Condition upon the Rezoning has not been met and the City Council desires to revert the zoning on the Subject Property from Planned Area Development (PAD) to Agricultural (AG); and

WHEREAS, the City Council desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04 to reflect the change in zoning on the Subject Property due to the Rezoning reversion; and

WHEREAS, all due and proper notice of the public hearing on the intended Rezoning reversion and Zoning Atlas amendment held before the City Council were given in the time, form, substance and manner provided by the Zoning Ordinance; and

WHEREAS, the City Council held a public hearing regarding the Rezoning reversion and amendment to the Zoning Atlas on October 17, 2011.

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. The Planned Area Development (PAD) zoning for the ± 160 acre parcel of real property generally located at the southwest corner of Indian School Road and 99th Avenue, as shown in filename Z-06-13, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby reverted to Agricultural (AG) zoning and the Zoning Atlas is hereby amended to reflect the reversion from PAD to AG.

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.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 17, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1606570.1

EXHIBIT A
TO
ORDINANCE NO. 1472-1011

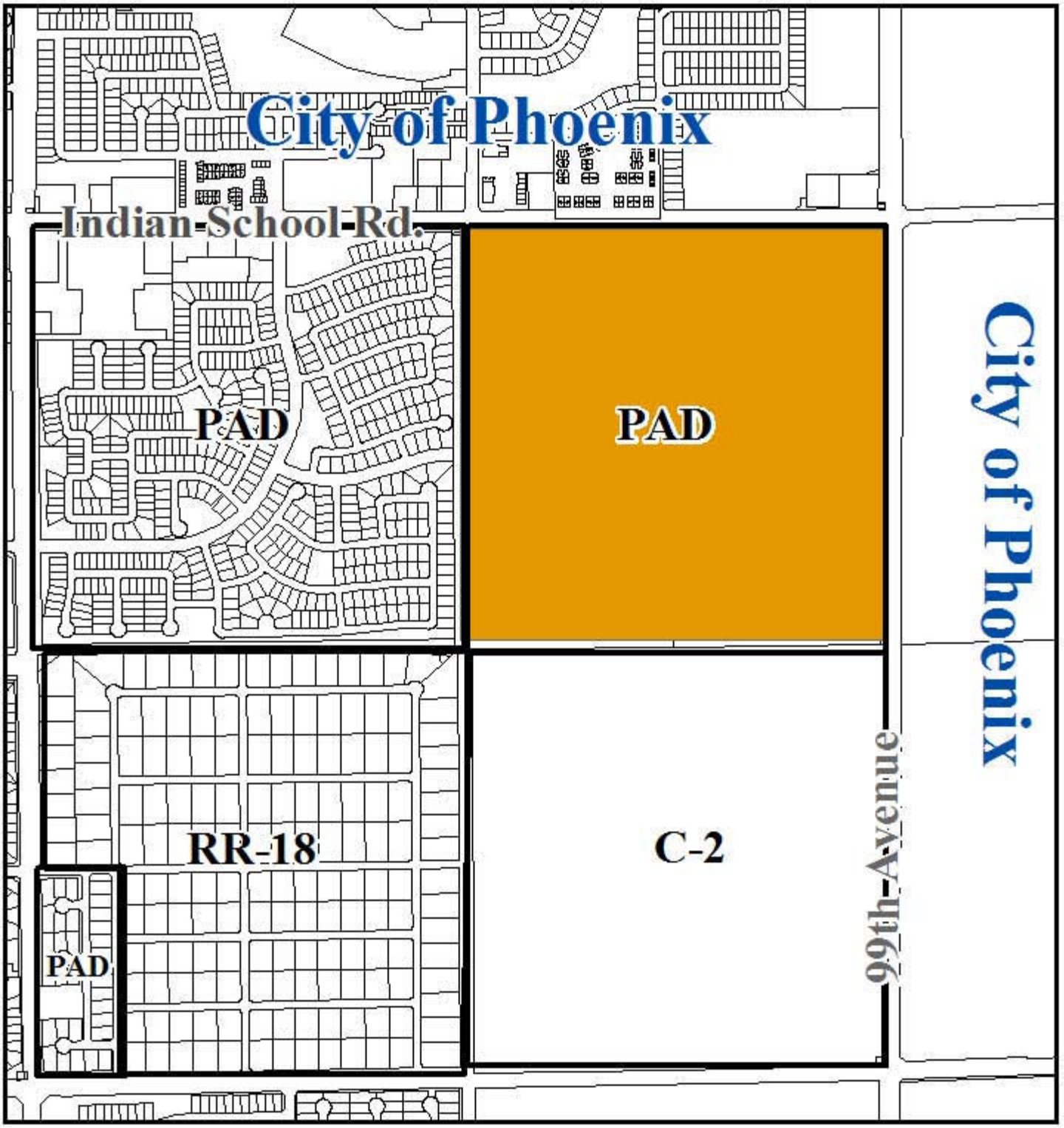
(Legal Description and Map)

See following pages.

Legal Description

The Northeast Quarter of Section 29, Township Two North, Range One East, Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

CITY COUNCIL REPORT

SUBJECT:
Non-Exclusive License - Farmers Market Support Services, LLC

MEETING DATE:
October 17, 2011

TO: Mayor and Council

FROM: Christopher Reams, Parks, Recreation and Libraries Director (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Non-Exclusive License with the Farmers Market Support Services to hold a monthly farmer's market at Friendship Park and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

The City of Avondale (The City) and the Farmers Market Support Services (FMSS) would like to create a public farmers market that serves the Avondale community and increases community and individual health and well-being while enhancing Arizona agriculture. The proposed market will be held at Avondale Friendship Park, in the northeast parking lot every Saturday from 8 am to 12 pm.

There are more than 3,000 public markets across the United States. Arizona has over 50, mostly in the Phoenix metropolitan area, including Litchfield Park. This would be the first farmers market in the City of Avondale. The initial market is projected to host 30 vendors. Only 15% of the vendors at any time are allowed to be non food producing-craft vendors. A public market can also contribute to the vitality of the area, draw related services, businesses and customers, offer a venue for artists and crafts, create jobs, provide easier access to high quality food, and add a distinctive feature to the City of Avondale.

