

# CITY COUNCIL AGENDA

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

REGULAR MEETING  
January 22, 2013  
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 December 17, 2012
2. Regular Meeting of December 17, 2012
3. Regular Meeting of January 7, 2013

**b. SAMPLING LIQUOR LICENSE (10S) - SPROUTS FARMERS MARKET #13**

City Council will consider a request from Mr. Randy Nations on behalf of Sprouts Farmers Market #13 located at 1813 N Dysart Road in Avondale for a Series 10S Liquor License which would allow sampling privileges at the location. The Council will take appropriate action.

**c. CONTINGENCY FUND TRANSFER FOR ELECTRONIC PATIENT CHARTING EQUIPMENT**

City Council will consider a request to approve the transfer of contingency appropriation in the amount of \$20,000.00 to line item 101-6330-00-8012 to provide funding for ruggedized tablet computers for Fire Department Apparatus to support electronic patient charting, a State system aimed at improving patient care and the transfer of medical information. The Council will take appropriate action.

**d. REPLAT OF DESERT SPRINGS VILLAGE SUBDIVISION (PL-12-0242)**

City Council will consider a request to approve the replat of the Desert Springs Village Subdivision, a partially developed single-family residential community located at the northwest corner of Van Buren Street and 119th Avenue to dedicate two tracts and create a third tract to be sold to the City for the construction of a regional drainage conveyance channel parallel to Van Buren Street in accordance with the Development Agreement approved by the City Council in October 2012. The Council will take appropriate action.

**e. PROFESSIONAL SERVICES AGREEMENT - ENFOTECH & CONSULTING, INC.**

City Council will consider a request to approve a Professional Services Agreement with enfoTech & Consulting, Inc. to provide the Industrial Pretreatment Program Software Installation and Support Services for a total maximum aggregate amount of \$80,950.75 and

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

f. **CONTRACT AWARD - CUMMINS ROCKY MOUNTAIN, LLC, FOR GENERATOR PREVENTIVE MAINTENANCE AND SERVICES**

City Council will consider a request to approve a one-year contract with Cummins Rocky Mountain, LLC, to perform generator preventive maintenance and services in an amount not to exceed \$26,950, with the option of four annual one-year renewals, for a total possible five-year term and a maximum aggregate amount not to exceed \$134,750, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

g. **CONTRACT AWARD - W.W. WILLIAMS, INC., FOR GENERATOR PREVENTIVE MAINTENANCE AND SERVICES**

City Council will consider a request to approve a one-year contract with W.W. Williams, Inc., to perform generator preventive maintenance services in an amount not to exceed \$26,279, with the option of four annual one-year renewals, for a total possible five-year term and a maximum aggregate amount not to exceed \$131,395, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

h. **RESOLUTION 3088-113 - APPROVING THE NAME CHANGE OF EL MIRAGE ROAD FROM I-10 TO VAN BUREN STREET.**

City Council will consider a resolution approving the renaming of El Mirage Road between I-10 and Van Buren Street to Fairway Drive. The Council will take appropriate action.

4 **RESOLUTION 3089-113 – INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE MC85 AND AVONDALE BOULEVARD INTERSECTION IMPROVEMENTS**

City Council will consider a resolution authorizing an Intergovernmental Agreement with Maricopa County Department of Transportation for the purpose of improving the intersection of MC85 and Avondale Boulevard, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **ADJOURNMENT**

Respectfully submitted,



Carmen Martinez  
City Clerk

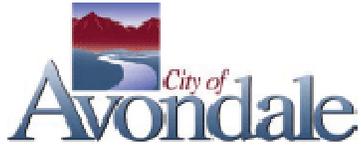
Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

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

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:**  
January 22, 2013

**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:**

Sampling Liquor License (10S) - Sprouts Farmers Market #13

**MEETING DATE:**

January 22, 2013

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

**PURPOSE:**

Staff is recommending approval of a request from Mr. Randy Nations on behalf of Sprouts Farmers Market #13 located at 1813 N Dysart Road in Avondale for a Series 10S Liquor License which would allow sampling privileges at the location.

**BACKGROUND:**

A Series 10 Liquor Store License allows the sale of beer and wine in the original unbroken package to be taken off the retailer's premises unopened and be consumed off the premises. In 2010 the Arizona State Legislature passed HB 2002 which allows holders of a series 10 liquor license to have sampling privileges subject to the following requirements:

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of the law. The licensee is liable for any violation of the law committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

**DISCUSSION:**

Staff has received an application from Mr. Randy Nations on behalf of Sprouts Farmers Market #13 for a Series 10S Liquor License. Per guidelines issued by the Arizona Department of Liquor Licenses and Control, an application for a Series 10S license should be processed as a new application. Therefore, a notice of Council's intent to consider the request to approve the application was published in the West Valley View on January 11 and 15, 2013 and the application has been posted at the location for the required minimum 20 days. No comments in favor or against approval of the application have been received.

The Council's recommendation for approval, denial or no recommendation will be forwarded to the Arizona Department of Liquor Licenses and Control for further consideration.

The application has been reviewed by Police, Fire, Development Services and Finance Departments and they are recommending approval of the application. Their comments are attached.

**RECOMMENDATION:**

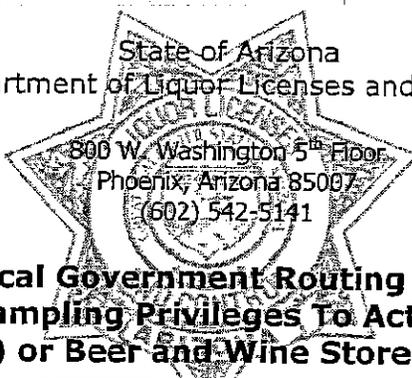
Staff is recommending approval of a request from Mr. Randy Nations on behalf of Sprouts Farmers Market #13 located at 1813 N Dysart Road in Avondale for a Series 10S Liquor License which would allow sampling privileges at the location.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting photos](#)
- [Vicinity Map](#)

State of Arizona  
Department of Liquor Licenses and Control



**State/Local Government Routing Sheet**  
**Add Sampling Privileges To Active**  
**Liquor Store (series 9) or Beer and Wine Store (series 10) License**

Liquor Store (series 9)  
 Beer and Wine Store (series 10)

12 DEC 6 11:41 AM '13

The attached form for sampling must be processed within 105 days from this date:

Date Application Received at DLLC: 12-06-12

Date of 60-days from receipt: 2-04-13 105-days from receipt: 3-21-13

If the local governing body has questions regarding the attached sampling form, please call:

DLLC Contact Name: ALICIA ESPARZA

DLLC Contact Phone Number: 602-364-0674 DLLC Contact email: Juanita.esparza@azliquor.gov

Upon local governing body approval, a new license with a sampling privilege ("S") designation will be issued to this licensee:

For DLLC Use Only

Current License #: 10076334 Date of issuance: \* Pending

S License #: \_\_\_\_\_ Date of issuance: \_\_\_\_\_

DLLC Contact: \_\_\_\_\_ DLLC Phone #: \_\_\_\_\_

For Local Governing Body Use Only

Date Receive: 1 / \_\_\_\_\_ / \_\_\_\_\_

Recommendation:  Approve  Protest  No Recommendation

I \_\_\_\_\_, hereby recommend that non-transferrable sampling  
Government Official

privileges be added to this licensee on behalf of \_\_\_\_\_  
City, Town or County

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number Email Address

\* AVONDALE

State of Arizona  
Department of Liquor Licenses and Control



<input type="checkbox"/> Liquor Store (series 9)
<input checked="" type="checkbox"/> Beer and Wine Store (series 10)

Applicant's Name: Randy D. Nations (check one) Owner  Agent

Mailing Address: \_\_\_\_\_  
Street Address or P.O. Box City State County Zip Code

Business Phone Number: (623) 535-8989 Email: randynations@azlic.com

Business Name: Sprouts Farmers Market #13 Current License #: 10076334

Physical Location of Business:  
1813 N. Dysart Rd. Avondale AZ Maricopa 85323  
Street Address City State County Zip Code

I, Randy D. Nations, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

- Rn 1. the premises shall contain at least five thousand square feet to be eligible for sampling privileges for Beer and Wine Store (series 10) applicants only (A.R.S. §4-206.01(J)).
- Rn 2. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
- Rn 3. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
- Rn 4. The licensed retailer shall make sales of sampled products from the licensed retail premises.
- Rn 5. The licensee shall not charge any customer for the sampling of any products.
- Rn 6. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
- Rn 7. Accurate records of sampling products dispensed shall be retained by the licensee.
- Rn 8. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
- Rn 9. The sampling shall be conducted only on the licensed premises.
- Rn 10. Upon approval of this form, a license for a liquor store with sampling privileges (series 9S) or a beer and wine store with sampling privileges (series 10S) will be issued and mailed to the licensee's address of record. The license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)

RN 11. Liquor store license sampling privileges are not transferable.

RN 12. I have read, understand, and assume responsibility for compliance with A.R.S. §4-206.01.

**A.R.S. §4-206.01. Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges**

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

I, Randy D. Nations, attest that I am the OWNER/AGENT filing this form, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01 at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the \$100 issuance fee and the annual \$ 60 renewal fee for these sampling privileges. Sampling privilege renewal fees are due at the same time as the renewal for the "current license #" identified on page 1 of this application.

Randy D. Nations Agent 12/31/12  
 Signature Title Date

12 DEC 6 14:14:09 05

Notarized Signature

The forgoing instrument was acknowledged before me this 3rd of December, 2012.  
 day month year

Notary Public: Meranda B. H.  
 Signature

My commission expires: 1 day, 9 month, 16 year

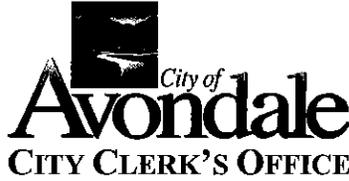


For DLLC Use Only

S License #: \_\_\_\_\_ Date of issuance: \_\_\_\_/\_\_\_\_/\_\_\_\_

Issuance fee applicable?  Yes  No  \$100 issuance fee collected

Initials: \_\_\_\_\_



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SAMPLING PRIVILEGES (SERIES 10S)

**ROUTING:**

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

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**APPLICANT'S NAME:**            **RANDY NATIONS**

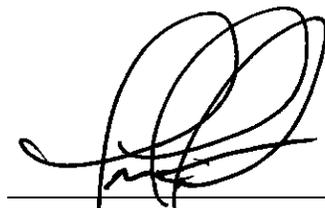
**BUSINESS NAME:**            **SPROUTS FARMERS MARKET #13**

**ADDRESS:**                    **1813 N. DYSART RD.**

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

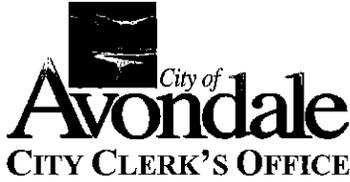
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
*Police Chief*  
\_\_\_\_\_  
TITLE

*12/20/12*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN-22-2013  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC-27-2012**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SAMPLING PRIVILEGES (SERIES 10S)

**ROUTING:**

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

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**APPLICANT'S NAME:**            **RANDY NATIONS**

**BUSINESS NAME:**            **SPROUTS FARMERS MARKET #13**

**ADDRESS:**                    **1813 N. DYSART RD.**

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

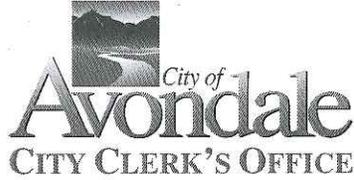
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

Valorie Russell  
SIGNATURE  
Fire Inspector  
TITLE

12/20/12  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN-22-2013  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC-27-2012**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SAMPLING PRIVILEGES (SERIES 10S)

**ROUTING:**

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

---

**APPLICANT'S NAME:**            **RANDY NATIONS**

**BUSINESS NAME:**            **SPROUTS FARMERS MARKET #13**

**ADDRESS:**                    **1813 N. DYSART RD.**

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

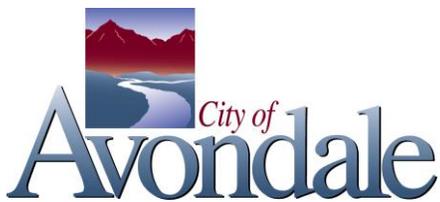
**DEPARTMENTAL COMMENTS:**

APPROVED  
 DENIED

*Connie Fortum*  
\_\_\_\_\_  
SIGNATURE  
*Zoning Specialist*  
\_\_\_\_\_  
TITLE

*12/27/12*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN-22-2013**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC-27-2012**



## DEVELOPMENT SERVICES

### MEMORANDUM

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**DATE:** December 27, 2012

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist (623) 333-4022

**SUBJECT:** Beer and Wine Sampling Privileges  
Sprouts Farmers Market #13  
1813 N Dysart Rd

The site is located north of the northeast corner of Dysart Road and McDowell Road within the Alameda Crossing shopping center. The building is existing.