DISCUSSION:

Staff, in conjunction with our City Attorney developed the Non-Exclusive License which stipulates the terms and conditions regarding the program. The initial term of the agreement is for two (2) years with an annual review by a designated representative of both parties. The parties may renew this Agreement for a maximum of three (3) one-year terms. Either party can terminate the agreement after a 60 day notification.

PRLD staff will coordinate programming with FMSS and ensure that there is no negative impact to current or future revenue producing programming at Friendship Park.

Specific responsibilities for each party are as follows:

City Obligations.
The City of Avondale will be responsible for the following:

Resources and Equipment. The City shall not procure, purchase, install and maintain any resources or equipment in the Venue or for the stated program.

Access. The City shall provide FMSS access to the Venue to conduct the program pursuant to the terms of this Agreement.

Vendor Approval. The director of the City of Avondale Parks, Recreation, and Libraries Department, or designee ("Director"), shall review and approve all potential vendors prior to the vendor participating in the program.

Staff Designation. The City shall designate a staff member to oversee FMSS's continued use of the Venue for the program.

Security. The City shall not be responsible for the security of any vendor space or program materials and supplies.

Promotion. The City shall promote the Program on the City web page, program guide, and information releases.

Use of Venues. Unless required for City operations, the City shall prohibit the use of the Venues by any party other than the Parties to this Agreement.

FMSS Obligations.
FMSS will be responsible for the following:

Site Preparation. FMSS shall be solely responsible for the setup, operation, tear down, and all associated logistics for the program.

Vendor Approval. FMSS shall ensure that all vendors have been reviewed and approved by the Director prior to participation in the program. In addition, FMSS will ensure all vendors are properly licensed with all applicable licensing organizations. Non direct farmers market related vendors can only make up 15% of the total vendors at any given time.

Annual Report and Feasibility Study. FMSS shall prepare an annual report and feasibility study for the City of Avondale. The report will include, at a minimum, market figures, customer participation, budget projections and actuals.

Staff Designation. FMSS shall designate a staff member to serve as the liaison between the City and FMSS.

Installations. FMSS shall not install any permanent equipment or fixtures, without the express approval of the City of Avondale.

Funding. FMSS shall provide funding for all Program requirements, if any.

Lease Payment. FMSS will pay the City of Avondale $1.00 per year.

BUDGETARY IMPACT:

There is no budget impact for this program.

RECOMMENDATION:

Staff recommends that the City Council approve a Non-Exclusive License with the Farmers Market Support Services to hold a monthly farmer's market at Friendship Park and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- Non-Exclusive License

NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

THIS NON-EXCLUSIVE LICENSE (this "License") is made and entered into as of October 17, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Farmers Market Support Services, LLC, an Arizona limited liability company (the "Licensee") relating to a non-exclusive license to periodically occupy certain space in the parking area of the Friendship Park.

RECITALS

A. The City desires to permit the operation of a weekly farmers market (the "Farmers Market") in the northeast parking area of the Friendship Park, located at 12325 West McDowell Road, Avondale, Arizona (the "Premises"), as depicted on Exhibit A, attached hereto and incorporated herein by reference.

B. The Licensee desires to operate and administer the Farmers Market at the Premises for local farmers and vendors (the "Vendors") to sell Arizona-grown produce, seafood and other meats, including ready-to-eat food, food processed from the Vendors' grown products and other similar products (the "Products").

C. The Licensee is capable of providing the Farmers Market, and the City and Licensee desire to enter into this License for the purpose of establishing the terms and conditions by which the Licensee may operate the Farmers Market at the Premises.

AGREEMENT

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

1. Grant of License; Purpose. The City hereby grants to Licensee for its non-exclusive use, and Licensee hereby accepts from the City for its non-exclusive use, a license for the periodic occupancy of the Premises on the dates and times approved in writing by the City (each, a "Market Day"), as set forth in Exhibit B, attached hereto and incorporated herein by reference, or otherwise approved in writing by the City prior to the operation of the Farmers Market on that date, for the sole purpose of allowing Vendors to sell Products thereon. Scheduled Market Days are subject to change or cancellation upon the prior written agreement of the City and Licensee.

2. Term. The License shall be effective on October 17, 2011 and shall remain in full force and effect until October 17, 2012, unless otherwise sooner terminated as provided herein ("Term"). This License may be terminated by either party upon providing 60 days' prior written notice at the addresses listed in Section 19 below.

3. Rent. Licensee shall pay to the City rent in the amount and manner specified hereunder. Rent shall be $1.00 for the Term and shall be due and payable not later than November 5, 2011.

4. Use of Premises/Licensee's Farmers Market

4.1 Licensee Responsibilities. Licensee shall:

A. Use of the Premises. Use the Premises only to operate the Farmers Market on Market Days as set forth in Exhibit B, unless Licensee obtains prior written permission from the City.

B. Preparation of Premises. Be solely responsible for the supervision and management of the Premises for operation of the Farmers Market including Vendor coordination, setup, maintenance, operation, tear-down and all other related activities and logistics.

C. Vendor Approval; Licensing; Responsibility. Accept responsibility for each Vendor participating in the Farmers Market. Licensee shall ensure that each Vendor (1) is properly licensed with all applicable licensing organizations and (2) complies with all applicable laws and the instruments as set forth in Section 7. Additionally, Licensee acknowledges and agrees that the City reserves the right to review and approve each Vendor prior to such Vendor's participation in the Farmers Market as set forth in Subsection 4.4 below.

D. Market Merchandise. Limit the display and sale of crafts or other non-Product items at the Farmers Market to an amount not to exceed 15% of the total goods available for sale on any given Market Day.

E. Standards of Operation. Operate the Farmers Market in accordance with the highest standards in the field.

F. Annual Report and Feasibility Study. Prepare an annual report and feasibility study for the City. The report shall include, at a minimum, Farmers Market sales projections, customer participation, budget projections and actual sales.

G. Staff Designation. Designate a staff member to serve as the liaison between the City and the Licensee.

H. Installations. Not install any permanent equipment or fixtures on the Premises, without the prior, written approval of the City.