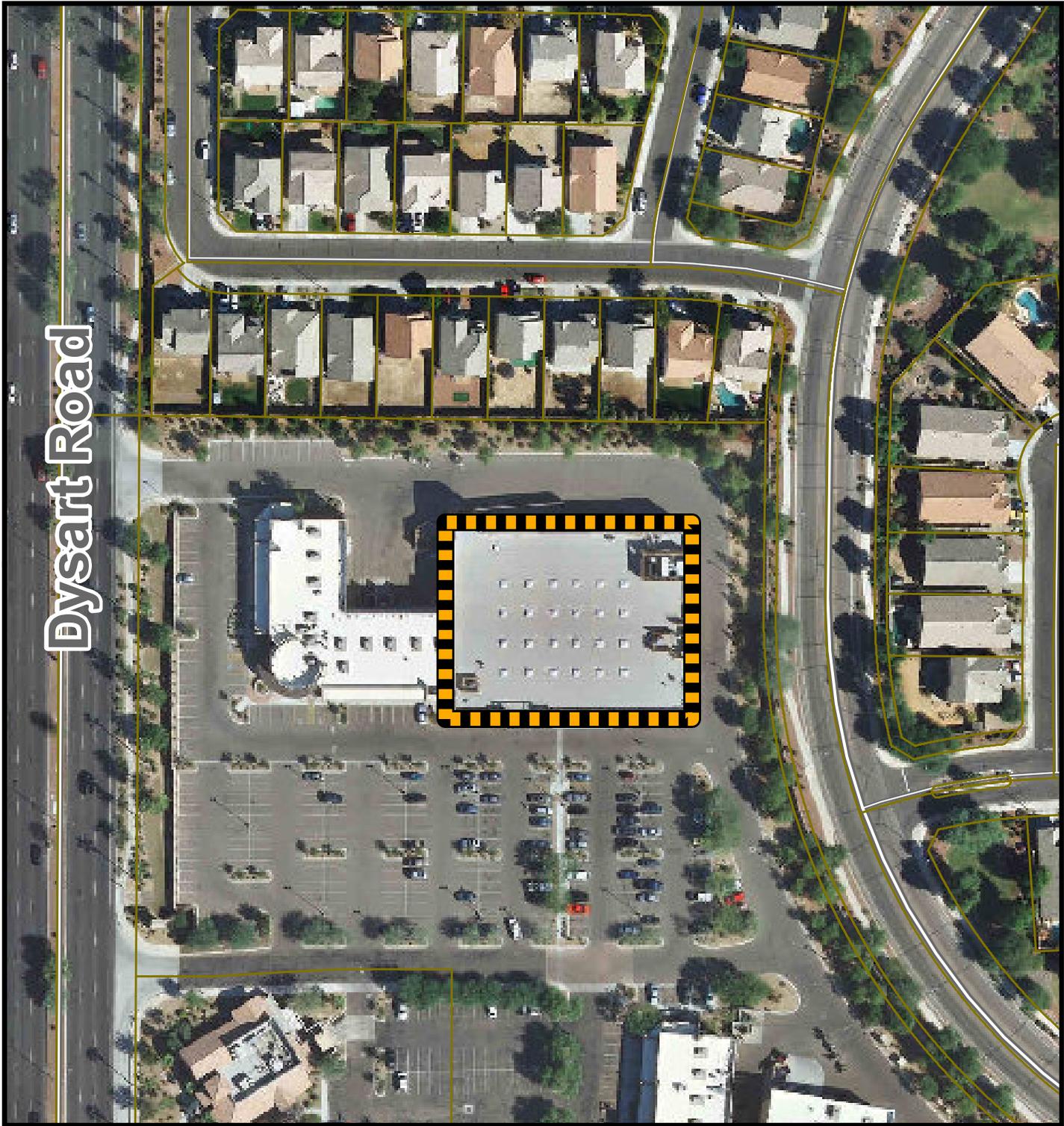
A Series 10 Liquor License was initially approved in May of 2006. An Interim Permit and a new Series 10 Liquor License, which was required due to a change in ownership, was approved in October of 2012. The applicant is currently applying for the privilege to have beer and wine samplings.

Having met the State statute requiring a minimum separation of 300 feet from schools, school recreational areas, and churches back in 2006 and with no disruption between licenses, the current application is exempt from having to meet this requirement now.

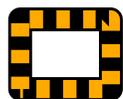
The General Plan designates the property as Local Commercial. The subject property is located within the Palm Valley Planned Area Development (PAD), which allows Community Commercial (C-2) uses. A grocery store is a permitted use in the C-2 Zoning District.

Staff recommends approval of this request.

Attachment: 2012 Aerial Photo  
Zoning Vicinity Map

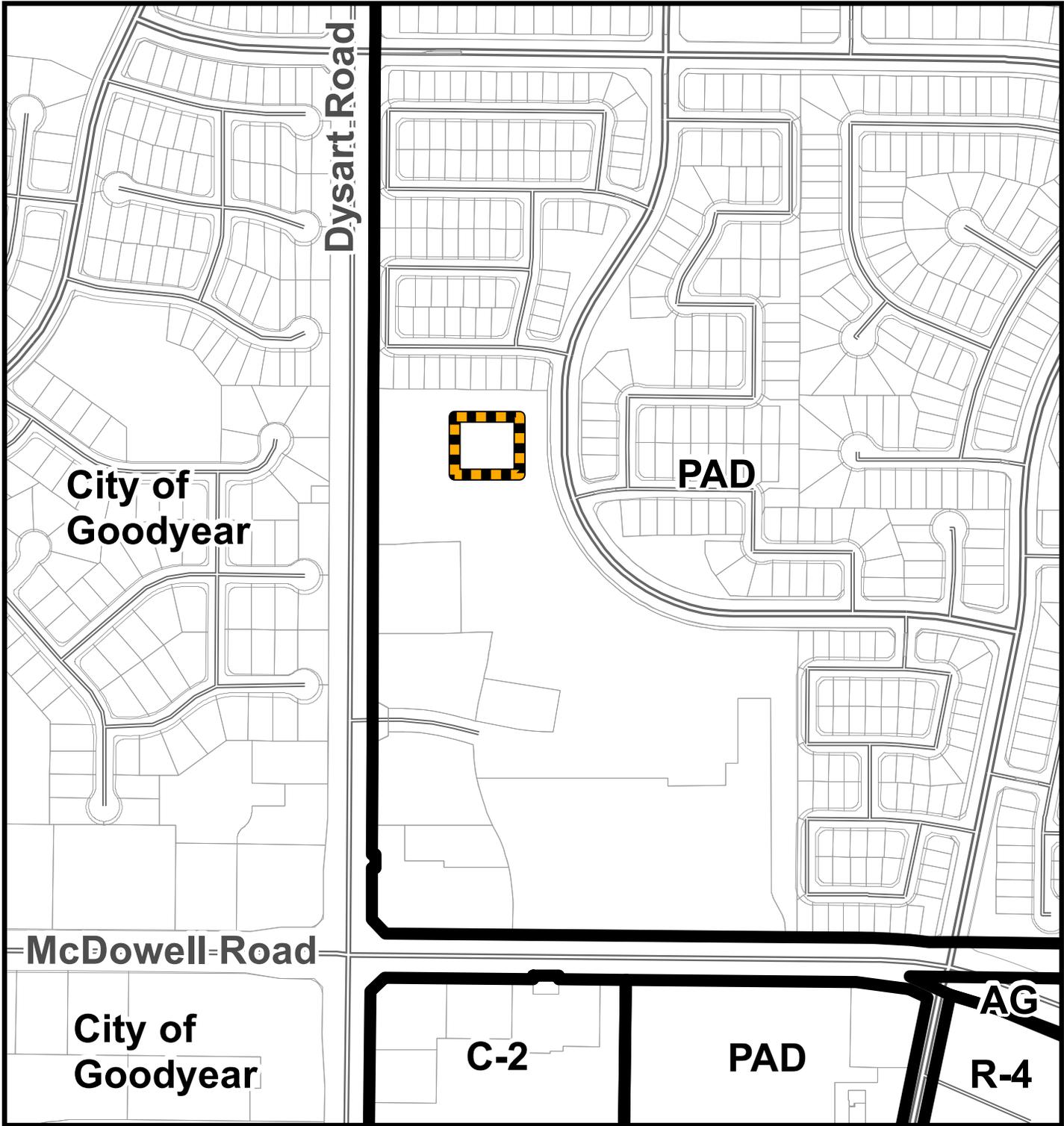


## 2012 Aerial Photograph



Sprouts Farmers Market #13



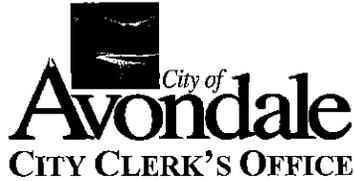


## Zoning Vicinity Map



Sprouts Farmers Market #13





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SAMPLING PRIVILEGES (SERIES 10S)

**ROUTING:**

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

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**APPLICANT'S NAME:**            **RANDY NATIONS**

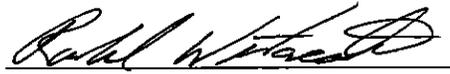
**BUSINESS NAME:**            **SPROUTS FARMERS MARKET #13**

**ADDRESS:**                    **1813 N. DYSART RD.**

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

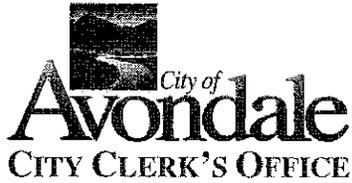
**DEPARTMENTAL COMMENTS:**

- APPROVED  
 DENIED

  
SIGNATURE  
Building Official  
TITLE

12/27/12  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN-22-2013**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC-27-2012**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SAMPLING PRIVILEGES (SERIES 10S)

**ROUTING:**

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

---

**APPLICANT'S NAME:**            **RANDY NATIONS**

**BUSINESS NAME:**            **SPROUTS FARMERS MARKET #13**

**ADDRESS:**                    **1813 N. DYSART RD.**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

Joren Riniro  
SIGNATURE  
Revenue Collector  
TITLE

12/19/12  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN-22-2013  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC-27-2012**

# SPROUTS<sup>®</sup>

## FARMERS MARKET

SPROUTS  
**EVERYTHING**  
YOU NEED  
for a fresh and frugal holiday.

12.27.2012 10:49

# NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES  
DATE POSTED: DECEMBER 27, 2012

A HEARING ON A LIQUOR LICENSE APPLICATION  
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE  
DATE: TUESDAY, JANUARY 22, 2013  
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,  
TO VERIFY CALL: 623-333-1200)

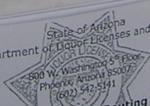
## **\*\*SERIES 10S: BEER AND WINE STORE WITH SAMPLING PRIVILEGES\*\***

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

**Sprouts Farmers Market #13**  
**1813 N. Dysart Road**  
**Avondale, AZ. 85323**

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789  
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

State of Arizona  
Department of Liquor Licenses and Control



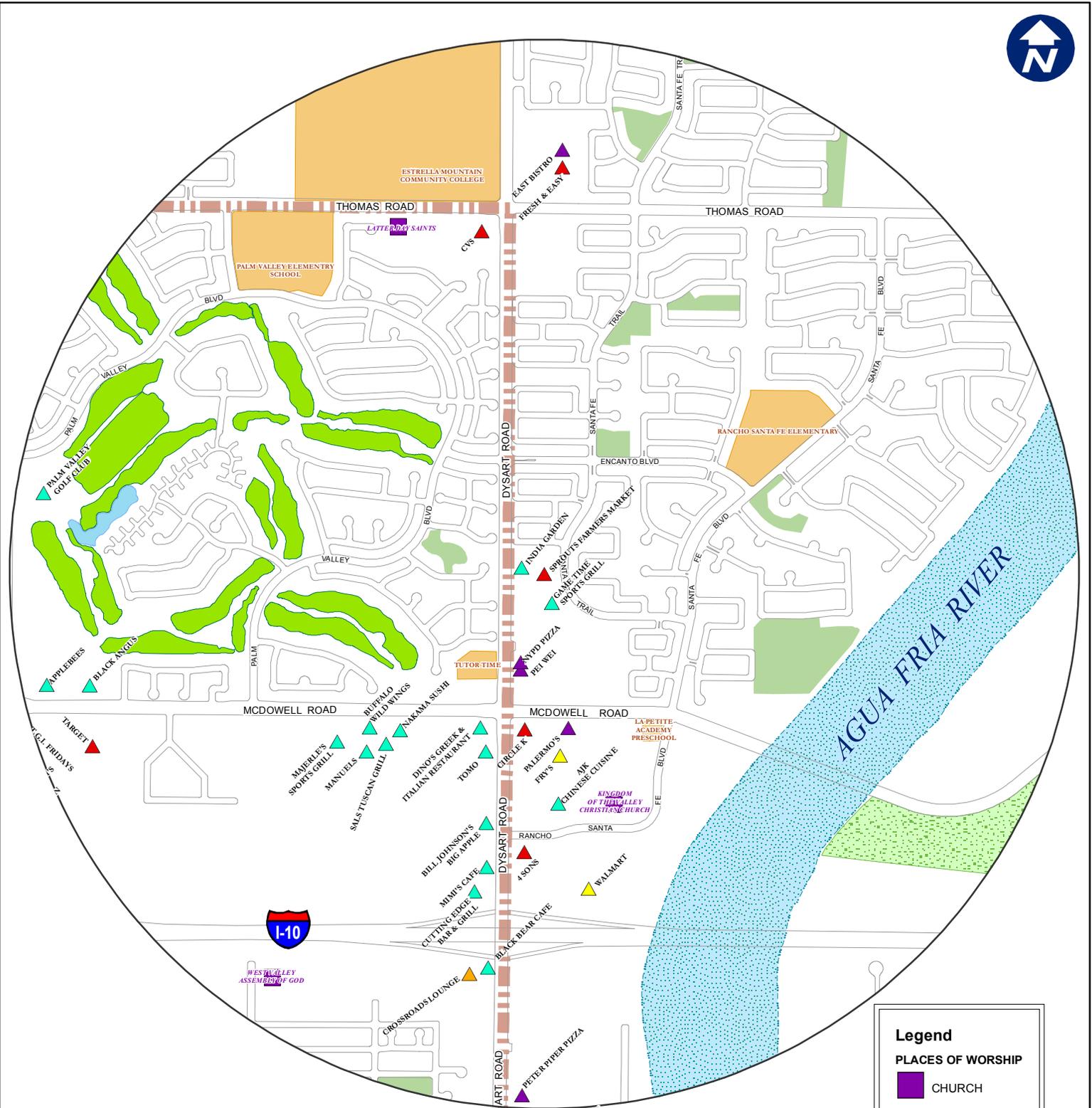
State/Local Government Routing Sheet  
Add Sampling Privileges To Active  
Liquor Store (series 9) or Beer and Wine Store (series 10) License

Liquor Store (series 9)  
 Beer and Wine Store (series 10)

The attached form for sampling must be processed within 105 days from this date: 3-21-13  
Date Application Received at DLLC: 12-18-12 105-days from receipt  
Date of 60-days from receipt: 2-04-13

If local governing body has questions regarding the attached sampling form, please call:  
Name: ALICIA ESPARZA Title: City Clerk  
Address: 11465 West Civic Center Drive  
City: Avondale State: AZ Zip: 85323  
Phone: 623-333-1200 Fax: 623-333-1200  
Email: alicia.eparza@avondaleaz.gov  
DLLC Contact email: licensing@azliquor.gov

12.27.2012 10:47



**Legend**

**PLACES OF WORSHIP**

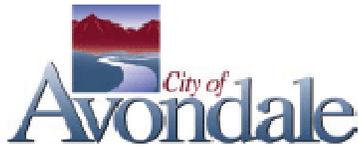
CHURCH

**Liquor License**

- 15
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10S
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

**Sprouts Farmer's Market #13**  
**1813 N Dysart Rd**  
**1 Mile Buffer**





# CITY COUNCIL REPORT

**SUBJECT:**

Contingency Fund Transfer for Electronic Patient Charting Equipment

**MEETING DATE:**

January 22, 2013

**TO:** Mayor and Council

**FROM:** Paul Adams, Fire Chief; Rob Lloyd, CIO/IT Director

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests that Council approve the transfer of contingency appropriation to line item 101-6330-00-8012 to provide funding for ruggedized tablet computers for Fire Department Apparatus to support electronic patient charting.

**BACKGROUND:**

In May 2012, the City went live with a system for electronic patient charting. This allows medical incident information to be taken and transferred more accurately to hospitals, improving patient care, as well as reimbursement. The approach is a shared system used by multiple local governments and supported at the State level. The standard tablet computers used to date have proven to be insufficiently rugged for active use in the field in medical situations. Because the units are funded at the standard laptop rate, a use of contingency funds is required to make up the difference between the cost of laptops and the higher cost of rugged field computers.

**DISCUSSION:**

Laptops assigned to Fire Department apparatus show a very high repair rate, with at least a third of units being in repair at all times. This compromises use by Fire staff and has caused some scenarios where units have been unavailable when needed. Because of the demonstrated history, the Fire Department and Information Technology Department have jointly looked at alternative equipment. In researching with other communities, peer agencies report only rugged tablet computers have held up to use. Total cost for this direction would be approximately \$40,400. The Information Technology Department has identified \$20,400 in the Equipment Replacement Fund that can be assigned to meet the Fire Department's needs. Use of contingency funds would meet the remainder of the cost of replacements.

**BUDGETARY IMPACT:**

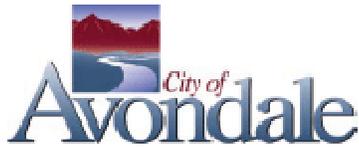
Contingency exists to cover the additional \$20,000.00 cost of rugged tablet PCs for electronic patient charting. The Fire Department would then account for higher Equipment Replacement Fund contributions starting in its Fiscal Year 2014 budget.

**RECOMMENDATION:**

Staff recommends that the Mayor and Council approve the transfer of contingency appropriation in the amount of \$20,000.00 to line item 101-6330-00-8012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

[Click to download](#)



# DEVELOPMENT SERVICES

**SUBJECT:**  
Replat of Desert Springs Village Subdivision (PL-12-0242)

**MEETING DATE:**  
January 22, 2013

**TO:** Mayor and Council  
**FROM:** Tracy Stevens, Planning Manager (623) 333-4012  
**THROUGH:** Charlie McClendon, City Manager (623) 333-1015

---

**REQUEST:** Approval of a Replat of the Desert Springs Village Subdivision to revise lot and tract lines to accommodate the future construction of a drainage channel and recreational corridor adjacent to Van Buren Street in accordance with the Development Agreement between the City, Lennar Arizona Inc., and the Desert Springs Homeowners Association approved in October 2012. City Council will take appropriate action.

**PARCEL SIZE:** Area Subject to Replat: Approximately 19.3 acres

**LOCATION:** Northwest Corner of Van Buren Street and 119<sup>th</sup> Avenue (Exhibits A and B)

**APPLICANT:** Mr. Ryan Weed, Coe & Van Loo Consultants, Inc. (602) 264-6831

**OWNER:** Mr. Erik Molina, Lennar Arizona Inc. (480) 777-4625

**BACKGROUND:**

Desert Springs Village is a 30.36 acre, 172 lot single-family residential subdivision located at the northwest corner of 119<sup>th</sup> Avenue and Van Buren Street. The subdivision is partially developed, as 66 of the 172 lots contain single-family residences constructed by several homebuilders between 2005 and 2009. Lennar Arizona Inc. ("Lennar"), a homebuilder, has acquired the remaining 108 vacant lots in the the subdivision and plans to complete the community by developing the remaining lots with single-family homes similar in design to the existing homes in the subdivision. A Development Agreement between the City, Lennar, and the Desert Springs Village Homeowners Association was approved by the City Council on October 15, 2012. The agreement allows the City to acquire property adjacent to Van Buren Street that will be used to accommodate the construction of a drainage conveyance channel adjacent to Van Buren Street. The existing configuration of the Desert Springs Village Subdivision, as originally platted, would prevent construction of the channel, as 12 lots and portions of 2 landscape tracts are located within the channels planned path. In accordance with the approved Development Agreement, this replat delineates the future path of the conveyance channel in order to facilitate the sale of the acquisition parcels from Lennar to the City.

**SUMMARY OF REQUEST:**

1. This is a request for Final Plat (Replat) approval related to the partially completed Desert Springs Village Subdivision. The proposed replat covers only those portions of Desert Springs Village under Lennar ownership. The 66 lots that have been developed and sold to private owners are excepted by this proposed replat and will be unaffected.
2. The proposed replat (Exhibit C) combines the 12 lots the City has agreed to acquire from Lennar into a new tract, "Tract O", to facilitate the sale of that real property. Closing of that sale is anticipated to occur in February 2013.
3. The proposed replat divides two existing tracts, "Tract A" and "Tract L", into a total of four new

tracts, "Tract A1", "Tract A2", "Tract L1", and "Tract L2". Proposed Tracts A2 and L2 are located in the future drainage conveyance channel right-of-way. Through this plat, the Desert Springs Homeowners Association will dedicate Tracts A2 and L2 to the City at no cost, as required by the approved Development Agreement.

4. Maintenance of Tracts O, A2, and L2 will be the responsibility of the City of Avondale, both in the current interim condition and upon completion of the drainage conveyance channel.
5. The proposed replat dedicates a drainage easement that will allow the subdivision to continue using the future drainage conveyance channel for private drainage purposes. The replat also abandons vehicular non-access easements (VNAE) and common use easements in Tract O that are no longer necessary as that tract will no longer be developed with 12 homes as was originally planned.
6. Lastly, the proposed replat includes minor adjustments to several lot lines in order to allow required setbacks to be met when Lennar constructs homes on those lots.

#### **PARTICIPATION:**

Public notification is not required for Final Plat applications.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission does not review Final Plat applications.