I. Funding. Provide funding for the Farmers Market requirements, if any.

4.2 Access. Licensee, its customers, patrons, tenants, invitees, agents, employees, contractors and concessionaires ("Authorized Parties"), shall have the right to enter upon the Premises for the purposes permitted by this License. The Licensee and other Authorized Parties shall enter upon the Premises at their sole risk and hazard, and the Licensee and its successors and assigns, hereby release the City from any claims relating to the condition of the Premises and the entry upon the Premises by the Licensee and Authorized Parties. The Licensee will provide and maintain safe, continuous and adequate vehicle and pedestrian access (ingress and egress) for the City and its employees, agents, contractors, tenants, invitees and guests to and from the Premises.

4.3 Nonexclusive Rights. This License is nonexclusive and no interest whatsoever in the Premises, except as specifically expressed herein, shall pass to the Licensee, its directors, officers, employees, or agents. The City, its successors and assigns, shall retain at all times a prior and superior right of access and use of the Premises to accomplish all of the City's purposes and nothing in this License shall be construed to deny or lessen the powers and privileges granted to City by the laws of the State of Arizona. Neither Licensee nor its agents shall interfere with the use of the Premises by the City or the interest of any other individual or entity in the Premises. Licensee shall not, without the prior, written approval of the City, remove any of the City's property from the Premises at any time prior to, during or after the Term. Nothing herein shall preclude, interfere with, or prohibit the City from controlling access to, entering upon, being upon, or using the Premises for any purposes whatsoever, or prohibit the City from permitting another entity to access or use the Premises. The City shall not be liable to Licensee for any damage to public or private property or installations located upon the Premises.

4.4 General Provisions.

A. Staff Designation. The City shall designate a staff person to serve as the liaison for this License and oversee the Licensee's continued use of the Premises for the Farmers Market.

B. Vendor Approval. The Director of the City's Parks, Recreation and Libraries Department, or authorized designee, shall review and approve all potential Vendors suggested by the Licensee prior to the Vendor participating in the Farmers Market. The Director or authorized designee may periodically inspect the Vendors at the Farmers Market and may require that Vendors be removed temporarily or permanently from participation in the Farmers Market. Grounds for disapproval or removal of Vendors from participation in the Farmers Market include, but are not limited to, failure to comply with the terms of this License, offering for sale Products not local to Arizona and displaying and selling crafts or other non-Product items in an amount exceeding 15% of the total goods available for sale on any given Market Day as set forth in Subsection 4.1(D).

C. Inspection. The City has the right to periodically inspect the Farmers Market to ensure compliance with the terms and conditions of this License.

D. Promotion. The City shall promote the Farmers Market at the City's sole discretion, on mediums including, but not limited to, the City web page, program guide or information releases.

E. Resources and Equipment. The City shall not be responsible for procuring, purchasing, installing or maintaining any resources or equipment on the Premises for the Farmers Market.

F. Security. The City shall not be responsible for the security of any Vendor space or Farmers Market materials and supplies.

5. Existing Conditions; Maintenance and Repairs.

5.1 Licensee's Inspection. Licensee has inspected and is fully familiar with the physical condition of the Premises and accepts the Premises and the City's property in an "as-is, where-is" condition. Licensee shall be provided the opportunity to conduct a thorough walk-through of the Premises prior to Licensee's occupancy thereof; provided, however, that Licensee's occupancy shall be conclusive evidence that (A) Licensee has conducted such walk-through, (B) the Premises are acceptable to Licensee and suitable for Licensee's purposes and (C) Licensee agrees to take possession of the Premises on the dates and times as scheduled by the City "as-is, where-is."

5.2 Licensee's Property. Licensee is responsible for maintaining its own property, furniture, furnishings, business or trade fixtures, equipment, computer systems and cellular telephones and shall reasonably clean, maintain and repair its property at its own expense during the term of this License. The Licensee shall clean up any waste or spills and pick up any equipment caused by/placed upon the Premises by the Licensee or its Vendors, employees, invitees, guests or anyone else who enters the Premises related to the Farmers Market, after each use. The Licensee shall be responsible for the repair of any damages to the Premises that occur as a result of its use of the Premises.

6. Licensee's Equipment. All of Licensee's personal property, furniture, furnishings, business or trade fixtures and equipment now or hereafter in or about the Premises or any part thereof, which are (A) the property of the Licensee and (B) not the City's property (the "Licensee's Equipment") shall remain the property of Licensee, provided that:

6.1 Removal of Licensee's Equipment. Licensee shall have the right at any time during the Term to remove from the Premises all or any part of Licensee's Equipment in or on the Premises without regard to the manner placed on or affixed to the Premises, provided that Licensee, at its sole expense, immediately will repair or be obligated for all costs and expenses in connection with all damage to the Premises caused by the removal of Licensee's Equipment therefrom.

6.2 Abandonment. Any of Licensee's Equipment not removed by Licensee at its expense within 30 days after the expiration or earlier termination of this License shall be considered abandoned by Licensee and may be appropriated, sold, destroyed or otherwise disposed of by the City without any further notice to Licensee, and without obligation to account therefor; provided, however, that after such 30th day, Licensee will pay the City, upon demand, all reasonable costs and expenses incurred by the City in removing, storing, or disposing of any of Licensee's Equipment. Licensee, at its sole cost and expense, will immediately repair or be obligated for all costs and expenses in connection with all damage to the Premises caused by any removal of Licensee's

Equipment therefrom. The City shall not be responsible for any loss of or damage to Licensee's Equipment.

7. Compliance with Requirements. Licensee, during the Term, will promptly and diligently:

7.1 Compliance with Applicable Law. Comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all government officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Premises or any use or condition thereof (the "Legal Requirements"), and all terms of an insurance policy covering or applicable to the Premises or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the International Organization for Standardization ("ISO") (or any other body exercising similar functions) applicable to or affecting all or any part of the Premises or any use or condition thereof (the "Insurance Requirements").

7.2 Compliance with Recorded Instruments. Comply with any instruments of record at the time in force affecting the Premises or any part thereof.

8. Liens. If the Premises, or any part thereof, shall at any time become subject to any claims for a vendor's, mechanic's, laborer's or materialmen's lien based upon Licensee or the furnishing of material, labor or professional services to Licensee or the Premises and contracted for by Licensee or its contractors or subcontractors, Licensee shall cause the same, at Licensee's expense, to be discharged within 20 days after notice thereof, and Licensee shall indemnify and hold the City harmless from all liability, loss, costs and expenses arising from such a lien.