#### **ANALYSIS:**

Approval of the document will expedite the execution of the Development Agreement between the City, Lennar, and the Desert Springs Village Homeowners Association and facilitate both the City's acquisition of the property needed for the Van Buren drainage conveyance channel and Lennar's completion of the residential community. The proposed replat has been reviewed by the City's Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

#### **FINDINGS:**

The proposed request complies with all applicable City documents, including but not limited to the Avondale Subdivision Regulations, Desert Springs Village Development Agreement, General Plan 2030, and the General Engineering Requirements Manual.

#### **RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** application PL-12-0242 as part of the January 22, 2012 consent agenda.

#### **PROPOSED MOTION:**

I move that the City Council **APPROVE** application PL-12-0242, a request for approval of a replat of the Desert Springs Village Subdivision.

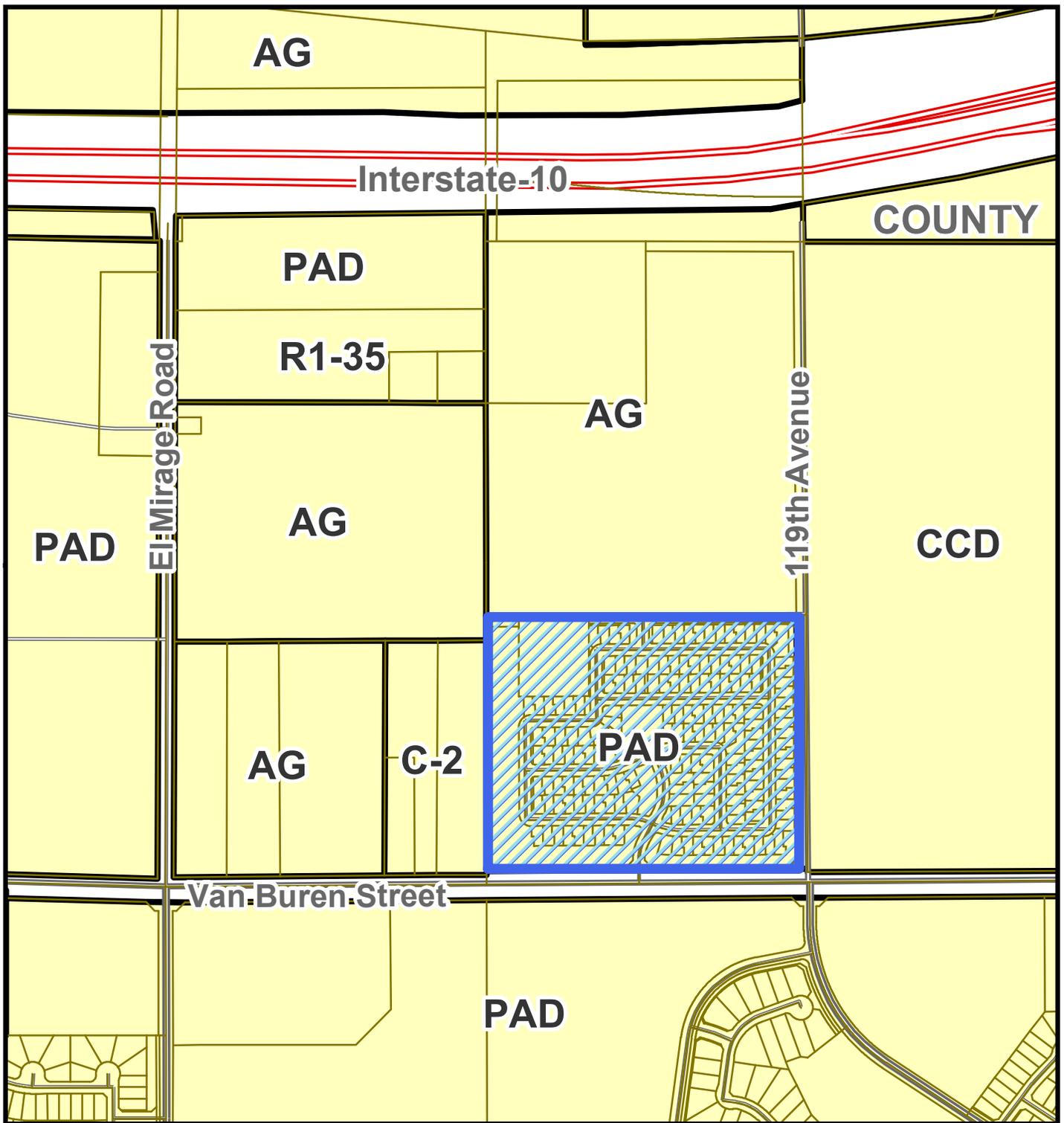
#### **ATTACHMENTS:**

Click to download

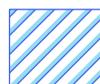
- [Exhibit A - Zoning Vicinity Map](#)
- [Exhibit B - Aerial Photograph](#)
- [Exhibit C - Proposed Desert Springs Village Subdivision Replat](#)

#### **PROJECT MANAGER:**

Ken Galica, Planner II (623) 333-4019



**Zoning Vicinity Map  
Application PL-12-0242**



**Subject Property**





**Aerial Photograph  
Application PL-12-0242**



**Subject Property**



**DEDICATION**

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS: THAT LENNAR ARIZONA INC., AN ARIZONA CORPORATION, AND DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "A PORTION OF DESERT SPRINGS VILLAGE", LOTS 51-77, 86-109, 112-125, 130-142, 144-156, 158-174 AND TRACTS A, C, D, E, F, G, L, N, AND P OF DESERT SPRINGS VILLAGE AS RECORDED IN BOOK 736, PAGE 20, RECORDS OF MARICOPA COUNTY, A PLANNED RESIDENTIAL DEVELOPMENT BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1 TOWNSHIP 1 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF PART OF DESERT SPRINGS VILLAGE, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, STREET AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT. EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN HEREON.

VEHICULAR NON-ACCESS EASEMENTS AND COMMON USE EASEMENTS WITHIN FORMER LOTS 97-108 (TRACT "O" ON THIS PLAT) ARE HEREBY ABANDONED.

TRACTS A1, C, D, E, F, G, L1, N, AND P ARE HEREBY DECLARED AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE LOT OWNERS AS MORE FULLY SET FORTH IN THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR DESERT SPRINGS VILLAGE, AS RECORDED IN 2008-1162272 OF OFFICIAL RECORDS, AS AMENDED AND RESTATED FROM TIME TO TIME. THE DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION WILL OWN AND MAINTAIN TRACTS A1, C, D, E, F, G, L1, N, AND P.

ACCESS, DRAINAGE AND RETENTION EASEMENTS ARE HEREBY DEDICATED TO THE LOT OWNERS WITHIN THIS PLAT AND TO THE LOT OWNERS WITHIN THE PLAT KNOWN AS DESERT SPRINGS VILLAGE IN TRACTS A1, A2, L1, L2 AND O. AN ACCESS, DRAINAGE AND RETENTION EASEMENT IS HEREBY DEDICATED TO THE DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION IN TRACT O. DWELLING UNITS SHALL NOT BE CONSTRUCTED ON ANY OF THE TRACTS.

TRACT A2 AND TRACT L2 ARE HEREBY DEDICATED IN FEE TO THE CITY OF AVONDALE FOR FUTURE DRAINAGE FACILITIES. TRACTS A2, L2 AND O SHALL BE MAINTAINED BY THE CITY.

IN WITNESS WHEREOF:

LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, AND DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS OWNERS, HAVE HEREUNTO CAUSED THEIR NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THEIR RESPECTIVE UNDERSIGNED OFFICERS THERETO DULY AUTHORIZED. DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH HEREIN.

THIS 28<sup>th</sup> DAY OF December, 2012.

LENNAR ARIZONA, INC., AN ARIZONA CORPORATION

BY: [Signature]  
VICA PRESIDENT

THIS 28<sup>th</sup> DAY OF December, 2012.

DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: [Signature] ITS PRESIDENT

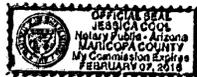
**ACKNOWLEDGMENT**

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

ON THIS 28<sup>th</sup> DAY OF December, 2012, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED [Signature] WHO ACKNOWLEDGE BY SELF TO REPRESENT LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, AND THAT HE, AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THERE IN CONTAINED.

IN WITNESS WHEREOF: I HEREUUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES February 7, 2016



**ACKNOWLEDGMENT**

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

ON THIS 28<sup>th</sup> DAY OF December, 2012, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED [Signature] WHO ACKNOWLEDGE BY SELF TO REPRESENT DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND THAT HE, AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THERE IN CONTAINED.

IN WITNESS WHEREOF: I HEREUUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES February 7, 2016



**LEGAL DESCRIPTION**

LOTS 51 THROUGH 77, INCLUSIVE, LOTS 86 THROUGH 109, INCLUSIVE, LOTS 112 THROUGH 125, INCLUSIVE, LOTS 130 THROUGH 142, INCLUSIVE, LOTS 144 THROUGH 158, INCLUSIVE, AND LOTS 158 THROUGH 174, INCLUSIVE AND TRACTS A, C, D, E, F, G, L, N AND P OF DESERT SPRINGS VILLAGE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 736 OF MAPS, PAGE 20.

**LEGEND**

- ▲--- INDICATES SECTION CORNER -- FOUND BRASS CAP IN HANDHOLE (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION -- SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120-1, TYPE "B" (UNLESS OTHERWISE NOTED).
- <sup>PK</sup> INDICATES CORNER OF THIS SUBDIVISION -- SET PK NAIL WITH TAG, RLS #22782
- INDICATES CORNER OF THIS SUBDIVISION -- SET SURVEY MARKER PER M.A.G. STD DET. 120-1, TYPE "C" (UNLESS OTHERWISE NOTED).
- INDICATES EXISTING BRASS CAP (UNLESS OTHERWISE NOTED).
- ① SIGHT VISIBILITY TRIANGLE (SEE DETAIL SHEET 6)
- ② COMMON USE EASEMENT (SEE DETAIL SHEET 6)

**NOTES**

1. ALL LANDSCAPING WITHIN THE ADJACENT RIGHT-OF-WAY IS TO BE MAINTAINED BY THE DESERT SPRINGS VILLAGE HOMEOWNERS ASSOCIATION.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS, NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. FIVE (5) FOOT WIDE COMMON USE EASEMENTS ARE HEREBY CREATED FOR THE BENEFIT OF ADJOINING LOT OWNERS WHERE SHOWN.