9. No Claims against the City. Nothing contained in this License shall constitute any consent (except where consent is expressly required and given under this License) or request by the City, express or implied, for the performance of any labor or services or the furnishings of any materials or other property in respect of the Premises or any part thereof, or as giving Licensee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the City, except as any such claim is expressly provided for by statute despite the provisions of this Section. Any labor, services or material furnished to the Premises in connection with the fulfillment of Licensee's obligations hereunder shall be the sole responsibility of Licensee.

10. Indemnification.

10.1 Licensee. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City and each Council Member, officer, employee or agent thereof (the City and any such person referred to herein as 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"), and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted

against any such Indemnified Party or the Premises by reason of the occurrence or existence of any matter or thing relating to this License or the Premises during the Term, unless resulting from the negligent or willful acts or omissions of the City, including but not limited to: (A) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring on or about the Premises or any part thereof, (B) any condition or use of the Premises or any part thereof, (C) any failure on the part of Licensee to perform or comply with any of the terms of this License, (D) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, (E) all claims for loss or damage to the Premises uncompensated by Licensee's insurance.

10.2 Vendors. As a precondition to accepting Vendors for the Farmers Market, Licensee shall enter into an agreement with each of the Vendors whereby the Vendor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City and each Council Member, officer, employee or agent thereof, for, from and against any and all Claims, including the damage, destruction or theft of any equipment or fixture at the Premises, and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted against any such Indemnified Party or the Premises by reason of the occurrence or existence of any matter or thing relating to this License or the Premises during the Term, unless resulting from the negligent or willful acts or omissions of the City, including but not limited to: (A) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring on or about the Premises or any part thereof, (B) any condition or use of the Premises or any part thereof, (C) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, (D) all claims for loss or damage to the Premises uncompensated by the Vendor's insurance.

10.3 No Limitation of Indemnity. 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. Utilities. Licensee shall be responsible for providing any utilities necessary to operate the Farmers Market.

12. Insurance.

12.1 The City's Risks to be Insured. The City shall, during the Term, maintain in full force and effect, primary coverage with respect to the Premises against loss or damage by fire or other risks; provided, however, in the case of the Licensee's intentional misconduct or negligence, the Licensee shall be responsible to the City for any and all damages.

12.2 Licensee's Risks to be Insured. Licensee at its expense during the will maintain the following insurance for the Premises with reputable insurers authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, and rated at least A- by A.M. Best Company:

A. Renters Insurance in an amount equal to the replacement value of the Licensee's Equipment and any personal property brought to the Premises by the Licensee, as

determined from time to time by the insurer, and in any event in an amount sufficient to prevent the City from becoming a co-insurer of any such loss or damage.

B. General commercial liability and property damage insurance, and together with excess liability insurance coverage, each in the minimum amount of $1,000,000.00 combined single limit on a per occurrence basis.

C. Appropriate workers' compensation or other insurance against liability arising from claims of workmen in respect of and during the period of any work on or about the Premises.

12.3 Policy Provisions. All insurance maintained by Licensee pursuant to this Section shall:

A. Except for workers' compensation insurance, name the City and Licensee as additional insureds, as their respective interests may appear.

B. Provide that all insurance proceeds, if any, from losses shall be adjusted between the City and Licensee.

C. Pay any losses notwithstanding any act or failure to act or negligence of the City or Licensee or any other person or entity relating to any act, omission or other event causing such losses, if reasonably available.

D. Provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the City and Licensee of written notice thereof.

12.4 Deductibles: Delivery of Evidence of Insurance. Except in the case of workers' compensation insurance, any insurance maintained by Licensee pursuant to Subsection 12.2 hereof may contain a deductible amount up to and including $2,500.00 per occurrence. After written request by the City, upon the commencement of the Term and thereafter not less than 30 days prior to the expiration date of any policy to be obtained by Licensee pursuant to this Section, Licensee will deliver to the City a certificate of the insurer as to the issuance and effectiveness of such policy and the amount of coverage afforded thereby.

13. Damage To or Destruction of Premises.

13.1 Licensee to Give Notice. In case of any material damage to or destruction of the Premises or any part thereof, Licensee will promptly (and in no event later than the fifth day after such occurrence) give written notice thereof to the City generally describing the nature, extent and cause of such damage or destruction.

13.2 Premises. The City will restore, replace or rebuild the Premises; provided, however, that in the event the material damage to or destruction of the Premises or any part thereof was caused by the Licensee's intentional misconduct or negligence, the Licensee shall reimburse the

City for the costs and expense of such restoration, replacement or reconstruction, as conclusively determined by the City, within 30 days after the City presents the Licensee a statement of such cost and expense. The Licensee's insurance shall be the primary insurance for the restoration, replacement or reconstruction due to Licensee's intentional misconduct or negligence.

14. Performance on Behalf of Licensee. If Licensee shall fail to perform any act required hereunder to be made or performed by Licensee, and provided the City has given Licensee 30 days' written notice of its intent to do so and Licensee has failed during said period to perform the act required to be performed by Licensee, then the City may, but shall be under no obligation, to perform such act with the same effect as if made or performed by Licensee. Notwithstanding the immediately preceding sentence, the City may proceed immediately in the event of an emergency without any notice to Licensee other than bona fide attempts to contact by telephone as soon as reasonably possible under the circumstances Licensee's representative (whom Licensee may change from time to time) whose name and telephone number Licensee has furnished in writing to the City prior to such emergency. Entry by the City upon the Premises for such purpose shall not waive or release Licensee from any obligation hereunder. Licensee shall reimburse the City for all sums so paid by the City and all costs and expenses incurred by the City in connection with the City's performance under this Section, and no such performance by the City pursuant hereto, shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due or payable, nor limit any right of the City or relieve Licensee from any Default hereunder.

15. Assignments. Licensee shall not assign this License or any part thereof.

16. Events of Default; Termination.

16.1 Events of Default. Any one or more of the following specified events shall be a "Default":

A. Cure Period. If Licensee shall fail to perform or comply with any other obligation of Licensee under this License, and such failure shall continue for more than 30 days after notice thereof has been given by the City to Licensee, and Licensee shall not, subject to unavoidable delays, within such period commence with due diligence the curing of such default, or, having so commenced, shall thereafter fail or neglect, for reasons other than unavoidable delays, to prosecute or complete with diligence the curing of such default. In no event shall such cure period extend beyond 90 days after notice of default.