- S.F. --INDICATES SQUARE FEET
- AC. --INDICATES ACRES
- C1 --INDICATES CURVE NUMBER
- V.N.A.E. --INDICATES VEHICULAR NON-ACCESS EASEMENT
- P.U.E. --INDICATES PUBLIC UTILITY EASEMENT
- C.S. --INDICATES CORNER OF SUBDIVISION
- ESMT --INDICATES EASEMENT
- P/L --INDICATES PROPERTY LINE
- R/W --INDICATES RIGHT-OF-WAY
- MCR --MARICOPA COUNTY RECORDER

**CERTIFICATION**

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

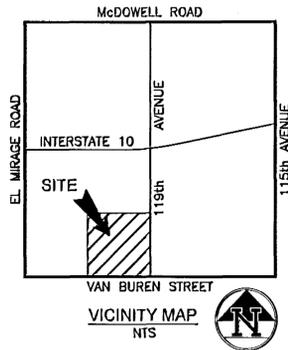
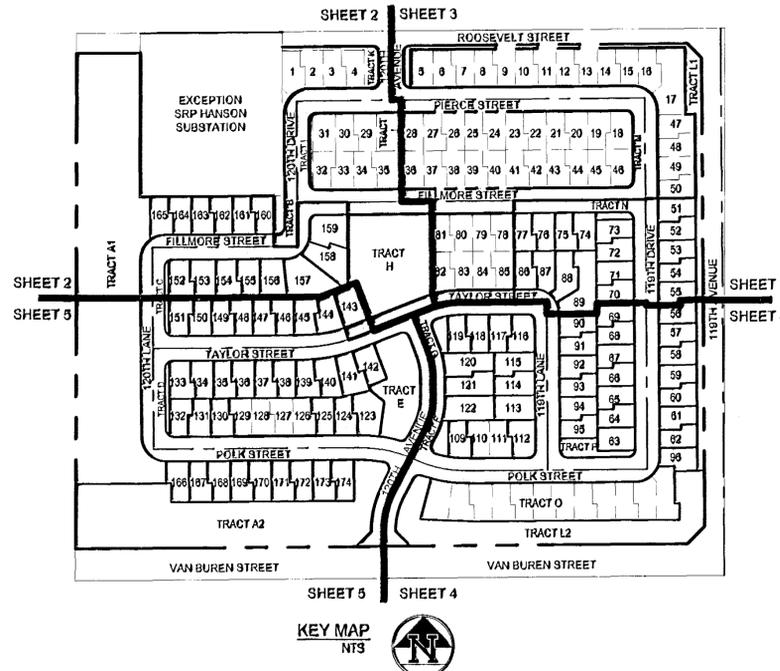
LARRY E. SULLIVAN  
REGISTERED LAND SURVEYOR NO. 22782  
COE & VAN LOO CONSULTANTS, INC.  
4550 N. 12TH STREET  
PHOENIX, ARIZONA 85014



## RE-PLAT OF A PORTION OF DESERT SPRINGS VILLAGE

AS RECORDED IN BOOK 736, PAGE 20, MCR  
LOTS 51-77, 86-109, 112-125, 130-142, 144-156, 158-174 &  
TRACTS A, C, D, E, F, G, L, N, & P

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE  
GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA



**OWNER**

LENNAR ARIZONA INC.  
1725 W. GREENTREE DR.  
SUITE 114  
TEMPE, AZ 85284  
PHONE: 480-777-4814  
CONTACT: JEFF GUNDERSON

**LAND USE DATA**

1. EXISTING ZONING: PAD Z-99-388
2. TOTAL NUMBER OF LOTS: 98
3. GROSS AREA: 19,282 AC
4. GROSS DENSITY 174/31.45= 4.97 DU/AC
5. NET ACREAGE: 19,282 ACRES
6. NET DENSITY: 174/27.73= 4.97 DU/AC
7. UTILITY SERVICES:
  - WATER: CITY OF AVONDALE
  - SEWER: CITY OF AVONDALE
  - ELECTRICITY: ARIZONA PUBLIC SERVICE
  - TELEPHONE: QWEST COMMUNICATIONS
  - GAS: SOUTHWEST GAS
  - CABLE: COX COMMUNICATIONS
  - POLICE: CITY OF AVONDALE

OPEN SPACE AREAS			
TRACT	SQ. FOOTAGE	ACREAGE	LAND USAGE
TRACT-A1	119,010 S.F.	2.732 AC	LANDSCAPE, RETENTION, DRAINAGE, PUE, SRP ACCESS
TRACT-A2	68,117 S.F.	1.564 AC	LANDSCAPE, RETENTION, DRAINAGE, PUE, SRP ACCESS
TRACT-C	1,144 S.F.	0.026 AC	LANDSCAPE, PUE
TRACT-D	1,144 S.F.	0.026 AC	LANDSCAPE, PUE
TRACT-E	13,809 S.F.	0.363 AC	LANDSCAPE, PUE
TRACT-F	1,889 S.F.	0.043 AC	LANDSCAPE, PUE
TRACT-G	1,831 S.F.	0.042 AC	LANDSCAPE, PUE
TRACT-L1	20,187 S.F.	0.463 AC	LANDSCAPE, PUE, DRAINAGE
TRACT-L2	40,043 S.F.	0.919 AC	LANDSCAPE, PUE, DRAINAGE
TRACT-N	1,107 S.F.	0.025 AC	LANDSCAPE, PUE
TRACT-O	41,176 S.F.	0.945 AC	LANDSCAPE, PUE, DRAINAGE
TRACT-P	3,907 S.F.	0.090 AC	LANDSCAPE, PUE
TOTAL:	315,344 S.F.	7.239 AC	

**APPROVALS AND ACCEPTANCE OF DEDICATION**

RE-PLAT APPROVED AND DEDICATED TRACTS AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST, CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**PLAN PREPARATION BLOCK**

CASE # PL-12-00242

SUBMITTAL # \_\_\_\_\_ PREPARATION DATE: \_\_\_\_\_

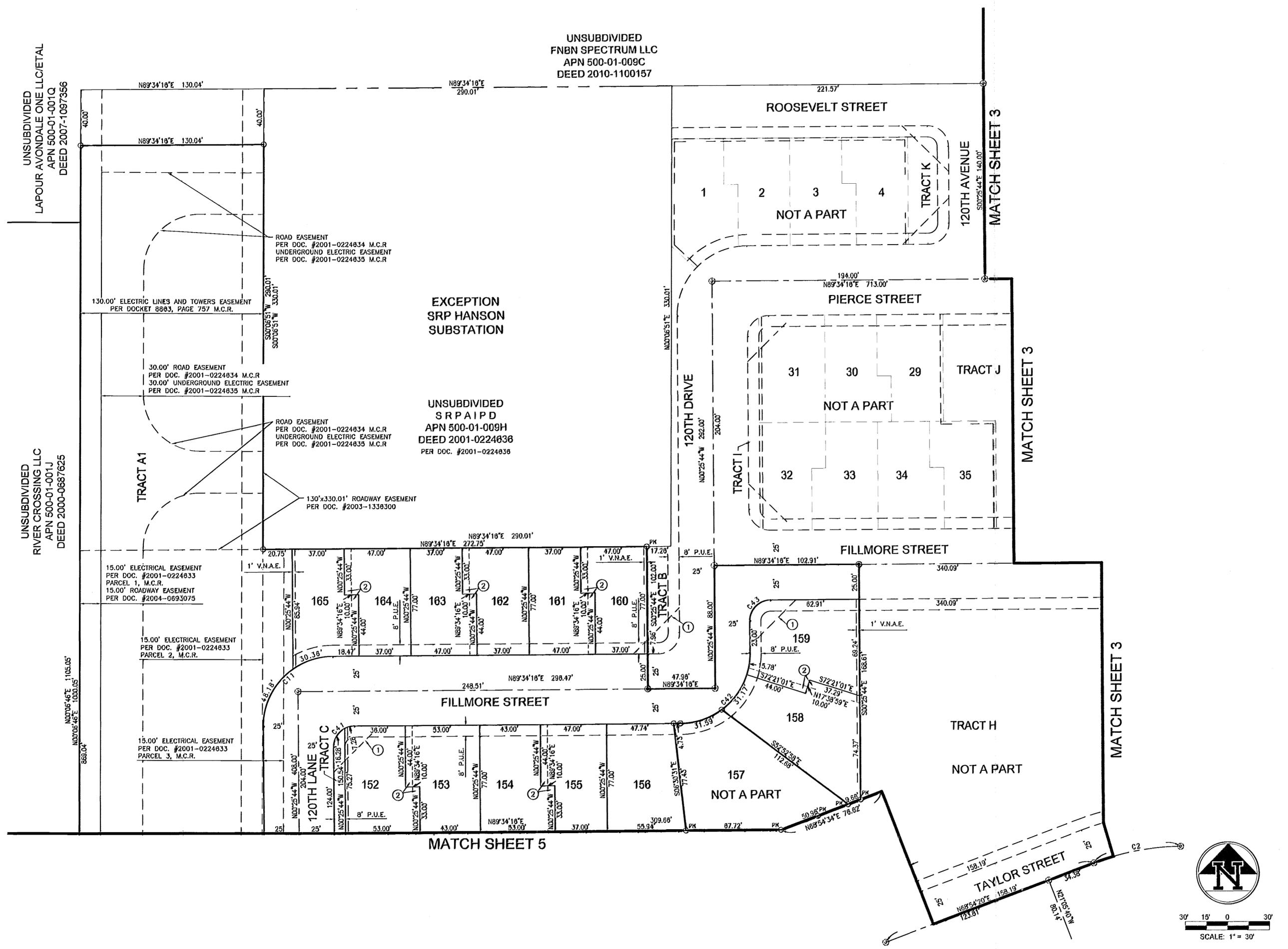
SUBMITTAL # \_\_\_\_\_ PREPARATION DATE: \_\_\_\_\_

SUBMITTAL # \_\_\_\_\_ PREPARATION DATE: \_\_\_\_\_

DATE \_\_\_\_\_  
REVISION \_\_\_\_\_  
NO. \_\_\_\_\_  
**Coe & Van Loo Consultants, Inc.**

RE-PLAT  
A PORTION OF  
DESERT SPRINGS VILLAGE

N:\01020501\Cadd\DS-FPLAT\_02-06.dwg Erinalf Dec 26, 2012 - 11:28am



UNSUBDIVIDED  
FNBN SPECTRUM LLC  
APN 500-01-009C  
DEED 2010-1100157

UNSUBDIVIDED  
LAPOUR AVONDALE ONE LLC/ETAL  
APN 500-01-001Q  
DEED 2007-1097356

UNSUBDIVIDED  
RIVER CROSSING LLC  
APN 500-01-001J  
DEED 2000-0687625

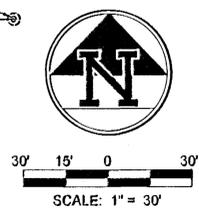
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PER DOC. #2001-0224638



NO.	REVISION	DATE

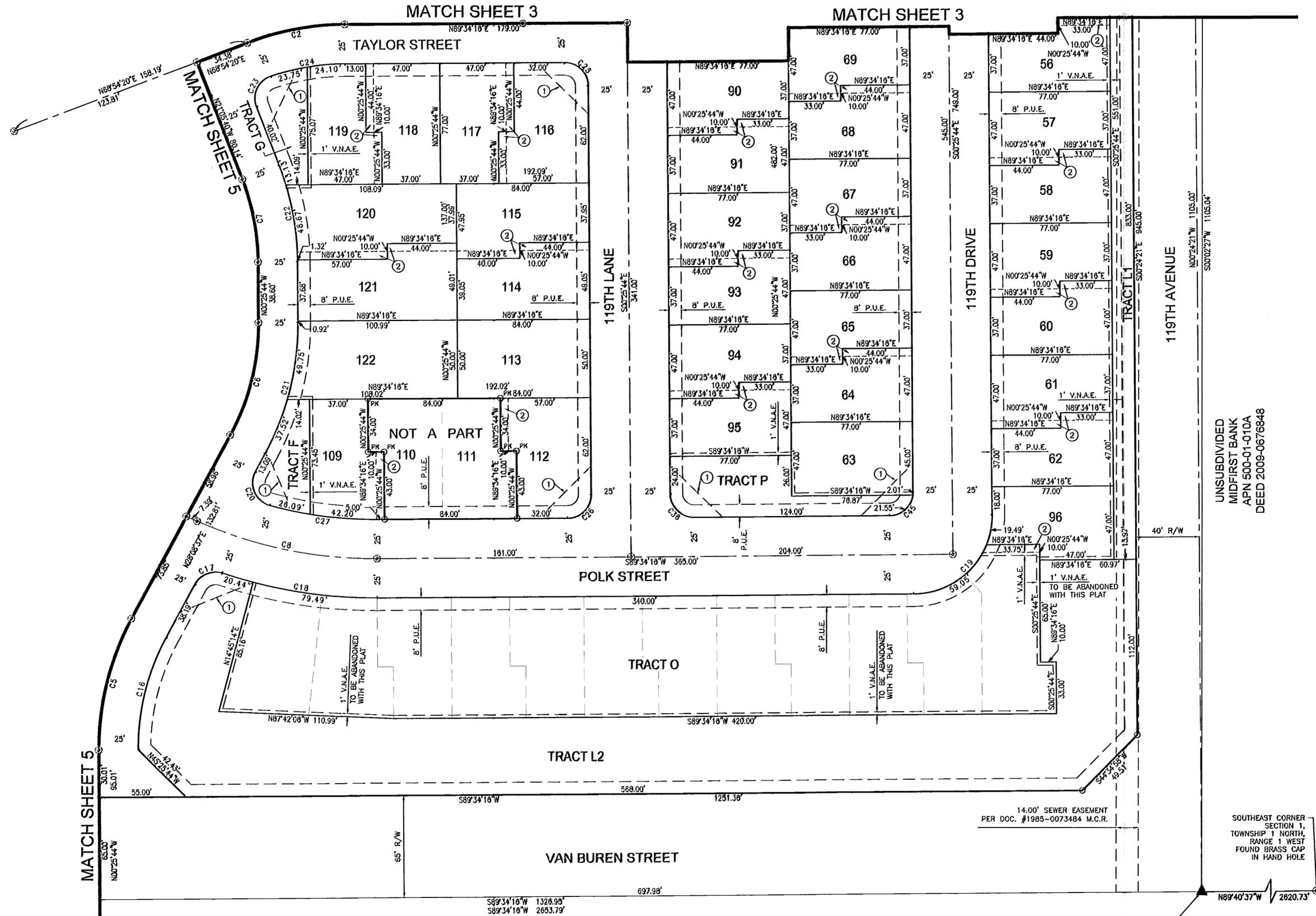
RE-PLAT  
A PORTION OF  
DESERT SPRINGS VILLAGE