B. Assignment of Debt; Inability to Pay Debt. If Licensee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation due to its bankrupt or insolvent financial status.

C. Decree or Order. If, as a result of any proceeding against Licensee, a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency,

readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Licensee or of or relating to all or substantially all of its property, or for the winding-up or liquidation of its affairs or for the supervision of the business or affairs of Licensee, shall have been entered, and such decree or order shall have remained in force undischarged or unstayed for a period of more than 60 days.

16.2 Termination. Should a Default occur, the City may resort to any or all of the following remedies:

A. Possession. Retain or take possession of any property on the Premises pursuant to the City's statutory lien, with or without legal process.

B. Entrance and Removal. Enter or re-enter the Premises and remove all persons and property therefrom, with or without legal process.

C. Termination. Declare this License at an end and terminated.

D. Suit. Sue for and receive any and all damages sustained by the City, with or without terminating this License.

E. Law or Equity. Any and all remedies available to the City at law or in equity.

16.3 Cumulative Remedies. Each right, power and remedy of the City and Licensee provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all such other rights, powers or remedies.

16.4 Recovery of Costs and Expenses. If any action, whether at law or equity, is instituted by either party for default by the other under this License, the prevailing party shall be awarded all costs and expenses incident thereto.

17. Subordination and Attornment. The City may convey or otherwise dispose of the Premises and the City shall have the absolute right to mortgage or encumber by deed of trust the Premises. This License, at the City's option, shall be subordinate to any mortgage or deed of trust which may be placed on the Premises and to any and all advances made or to be made pursuant to any such mortgage or deed of trust, and to all renewals, replacements and extensions of any such mortgage or deed of trust; provided that each such subordination shall be on the condition that the mortgagee or deed of trust beneficiary and trustee shall execute and deliver to Licensee an agreement ("Nondisturbance Agreement") to the effect that, so long as a Default caused by Licensee is not occurring hereunder, such mortgagee, beneficiary or trustee will recognize this License and not disturb or otherwise interfere with Licensee's rights under this License. Subject to the

Nondisturbance Agreement, Licensee shall execute and deliver such further instrument evidencing this subordination as the City may reasonably request.

18. Right of Entry. The City may, at all reasonable times and during usual business hours, enter upon the Premises for the purpose of inspecting, repairing or preserving the same, or to show the Premises to prospective purchasers, and in addition may, at any time within the last six months of the Term show the Premises to prospective licensees.

19. Notices. Any notice or other communication required or permitted to be given under this License 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 a copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Licensee:	Farmers Market Support Services, LLC P.O. Box 14188 Phoenix, Arizona 85036 Attn: Denise Logan

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) five business days after being placed in the U.S. Mail, registered or certified, 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.

20. Surrender. Upon the expiration of the Term, or upon the earlier termination of this License, Licensee shall surrender up peaceable possession of the Premises in good condition and repair, reasonable wear and tear excepted.

21. No Broker. The City and Licensee each represents to the other that there are no broker's commissions due in connection with this License.

22. Waiver. Any waiver by the City of any Default, breach or failure by Licensee shall not constitute a waiver of any other Default, breach or failure by Licensee hereunder. No covenant, term or condition of this License shall be deemed to have been waived by the City unless such waiver be in writing by the City.

23. Relationship and Workers' Compensation. The relationship of the parties hereto as solely that of the City and Licensee, and under no circumstances shall the parties hereto be considered as agents, employees, partners, joint venturers or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party shall remain responsible for the supervision of their respective staff and shall maintain adequate workers' compensation insurance as required by law.

24. Severability. Should any provision of this License be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

25. The City's Conveyance. The City may sell, transfer, assign or otherwise dispose of the Premises or this License or any part thereof or interest therein, at any time without the consent of Licensee, and upon a sale or disposal of all of its interest in the Premises, the City shall be relieved of all obligations hereunder arising after such sale or disposal.

26. Hazardous or Toxic Materials. Licensee shall not introduce any hazardous or toxic materials onto the Premises. In the event of any contamination of property or loss or damage to persons arising from any hazardous or toxic materials introduced by Licensee onto the Premises, whether with or without the City's consent, Licensee shall (A) notify the City immediately of any contamination, claim of contamination, loss or damage, (B) after consultation and approval by the City, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (C) indemnify, defend and hold the City harmless for, from and against any liabilities, claims, suits, causes of action, costs and expenses, including reasonable attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this Section shall survive the expiration or earlier termination of this License.

27. Holding Over. No holding over by Licensee of the Premises after the expiration of the Term shall operate to extend the Term or this License, and Licensee shall indemnify, defend and hold the City harmless from all costs and expenses and claims for damages by any other licensee to whom the City may have granted a license to the Premises effective upon the expiration of the Term or termination of this License.

28. Limitation of the City's Liability. If Licensee recovers a money judgment against the City, the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the Premises or other income from such real property receivable by the City or out of the consideration received by the City from the sale or other disposition of all or any part of the Premises. The City shall not be personally liable for any deficiency.

29. Quiet Enjoyment. Provided that Licensee is not in Default under this License, the City covenants that, from and after the commencement of the Term, Licensee shall not be disturbed or hindered in Licensee's enjoyment of the Premises, and that the City shall not interfere with Licensee's business activities involving the Premises.

30. Benefit. The covenants, terms and conditions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31. Attorney's Fees. In the event of any litigation or arbitration arising out of this License, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

32. Entire Agreement. This License constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended, waived or discharged only by an instrument in writing signed by the party against which enforcement of such amendment, waiver or discharge is sought.

33. Binding Effect. This License shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties.

34. Counterparts. This License may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

35. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this License.

36. Headings. The headings in this License are for purposes of reference only and shall not control, limit or define the meaning or construction of any provision hereof.

37. Time of the Essence. Time is of the essence with respect to the performance of each and every term, condition and obligation of this License.

38. Applicable Law; Venue. In the performance of this License, the Licensee shall abide by and conform to any and all laws of the United States, State of Arizona and City, 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 License. This License shall be governed by the laws of the State of Arizona and suit pertaining to this License may be brought only in the courts in Maricopa County, Arizona.