SHEET  
2 OF 6  
CVL Contact: RYAN WEED  
CVL Project#: 01-0230501  
SHEET NAME:





N:\012050501\Cadd\DS\FPLAT\_02-06.dwg (Breadth) Dec 26, 2012 - 11:26am



MATCH SHEET 5

MATCH SHEET 5

MATCH SHEET 3

MATCH SHEET 3

VAN BUREN STREET

POLK STREET

TAYLOR STREET

119TH LANE

119TH DRIVE

119TH AVENUE

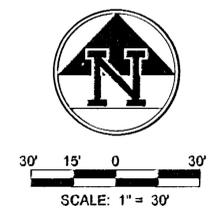
S89°34'18"W 1328.95'  
S89°34'18"W 2653.79'

14.00' SEWER EASEMENT  
PER DOC. #1985-0073484 M.C.R.

SOUTHEAST CORNER  
SECTION 1,  
TOWNSHIP 1 NORTH,  
RANGE 1 WEST  
FOUND BRASS CAP  
IN HAND HOLE

SOUTH 1/4 CORNER SECTION 1,  
TOWNSHIP 1 NORTH,  
RANGE 1 WEST  
NOT FOUND, CALCULATED POSITION

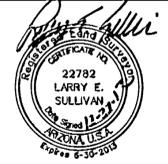
UNSUBDIVIDED  
MIDFIRST BANK  
APN 500-01-010A  
DEED 2009-0676848



NO.	REVISION	DATE

**CVL**  
 4550 North 12th Street  
 Phoenix, Arizona 85014  
 Telephone 602-264-6831  
 http://www.cvlci.com

RE-PLAT  
 A PORTION OF  
 DESERT SPRINGS VILLAGE



SHEET  
 4 OF 6  
 CVL Contact: RYAN WEED  
 CVL Project #: 01-0230501  
 SHEET NAME:

NU102503511-CaddUS: FPLAT 02-06.dwg: BradM Dec 28, 2012 - 11:26am

UNSUBDIVIDED  
RIVER CROSSING LLC  
APN 500-01-001J  
DEED 2000-0687625

SOUTHWEST CORNER  
SECTION 1,  
TOWNSHIP 1 NORTH,  
RANGE 1 WEST  
FOUND BRASS CAP  
IN HAND HOLE

1328.84'

N00706°46'E 1105.05'  
N00706°45'E 1000.05'  
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15.00' ELECTRICAL EASEMENT  
PER DOC. #2001-0224833  
PARCEL 2, M.C.R.

15.00' ELECTRICAL EASEMENT  
PER DOC. #2001-0224833  
PARCEL 2, M.C.R.

30.00' ROAD EASEMENT  
PER DOC. #2001-0224834 M.C.R.  
30.00' UNDERGROUND ELECTRIC EASEMENT  
PER DOC. #2001-0224835 M.C.R.

15.00' ELECTRICAL EASEMENT  
PER DOC. #2001-0224833  
PARCEL 1, M.C.R.  
15.00' ROADWAY EASEMENT  
PER DOC. #2004-0693075

130.00' ELECTRIC LINES AND TOWERS EASEMENT  
PER DOCKET 8883, PAGE 757 M.C.R.

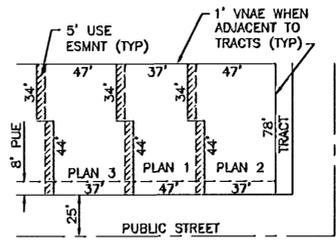
20.00' SEWER EASEMENT  
PER BOOK 738 OF MAPS, PAGE 20 M.C.R.

89°34'18"W 1328.95'  
89°34'18"W 2653.79'

89°34'18"W 1328.95'  
89°34'18"W 2653

LOT AREA TABLE		
LOT #	SQUARE FOOTAGE	ACREAGE
LOT 51	3,289 S.F.	0.076 AC
LOT 52	3,179 S.F.	0.073 AC
LOT 53	3,289 S.F.	0.076 AC
LOT 54	3,179 S.F.	0.073 AC
LOT 55	3,289 S.F.	0.076 AC
LOT 56	3,179 S.F.	0.073 AC
LOT 57	3,289 S.F.	0.076 AC
LOT 58	3,179 S.F.	0.073 AC
LOT 59	3,289 S.F.	0.076 AC
LOT 60	3,179 S.F.	0.073 AC
LOT 61	3,289 S.F.	0.076 AC
LOT 62	3,179 S.F.	0.073 AC
LOT 63	3,619 S.F.	0.083 AC
LOT 64	3,289 S.F.	0.076 AC
LOT 65	3,179 S.F.	0.073 AC
LOT 66	3,289 S.F.	0.076 AC
LOT 67	3,179 S.F.	0.073 AC
LOT 68	3,289 S.F.	0.076 AC
LOT 69	3,179 S.F.	0.073 AC
LOT 70	3,289 S.F.	0.076 AC
LOT 71	3,179 S.F.	0.073 AC
LOT 72	3,289 S.F.	0.076 AC
LOT 73	3,179 S.F.	0.073 AC
LOT 74	3,289 S.F.	0.076 AC
LOT 75	3,179 S.F.	0.073 AC
LOT 76	3,289 S.F.	0.076 AC
LOT 77	3,179 S.F.	0.073 AC
LOT 78	3,289 S.F.	0.076 AC
LOT 79	3,179 S.F.	0.073 AC
LOT 80	3,289 S.F.	0.076 AC
LOT 81	3,179 S.F.	0.073 AC
LOT 82	3,289 S.F.	0.076 AC
LOT 83	3,179 S.F.	0.073 AC
LOT 84	3,289 S.F.	0.076 AC
LOT 85	3,179 S.F.	0.073 AC
LOT 86	3,289 S.F.	0.076 AC
LOT 87	3,179 S.F.	0.073 AC
LOT 88	4,099 S.F.	0.094 AC
LOT 89	6,810 S.F.	0.152 AC
LOT 90	3,289 S.F.	0.076 AC
LOT 91	3,179 S.F.	0.073 AC
LOT 92	3,289 S.F.	0.076 AC
LOT 93	3,179 S.F.	0.073 AC
LOT 94	3,289 S.F.	0.076 AC
LOT 95	3,179 S.F.	0.073 AC
LOT 96	3,342 S.F.	0.077 AC
LOT 109	3,229 S.F.	0.074 AC
LOT 112	3,911 S.F.	0.090 AC
LOT 113	4,200 S.F.	0.096 AC
LOT 114	3,720 S.F.	0.085 AC
LOT 115	3,588 S.F.	0.082 AC
LOT 116	3,901 S.F.	0.090 AC
LOT 117	3,289 S.F.	0.076 AC
LOT 118	3,289 S.F.	0.076 AC
LOT 119	3,183 S.F.	0.073 AC
LOT 120	4,523 S.F.	0.104 AC
LOT 121	4,379 S.F.	0.101 AC
LOT 122	5,164 S.F.	0.119 AC
LOT 123	4,685 S.F.	0.108 AC
LOT 124	3,381 S.F.	0.077 AC
LOT 125	3,179 S.F.	0.073 AC
LOT 130	3,289 S.F.	0.076 AC
LOT 131	3,289 S.F.	0.076 AC
LOT 132	3,175 S.F.	0.073 AC
LOT 133	3,837 S.F.	0.089 AC
LOT 134	3,289 S.F.	0.076 AC
LOT 135	3,179 S.F.	0.073 AC
LOT 136	3,289 S.F.	0.076 AC
LOT 137	3,179 S.F.	0.073 AC
LOT 138	3,289 S.F.	0.076 AC
LOT 139	3,384 S.F.	0.077 AC
LOT 140	3,698 S.F.	0.085 AC
LOT 141	3,882 S.F.	0.089 AC
LOT 142	3,382 S.F.	0.078 AC
LOT 144	3,484 S.F.	0.080 AC
LOT 145	3,815 S.F.	0.087 AC
LOT 146	3,179 S.F.	0.073 AC
LOT 147	3,289 S.F.	0.076 AC
LOT 148	3,179 S.F.	0.073 AC
LOT 149	3,289 S.F.	0.076 AC
LOT 150	3,289 S.F.	0.076 AC
LOT 151	3,406 S.F.	0.078 AC
LOT 152	3,837 S.F.	0.088 AC
LOT 153	3,751 S.F.	0.086 AC
LOT 154	3,841 S.F.	0.088 AC
LOT 155	3,289 S.F.	0.076 AC
LOT 156	3,992 S.F.	0.092 AC
LOT 158	5,211 S.F.	0.120 AC
LOT 159	4,768 S.F.	0.109 AC
LOT 160	3,179 S.F.	0.073 AC
LOT 161	3,289 S.F.	0.076 AC
LOT 162	3,179 S.F.	0.073 AC
LOT 163	3,289 S.F.	0.076 AC
LOT 164	3,179 S.F.	0.073 AC
LOT 165	3,371 S.F.	0.077 AC
LOT 169	3,474 S.F.	0.080 AC
LOT 167	3,414 S.F.	0.078 AC
LOT 168	3,474 S.F.	0.080 AC
LOT 169	3,414 S.F.	0.078 AC
LOT 170	3,474 S.F.	0.080 AC
LOT 171	3,414 S.F.	0.078 AC
LOT 172	3,474 S.F.	0.080 AC
LOT 173	3,414 S.F.	0.078 AC
LOT 174	3,474 S.F.	0.080 AC
TOTAL	334,804 S.F.	7.688 AC