39. Conflict of Interest. The City may cancel this License pursuant to ARIZ. REV. STAT. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the License on behalf of the City is, at any time while the License or any extension of the License is in effect, an employee of the Licensee in any capacity or a consultant to the Licensee with respect to the subject matter of the License. The cancellation shall be effective when written notice from the City is received by the Licensee, unless the notice specifies a later time.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first written above.

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____,2011, 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

(affix notary seal here)

"**Licensee**"

FARMERS MARKET SUPPORT SERVICES,
LLC, an Arizona limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____,2011,by _____ as _____ of FARMERS MARKET SUPPORT SERVICES, LLC, an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

[Map of Premises]

See following page(s).

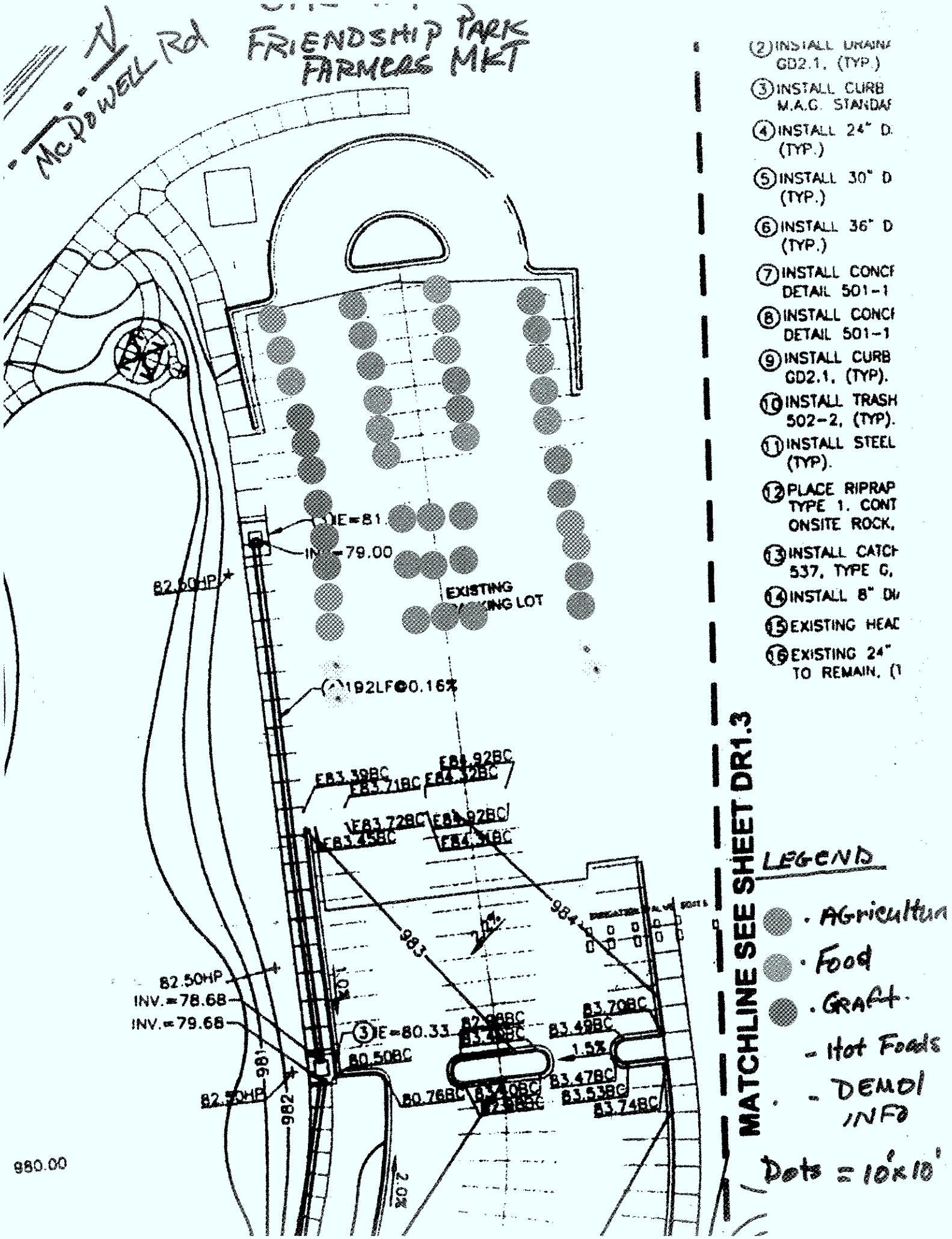

McDOWELL Rd
FRIENDSHIP PARK FARMERS MKT
(2) INSTALL DRAIN GD2.1, (TYP.)
(3) INSTALL CURB M.A.G. STANDAR
(4) INSTALL 24" D (TYP.)
(5) INSTALL 30" D (TYP.)
(6) INSTALL 36" D (TYP.)
(7) INSTALL CONCR DETAIL 501-1
(8) INSTALL CONCR DETAIL 501-1
(9) INSTALL CURB GD2.1, (TYP).
(10) INSTALL TRASH 502-2, (TYP).
(11) INSTALL STEEL (TYP).
(12) PLACE RIPRAP TYPE 1. CONT ONSITE ROCK.
(13) INSTALL CATCH 537, TYPE G,
(14) INSTALL 8" DI
(15) EXISTING HEAD
(16) EXISTING 24" TO REMAIN, (1
EXISTING PARKING LOT
192LF@0.16%
82.50HP
INV.=78.68
INV.=79.68
(3) E=80.33
80.50BC
80.76BC
83.70BC
83.49BC
83.47BC
83.53BC
83.74BC
1.5%
983
984
981
982
980.00
MATCHLINE SEE SHEET DR1.3
LEGEND
. AGriculture
. Food
. GRAFT.
- Hot Foods
- DEMOL INFO
Dots = 10'x10'

EXHIBIT B
TO
NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

[Schedule of Market Days]

See following pages.

Schedule of Market Days

Date	**Time**
November 5, 2011	8 a.m. to 12 p.m.
November 12, 2011	8 a.m. to 12 p.m.
November 19, 2011	8 a.m. to 12 p.m.
November 26, 2011	8 a.m. to 12 p.m.
December 3, 2011	8 a.m. to 12 p.m.
December 10, 2011	8 a.m. to 12 p.m.
December 17, 2011	8 a.m. to 12 p.m.
December 24, 2011	8 a.m. to 12 p.m.
December 31, 2011	8 a.m. to 12 p.m.
January 7, 2012	8 a.m. to 12 p.m.
January 14, 2012	8 a.m. to 12 p.m.
January 21, 2012	8 a.m. to 12 p.m.
January 28, 2012	8 a.m. to 12 p.m.
February 4, 2012	8 a.m. to 12 p.m.
February 11, 2012	8 a.m. to 12 p.m.
February 18, 2012	8 a.m. to 12 p.m.
February 25, 2012	8 a.m. to 12 p.m.
March 3, 2012	8 a.m. to 12 p.m.
March 10, 2012	8 a.m. to 12 p.m.
March 17, 2012	8 a.m. to 12 p.m.
March 24, 2012	8 a.m. to 12 p.m.
March 31, 2012	8 a.m. to 12 p.m.
April 7, 2012	8 a.m. to 12 p.m.
April 14, 2012	8 a.m. to 12 p.m.
April 21, 2012	8 a.m. to 12 p.m.
April 28, 2012	8 a.m. to 12 p.m.
May 5, 2012	8 a.m. to 12 p.m.
May 12, 2012	8 a.m. to 12 p.m.
May 19, 2012	8 a.m. to 12 p.m.
May 26, 2012	8 a.m. to 12 p.m.
June 2, 2012	8 a.m. to 12 p.m.
June 9, 2012	8 a.m. to 12 p.m.
June 16, 2012	8 a.m. to 12 p.m.
June 23, 2012	8 a.m. to 12 p.m.
June 30, 2012	8 a.m. to 12 p.m.
October 6, 2012	8 a.m. to 12 p.m.
October 13, 2012	8 a.m. to 12 p.m.

CITY COUNCIL REPORT

SUBJECT:
Resolution 3008-1011 - Intergovernmental Agreement with the City of Goodyear - Centennial Parade and Kick-Off Festival

MEETING DATE:
October 17, 2011

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a resolution approving an Intergovernmental Agreement (IGA) with the City of Goodyear to jointly host an Arizona Centennial Parade and Event and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

Arizona will celebrate 100 years of Statehood on Feb. 14, 2012. The state has several events planned. Cities around the state will also be marking this historic year with a host of centennial celebrations that will take place throughout the year. On May 9, 2011 Council provided staff with direction and approval of the following City of Avondale Centennial event initiatives:

1. Approval of a $73,505 budget for the Centennial events (Approved on April 11, 2011)
2. Directed staff to develop a joint parade and celebration with the City of Goodyear commemorating the Centennial
3. Directed staff to hire an event coordinator to assist staff with the event planning
4. Plan and implement the Monument Hill Trail Grand Opening
5. Plan several miscellaneous smaller events at the libraries, community center etc. that can be hosted at minimal cost.

The following update on the planed centennial events is provided for Council information only with the exception of the IGA with the City of Goodyear. The IGA requires Council approval.

DISCUSSION:

Centennial Parade & Festival

Staff from the City of Avondale and the City of Goodyear have completed the preliminary planning of the Centennial Parade and Festival. The Centennial Parade route will be along a 1-mile stretch of Thomas Road from Dysart Road to Litchfield Road. The Parade will chronicle the history of the West Valley, specifically Avondale and Goodyear. Parade entrants will represent elements of the history of both cities and include Community Groups, Schools, Amateur and Professional Sports, and members of the business community.

The Centennial kickoff event will be held immediately following the parade at Estrella Mountain Community College. The kick-off event theme will be “Planes, trains, and automobiles”. The theme will highlight the regional history of transportation and include static and interactive vehicles from the past, present, and future. The event will also feature food and entertainment. The Gourmet food

trucks are slated for the event and feature a variety of specialized food choices, as well as complimenting the theme of the event. Both events will be held on Saturday, February 4, 2011. The parade will begin at 9am and the kick-off event will begin immediately after the Parade at EMCC from 11am - 2pm.

The IGA for this event does require approval and includes the following obligations agreed to by the both Cities:

Avondale Only Obligations

Avondale shall coordinate the location for the program kick-off event activities. This step has been completed. Estrella Mountain Community College has agreed to be the host location for the kickoff event.

Avondale will contract the services of an event coordinator (individual or firm) to act as the event coordinator for the parade and kick-off event. Both parties shall cover the cost of the event coordinator at 50%. This step has also been completed. The City of Avondale will contract with GB marketing and event experts to coordinate the events.

Both Party Obligations

The parties shall provide access to City owned land, streets, and facilities, as required for the programs.

Each party shall review and approve all potential program activities and events.

Each party shall designate a representative to act as the program liaison and approval authority for program activities and events.

Each party will ensure that the Venues are secured after normal business hours according to each party's ordinary business practices.

Both parties shall promote the Program on the parties' web page, program guides, and information releases as appropriate.

Unless required for this program only, this agreement does not include the use of the Venues by any party other than the Parties to this Agreement.

With the exception of 50% of the event coordinator cost, each party will cover all costs associated with City operations, to include: permitting, public safety personnel, staffing, etc. Any costs incurred that are directly related to the program must be pre-approved by both parties. In such a case the cost will be incurred at 50% for each party.

Event Coordinator

The City of Avondale issued a Request for Quotation for event planning and coordination (RFQ 12-017-Q). GB Marketing and Event Experts (GB) was the selected vendor. The contract fee for GB will not exceed $10,000. The City of Avondale and the City of Goodyear will split the cost at $5000 each. GB will perform the following functions:

Plan, coordinate, and oversee the Centennial Parade and Event. The City of Avondale will also work exclusively with GB on the Avondale Birthday Celebration event in December of 2012.

Tres Rios /Monument Hill Events

The Tres Rios Nature Festival will be held at the Estrella Regional Park in 2012. The City of Phoenix Tres Rios area project is progressing. The water is flowing steadily and plant removal and re-planting of native species is also on target. However, the entire project is not scheduled to be completed until July 2012 (Ribbon Cutting July 2012). Tres Rios nature Festival will move one final time to Estrella Mountain Regional Park. However, Avondale will host an event in 2012 for the opening of monument hill. The Tres Rios Committee is also discussing the possibility of two nature events each year. An El Rio event at Estrella and the Tres Rios event back in the Avondale area in the Fall.