CURVE TABLE						
NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	325.00	18.46	003° 15' 11"	9.23	18.45	N70° 31' 55.5"E
2	175.00	63.12	020° 39' 58"	31.91	62.78	N79° 14' 18.0"E
3	15.00	23.56	090° 00' 00"	15.00	21.21	N45° 25' 44.0"W
4	15.00	23.56	090° 00' 00"	15.00	21.21	N44° 34' 18.0"E
5	175.00	87.27	028° 34' 21"	44.56	86.37	N13° 51' 26.5"E
6	150.00	74.80	028° 34' 21"	38.20	74.03	N13° 51' 26.5"E
7	150.00	74.10	020° 39' 58"	27.35	53.81	N10° 45' 42.0"W
8	275.00	117.21	024° 25' 13"	59.51	116.32	N78° 13' 07.5"W
9	272.72	118.24	024° 25' 13"	59.01	115.36	N78° 13' 07.5"W
10	325.00	117.23	020° 39' 58"	59.25	116.59	N79° 14' 18.0"E
11	50.00	78.54	090° 00' 00"	50.00	70.71	S44° 34' 18.0"W
12	50.00	78.54	090° 00' 00"	50.00	70.71	S45° 25' 44.0"E
13	247.72	51.07	011° 48' 42"	25.82	50.98	S84° 31' 23.0"E
14	15.00	27.95	108° 49' 39"	20.18	24.08	S25° 14' 12.5"E
15	200.00	99.75	028° 34' 34"	50.94	98.72	S13° 51' 20.0"W
16	150.00	74.82	028° 34' 39"	38.20	74.04	N13° 51' 17.5"E
17	15.00	20.45	078° 08' 11"	12.17	18.90	N87° 11' 42.5"E
18	300.00	99.93	019° 05' 01"	50.43	99.46	S80° 53' 13.5"E
19	50.00	78.54	090° 00' 00"	50.00	70.71	N44° 34' 18.0"E
20	15.00	26.94	102° 54' 12"	18.82	23.46	N23° 18' 29.0"W
21	175.00	87.27	028° 34' 21"	44.56	86.37	N13° 51' 26.5"E
22	175.00	63.12	020° 39' 58"	31.91	62.78	N10° 45' 42.0"W
23	15.00	24.19	092° 23' 14"	15.64	21.65	N25° 05' 57.0"E
24	150.00	47.85	018° 18' 42"	24.13	47.65	N80° 25' 55.0"E
25	15.00	23.56	090° 00' 00"	15.00	21.21	S45° 25' 44.0"E
26	15.00	23.56	090° 00' 00"	15.00	21.21	S44° 34' 18.0"W
27	249.99	68.29	013° 39' 07"	34.36	68.08	N82° 36' 10.5"W
28	297.72	84.08	018° 10' 49"	42.32	83.80	N82° 20' 19.5"W
29	15.00	23.56	090° 00' 00"	15.00	21.21	N45° 25' 44.0"W
30	15.00	23.56	090° 00' 00"	15.00	21.21	N44° 34' 18.0"E
31	350.00	126.23	020° 39' 58"	63.81	125.56	N79° 14' 18.0"E
32	15.00	23.56	090° 00' 00"	15.00	21.21	S66° 05' 40.0"E
33	125.00	45.09	020° 39' 58"	22.79	44.84	S10° 45' 42.0"E
34	125.00	62.34	028° 34' 21"	31.83	61.69	S13° 51' 26.5"W
35	15.00	20.32	077° 38' 28"	12.08	18.80	S66° 56' 51.0"W
36	15.00	23.56	090° 00' 00"	15.00	21.21	N45° 25' 44.0"W
37	50.00	78.54	090° 00' 00"	50.00	70.71	N45° 25' 44.0"W
38	200.00	72.14	020° 39' 58"	38.48	71.75	S79° 14' 18.0"W
39	300.00	108.20	020° 39' 58"	54.70	107.62	S79° 14' 18.0"W
40	15.00	23.56	090° 00' 00"	15.00	21.21	N45° 25' 44.0"W
41	15.00	23.56	090° 00' 00"	15.00	21.21	N44° 34' 18.0"E
42	50.00	78.54	090° 00' 00"	50.00	70.71	N44° 34' 18.0"E
43	15.00	23.56	090° 00' 00"	15.00	21.21	N44° 34' 18.0"E
44	15.00	23.56	090° 00' 00"	15.00	21.21	S45° 25' 44.0"E
45	15.00	23.56	090° 00' 00"	15.00	21.21	S44° 34' 18.0"W

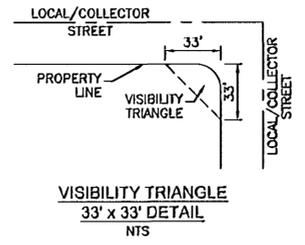
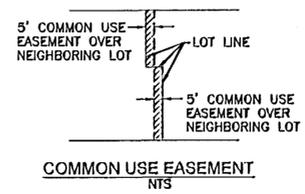


**SETBACKS:**

- MINIMUM FRONT SETBACK SHALL BE 10' TO LIVING AREAS AND 18' TO GARAGE DOOR.
- MINIMUM REAR SETBACKS SHALL BE 5' TO GARAGE AND 10' TO LIVING AREAS.
- MINIMUM INTERNAL SIDE YARD SETBACKS ARE 5' WITH A MINIMUM BUILDING SEPARATION OF 10'.
- 10' SIDEYARD SETBACK FROM STREETS ON CORNER LOTS ONLY. (LOTS 112 & 118)

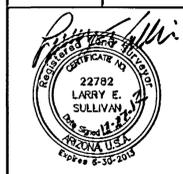
**NOTE:**

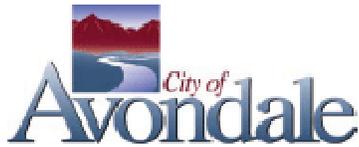
- HOMES SHALL SET BACK A MINIMUM OF 30' FROM VAN BUREN RIGHT-OF-WAY.
- MAXIMUM BUILDING HEIGHT SHALL BE 30', TWO STORIES.
- MAXIMUM LOT COVERAGE SHALL BE 50%



NO.	REVISION	DATE

**RE-PLAT**  
**A PORTION OF**  
**DESERT SPRINGS VILLAGE**





# CITY COUNCIL REPORT

**SUBJECT:**

Professional Services Agreement - enfoTech & Consulting, Inc.

**MEETING DATE:**

January 22, 2013

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider a request to approve a Professional Services Agreement between the City of Avondale and enfoTech & Consulting, Inc. to provide an Industrial Pretreatment Software Package and support to assist in the tracking and enforcement activities of the City's Industrial Pretreatment Program.

**BACKGROUND:**

On April 19, 2010 the City Council passed and adopted, by ordinance, the City of Avondale Pretreatment Code. The purpose of the code is to prevent the introduction of pollutants into the publicly owned treatment works, regulate the disposal of industrial wastewater into the sanitary sewer, and improve the opportunity to reclaim and recycle treated wastewater and biosolids.

The Pretreatment Program authorizes the issuance of Individual or General Wastewater Discharge Permits and any inspection, monitoring, compliance, and enforcement activities pertaining to the permit. In order to maintain an accurate inventory, track compliance status, and document enforcement activities, the City began researching Industrial Pretreatment software programs.

**DISCUSSION:**

In accordance with applicable procurement rules, a Request for Proposals for Industrial Pretreatment Software and Support was issued on September 20, 2012. There was only one responsive submittal received.

The responsive proposal was evaluated by staff from the Information Technology Department as well as Public Works. The vendor's proposal was found to be complete and met the requirements of the program and IT Department, however, it was beyond the allotted budget. After further negotiations and receipt of their best and final offer, we were able to get the software package and services within budget.

**BUDGETARY IMPACT:**

For the first fifteen months of the contract, the initial purchase of equipment, licenses, installation and support will not exceed \$40,090 with a maximum aggregate amount of \$80,950.75 to include maintenance and support in years 2 - 5. Support in future years is at the option of the City and is dependent on City Council approval in the annual budget process.

Funding for the software is available in the Water Quality Operating Budget (Computers and Software Licensing) 503-9210-00-7085.

**RECOMMENDATION:**

Staff recommends that the Mayor and City Council approve a Professional Services Agreement with enfoTech & Consulting, Inc. to provide the Industrial Pretreatment Program Software Installation and Support Services for a total maximum aggregate amount of \$80,950.75 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

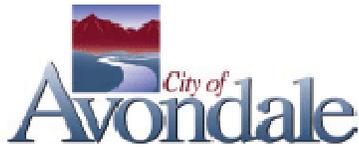
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# CITY COUNCIL REPORT

**SUBJECT:**

Contract Award - Cummins Rocky Mountain, LLC,  
for Generator Preventive Maintenance and  
Services

**MEETING DATE:**

January 22, 2013

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a one-year contract with Cummins Rocky Mountain, LLC, to perform generator preventive maintenance and services in an amount not to exceed \$26,950, with the option of four annual one-year renewals, for a total possible five-year term and a maximum aggregate amount not to exceed \$134,750, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City owns 30 generators of varying type, size, make, and model. Various City facilities, including City Hall, the Police Station and Sub-Station, the Avondale Community Center, Fire Stations 172 and 173, the MOSC, all wastewater lift stations, all water treatment and production facilities, and the water reclamation facility, are equipped with specifically designed and sized generators for emergency back-up power. Currently operating generators utilize diesel, propane, or regular fuel, are manufactured by Cummins/Onan, Kohler, Spectrum, Generac, or Caterpillar, and range in size from 20 kW portable units, to 2,250 kW enclosed 25'x10'x10' units. The proper care and maintenance of these generators is critical to ensure uninterrupted power in the event of a regional power failure.

**DISCUSSION:**

The City issued Invitation for Bid PW13-013 (Generator Preventive Maintenance and Services) on October 23, 2012, and advertised in the West Valley View and the Arizona Business Gazette on October 25, 2012. Two addendums were published, one each on November 19, 2012, and November 21, 2012. The bid opening was held on November 28, 2012.

The following bidders met all the IFB submittal requirements:

Vendor	Total Cost
Harrison*	\$15,555
W.W. Williams	\$26,279
Cummins	\$26,950

\*Note: Harrison provided "No Bid" for 13 of the 30 generators. All other Harrison bids were higher than the other responsive bids.

The IFB allows for contract award to a primary vendor and a secondary vendor. This contract award to Cummins Rocky Mountain, LLC, is considered the secondary award. The scope of work includes

preventative maintenance and inspection on the following systems: generator, engine, air inlet, lubrication, fuel, electrical, batteries and charging, block heating, cooling, gauges and indicators, automatic transfer switch, electrical distribution cabinets, processors, and panels. In addition, the contractor will provide quarterly inspections and operation of equipment, semi-annual oil analysis, annual fuel analysis, and annual load bank testing.

**BUDGETARY IMPACT:**

Subject to budget approval, funding for this contract is available in the General Fund, Building Maintenance (Line item 101-5420), Water Operating Fund, Water Production (501-9122), Wastewater Operating Fund, Lift Stations (503-9222), and Wastewater Operating Fund, Water Reclamation Facility (503-9230).