Miscellaneous Events (66)

In addition to Arizona celebrating 100 years of statehood, the City of Avondale is celebrating 66 years as a City. Staff is working with the Avondale community: schools, non-profit organizations, churches, and the business community for 66 events throughout 2012, culminating with the Avondale Birthday Bash on Friday, December 14. The parade, kick-off event, Tres Rios, and Monument Hill will be a part of the 66 events. The actual Avondale birthday is Sunday December 16. As part of the 66 events staff has issued a call to the community to host, advertise, and attend events throughout the year. A sampling of the events will include:

- Western Avenue Art and Entertainment Walks
- Historic Goodyear Farms Cemetery Events
- Resident Appreciation Night
- Avondale Billy Moore Softball Tournament
- Centennial and Avondale related storytimes
- And a host of neighborhood and community events

Action Required: The IGA with the City of Goodyear to co-host the parade and kick-off event requires approval.

BUDGETARY IMPACT:

Funding for the events was approved as part of the CIty of Avondale FY 2011 - 2012 operating budget. Funds are included in the following PRLD line item: 101-8125-00-6181

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the City of Goodyear to jointly host an Arizona Centennial Parade and Event and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- Resolution 3008-1011

RESOLUTION NO. 3008-1011

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO A PARADE AND KICK-OFF FESTIVAL TO CELEBRATE THE ARIZONA CENTENNIAL.

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

SECTION 1. The Intergovernmental Agreement with the City of Goodyear with respect to a parade and kick-off festival to celebrate the Arizona Centennial (the "Agreement") is hereby approved substantially 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 cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 17, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3008-1011

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF GOODYEAR

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of October 17, 2011 by and between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Goodyear ("Goodyear") an Arizona municipal corporation. Avondale and Goodyear are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

A. Avondale and Goodyear desire to coordinate a parade (the "Parade") and kick-off festival (the "Festival") to celebrate Arizona's Centennial on or around February 14, 2012 (together, the Parade and the Festival referred to hereinafter as the "Program").

B. The Parties desire to hold the Parade on a route originating in Goodyear at approximately the intersection of Thomas Road and Litchfield Road, running east along Thomas Road and crossing into Avondale, before terminating at approximately the intersection of Thomas Road and North Dysart Road in Avondale.

C. Subject to the approval of the appropriate governing body, the Parties desire to hold the Festival upon the grounds of the Estrella Mountain Community College located at 3000 North Dysart Road in Avondale (the "EMCC Property").

D. The Parties desire to enter into this Agreement to set forth the terms by which the Parties will jointly coordinate the Program, including Program planning, Program development, and Program administration.

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 Parties 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 March 31, 2012.

2. Avondale's Obligations.

2.1 Kick Off Festival Location. The Parties intend for the Festival to be located on the EMCC Property and held on or around February 14, 2012. Avondale shall coordinate the location for the Festival with Estrella Mountain Community College or its

governing body, the Maricopa County Community College District by way of separate written agreement. Goodyear acknowledges that use of any EMCC Property is subject to final approval of the Maricopa County Community College District Governing Board. In the event such approval is not granted, Avondale and Goodyear shall reasonably cooperate to select an alternate location for the Festival.

2.2 Event Coordinator. Avondale shall procure the services of a qualified individual or firm to act as the event coordinator for the Program (the "Coordinator Services").

2.3 Cost of Coordinator Services. Avondale shall bear 50% of the costs of the Coordinator Services.

2.4 Festival Security. In coordination with the Maricopa County Community College District (the "District"), Avondale shall provide appropriate public safety personnel to secure the EMCC Property to such extent and during such times as Avondale and the District shall mutually agree. Avondale may agree with the District to jointly provide public safety personnel to secure the Festival and the EMCC Property.

3. Goodyear's Cost Obligation.

3.1 Cost of Coordinator Services. Goodyear shall bear 50% of the costs of the Coordinator Services.

4. Joint Obligations.

4.1 Program Access. Each Party shall provide access to its property as may be reasonably required for successful staging of the Program, which property shall include without limitation, access to each Party's streets, sidewalks and other related facilities.

4.2 Program Approval. The Program shall be approved by each Party's City Manager, or authorized designee, who shall act as the Program liaison and approval authority for the Program.

4.3 Parade Security. The Parties shall reasonably cooperate and coordinate the provision of appropriate public safety personnel for the Parade. Each Party shall bear the cost of providing its own public safety personnel.

4.4 Promotion. Both parties shall promote the Program on the Parties' web pages, Program guides, if any, and information releases, if any and as appropriate. Each Party hereby grants to the other Party a license to use the registered logos and copyright of such granting Party for the purpose of promoting the Program. Each Party's use of any registered logos and copyright of the other Party is subject to review and approval of the other Party.

4.5 Permitting. To the extent applicable, each Party shall provide to the other Party at no cost any required approvals or permits for the Program.

4.6 Manner of Financing. Subject to Section 8.3, below, each Party shall provide for its financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its city council.

5. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and each council member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as 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 other Party, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

6. Insurance. Each Party agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Arizona.

8. Termination; Cancellation.

8.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 30 days' written notice to the other Party.

8.2 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.

8.3 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds or the incurring of expenses by Avondale or Goodyear shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the City Council of either Party 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 each Party shall be relieved of any subsequent obligation under this Agreement.

9. Miscellaneous.

9.1 Laws and Regulations. Both parties 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 parties are 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.

9.2 Amendments. This Agreement may be modified only by a written amendment signed by each Party's City Manager, or authorized designee.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

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

9.8 Subcontracts. No subcontract shall be entered into with any other party to furnish any of the material or services specified herein without the prior written approval of the either Party to this Agreement.

9.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party 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 either Party 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 a Party's acceptance of services, shall not release the other Party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of a Party to insist upon the strict performance of this Agreement.

9.10 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.

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

9.12 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 Avondale: 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.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

If to Goodyear: City of Goodyear
190 North Litchfield Road
Goodyear, Arizona 85338
Fax: 623-882-7520
Attn: John Fischbach, City Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this 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.

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

"**Avondale**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

"**Goodyear**"

CITY OF GOODYEAR, an Arizona
municipal corporation

_____
John Fischbach, City Manager

ATTEST:

_____
Lynn Mulhall, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of the City of Goodyear.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
October 17, 2011

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)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) negotiations for a potential Economic Development Agreement.

ATTACHMENTS:

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No Attachments Available