**RECOMMENDATION:**

Staff recommends that the City Council approve a one-year contract with Cummins Rocky Mountain, LLC, to perform generator preventive maintenance and services in an amount not to exceed \$26,950, with the option of four annual one-year renewals, for a total possible five-year term and a maximum aggregate amount not to exceed \$134,750, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

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[Bid Tabulation](#)

Solicitation No: PW13-013  
Solicitation Name: Generator Preventative Maintenance Services  
E\_Procurement: BuyHub.com  
Date Submitted: December 11, 2012  
Closing Date: November 28, 2012

City of Avondale

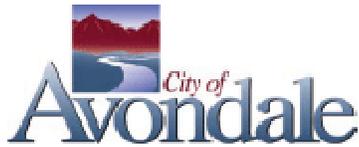
				Harrison				Cummins				W.W.Williams				GEN-TECH	Titan	Power Plus	
				IFB				IFB				IFB				IFB	IFB	IFB	
				Pricing for Load Bank Services offered contingent on City approval to perform LB services during the scheduled Semi-Annual Visits--(*Approach Not Accepted by City)															
				No				No				No				No	No	No	
				No				No				No				No	No	No	
				Net 30				Net 30				Net 30				Net 30	Net 30		
				\$15,555.00				\$26,949.75				\$26,279.00				*Disqualified for Non Compliance	*Disqualified for Non Compliance	*Disqualified for Non Compliance	
Qty	Unit	Item No	Item Name	KW	Semi Annual	Annual	Load Bank	Total	Semi Annual	Annual	*Load Bank	Total	Semi Annual	Annual	Load Bank	Total			
1	Each	10TH ST LIFT STATION	CUMMINS/ONAN	50	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 348.00	\$ 1.00	\$ 648.00	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	4TH ST LIFT STATION	KOHLER	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 333.50	\$ 462.00	\$ 1.00	\$ 796.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	DONATELA LIFT STATION	CUMMINS	60	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 346.50	\$ 1.00	\$ 646.50	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	FULTON LIFT STATION	KOHLER	35	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 341.25	\$ 1.00	\$ 641.25	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	WHYMAN LIFT STATION	GENERAC	20	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 266.25	\$ 1.00	\$ 566.25	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	PORTABLE GENERATOR FOR LIFT STATIONS	SPECTRUM	25	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 258.75	\$ 1.00	\$ 558.75	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	WELL #16	KOHLER	300	No Bid	No Bid	No Bid	No Bid	\$ 382.25	\$ 405.75	\$ 1.00	\$ 789.00	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #10	SPECTRUM	350	No Bid	No Bid	No Bid	No Bid	\$ 382.25	\$ 405.75	\$ 1.00	\$ 789.00	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #12	CUMMINS	350	No Bid	No Bid	No Bid	No Bid	\$ 382.25	\$ 387.00	\$ 1.00	\$ 770.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	GATEWAY BOOSTER STATION	GENERAC	400	No Bid	No Bid	No Bid	No Bid	\$ 483.50	\$ 509.25	\$ 1.00	\$ 993.75	\$243.00	\$613.00	\$175.00	\$1,031.00			
1	Each	COLDWATER BOOSTER STATION/WELL 15	CUMMINS	1100	No Bid	No Bid	No Bid	No Bid	\$ 802.25	\$ 895.50	\$ 1.00	\$ 1,698.75	\$278.00	\$1,078.00	\$315.00	\$1,671.00			
1	Each	WELL #18	CUMMINS	230	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 292.25	\$ 395.25	\$ 1.00	\$ 688.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #19	CUMMINS	230	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 292.25	\$ 395.25	\$ 1.00	\$ 688.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	RANCHO SANTA BOOSTER STATION	SPECTRUM	300	No Bid	No Bid	No Bid	No Bid	\$ 397.25	\$ 393.00	\$ 1.00	\$ 791.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	NORTH SIDE BOOSTER (EAST)	SPECTRUM	500	No Bid	No Bid	No Bid	No Bid	\$ 483.50	\$ 509.25	\$ 1.00	\$ 993.75	\$243.00	\$613.00	\$175.00	\$1,031.00			
1	Each	NORTH SIDE BOOSTER (WEST)	CUMMINS	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 262.25	\$ 390.00	\$ 1.00	\$ 653.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #23	CUMMINS	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 292.25	\$ 440.25	\$ 1.00	\$ 733.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	DEL RIO BOOSTER STATION	CUMMINS	1000	No Bid	No Bid	No Bid	No Bid	\$ 839.75	\$ 933.00	\$ 1.00	\$ 1,773.75	\$278.00	\$913.00	\$210.00	\$1,401.00			
1	Each	WELL #20	CUMMINS	350	No Bid	No Bid	No Bid	No Bid	\$ 292.25	\$ 440.25	\$ 1.00	\$ 733.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #24	GENERAC	300	No Bid	No Bid	No Bid	No Bid	\$ 292.25	\$ 440.25	\$ 1.00	\$ 733.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WOLF #1	CUMMINS	450	No Bid	No Bid	No Bid	No Bid	\$ 483.50	\$ 509.25	\$ 1.00	\$ 993.75	\$243.00	\$613.00	\$175.00	\$1,031.00			
1	Each	WOLF #2	CATAPILLAR	1250	No Bid	No Bid	No Bid	No Bid	\$ 899.00	\$ 895.50	\$ 1.00	\$ 1,795.50	\$278.00	\$1,048.00	\$315.00	\$1,641.00			
1	Each	WOLF #3	KOHLER	2250	No Bid	No Bid	No Bid	No Bid	\$ 899.00	\$ 1,728.00	\$ 1.00	\$ 2,628.00	\$278.00	\$2,133.00	\$510.00	\$2,921.00			
1	Each	AVONDALE COMMUNITY CENTER	GENERAC	40	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 307.25	\$ 308.25	\$ 1.00	\$ 616.50	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	MOSC	ONAN	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 356.00	\$ 392.25	\$ 1.00	\$ 749.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	CITY HALL	KOHLER	150	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 356.00	\$ 392.25	\$ 1.00	\$ 749.25	\$138.00	\$273.00	\$175.00	\$586.00			
1	Each	POLICE STATION	KOHLER	150	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 356.00	\$ 392.25	\$ 1.00	\$ 749.25	\$138.00	\$273.00	\$175.00	\$586.00			
1	Each	POLICE SUB-STATION/FIRE STATION #171	ONAN	180	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 358.25	\$ 390.00	\$ 1.00	\$ 749.25	\$138.00	\$373.00	\$175.00	\$686.00			
1	Each	FIRE STATION #172	GENERAC	85	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 307.25	\$ 307.50	\$ 1.00	\$ 615.75	\$138.00	\$273.00	\$175.00	\$586.00			
1	Each	FIRE STATION #173	KOHLER	80	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 307.25	\$ 307.50	\$ 1.00	\$ 615.75	\$138.00	\$273.00	\$175.00	\$586.00			
		OTHER COST (Must Specify)			None	None	None		None	None	None		None	None	None				
		Subtotals			\$ 6,290.00	\$ 3,740.00	\$ 5,525.00		\$ 12,334.50	\$ 14,585.25	\$ 30.00		\$5,219.00	\$15,160.00	\$5,900.00				
		<b>Total Cost</b>						\$ 15,555.00				\$ 26,949.75				\$ 26,279.00			

**Solicitation No:** PW13-013  
**Solicitation Name:** Generator Preventative Maintenance Services  
**E\_Procurement:** BuyHub.com  
**Date Submitted:** December 11, 2012  
**Closing Date:** November 28, 2012

City of Avondale

Supplier Name	Harrison	Cummins	W.W.Williams	GEN-TECH	Titan	Power Plus
<b>Submittal Requirements</b>						
Complete copy of the IFB	Yes	Yes	Yes	Yes	No	Yes
Complete Addendum 1	Yes	Yes	Yes	No	No	Yes
Complete Addendum 2	Yes	Yes	Yes	Yes	No	No
Signed Offer Sheet	Yes	Yes	Yes	Yes	Yes	Yes
Licenses/Certs.	Yes	Yes	Yes	Yes	Yes	Yes
Complete References	Yes	Yes	Yes	Yes	Yes	Yes
<b>Lowest Responsive Bidder</b>						

\*Disqualified for non-compliance



# CITY COUNCIL REPORT

**SUBJECT:**

Contract Award - W.W. Williams, Inc., for  
Generator Preventive Maintenance and Services

**MEETING DATE:**

January 22, 2013

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a one-year contract with W.W. Williams, Inc., to perform generator preventive maintenance and services in an amount not to exceed \$26,279, with the option of four annual one-year renewals for a total possible five-year term, and a maximum aggregate amount not to exceed \$131,395, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City owns 30 generators of varying type, size, make, and model. Various City facilities, including City Hall, the Police Station and Sub-Station, the Avondale Community Center, Fire Stations 172 and 173, the MOSC, all wastewater lift stations, all water treatment and production facilities, and the water reclamation facility, are equipped with specifically designed and sized generators for emergency back-up power. Currently operating generators utilize diesel, propane, or regular fuel, are manufactured by Cummins/Onan, Kohler, Spectrum, Generac, or Caterpillar, and range in size from 20 kW portable units, to 2,250 kW enclosed 25'x10'x10' units. The proper care and maintenance of these generators is critical to ensure uninterrupted power in the event of a regional power failure.

**DISCUSSION:**

The City issued Invitation for Bid PW13-013 (Generator Preventive Maintenance and Services) on October 23, 2012, and advertised in the West Valley View and the Arizona Business Gazette on October 25, 2012. Two addendums were published, one each on November 19, 2012, and November 21, 2012. The bid opening was held on November 28, 2012.

The following bidders met all the IFB submittal requirements:

Vendor	Total Cost
Harrison*	\$15,555
W.W. Williams	\$26,279
Cummins	\$26,950

\*Note: Harrison provided "No Bid" for 13 of the 30 generators. All other Harrison bids were higher than the other responsive bids.

The IFB allows for contract award to a primary vendor and a secondary vendor. This contract award to W.W. Williams, Inc., is considered the primary award. The scope of work includes preventative maintenance and inspection on the following systems: generator, engine, air inlet, lubrication, fuel,

electrical, batteries and charging, block heating, cooling, gauges and indicators, automatic transfer switch, electrical distribution cabinets, processors, and panels. In addition, the contractor will provide quarterly inspections and operation of equipment, semi-annual oil analysis, annual fuel analysis, and annual load bank testing.

**BUDGETARY IMPACT:**

Subject to budget approval, funding for this contract is available in the General Fund, Building Maintenance (Line item 101-5420), Water Operating Fund, Water Production (501-9122), Wastewater Operating Fund, Lift Stations (503-9222), and Wastewater Operating Fund, Water Reclamation Facility (503-9230).

**RECOMMENDATION:**

Staff recommends that the City Council approve a one-year contract with W.W. Williams, Inc., to perform generator preventive maintenance and services in an amount not to exceed \$26,279, with the option of four annual one-year renewals for a total possible five-year term, and a maximum aggregate amount not to exceed \$131,395, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[Bid Tabulation](#)

Solicitation No: PW13-013  
Solicitation Name: Generator Preventative Maintenance Services  
E\_Procurement: BuyHub.com  
Date Submitted: December 11, 2012  
Closing Date: November 28, 2012

City of Avondale

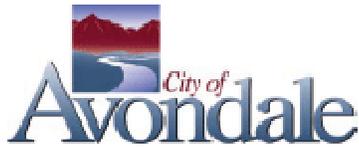
				Harrison				Cummins				W.W.Williams				GEN-TECH	Titan	Power Plus	
Supplier Name				IFB				IFB				IFB				IFB	IFB	IFB	
Bid Method																			
Supplier Notes				Pricing for Load Bank Services offered contingent on City approval to perform LB services during the scheduled Semi-Annual Visits.--(*Approach Not Accepted by City)															
DBE (Y/N)				No				No				No				No	No	No	
Bundled Bid				No				No				No				No	No	No	
Payment Terms				Net 30				Net 30				Net 30				Net 30	Net 30		
Total				\$15,555.00				\$26,949.75				\$26,279.00				*Disqualified for Non Compliance	*Disqualified for Non Compliance	*Disqualified for Non Compliance	
Qty	Unit	Item No	Item Name	KW	Semi Annual	Annual	Load Bank	Total	Semi Annual	Annual	*Load Bank	Total	Semi Annual	Annual	Load Bank	Total			
1	Each	10TH ST LIFT STATION	CUMMINS/ONAN	50	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 348.00	\$ 1.00	\$ 648.00	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	4TH ST LIFT STATION	KOHLER	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 333.50	\$ 462.00	\$ 1.00	\$ 796.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	DONATELA LIFT STATION	CUMMINS	60	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 346.50	\$ 1.00	\$ 646.50	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	FULTON LIFT STATION	KOHLER	35	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 341.25	\$ 1.00	\$ 641.25	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	WHYMAN LIFT STATION	GENERAC	20	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 266.25	\$ 1.00	\$ 566.25	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	PORTABLE GENERATOR FOR LIFT STATIONS	SPECTRUM	25	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 299.00	\$ 258.75	\$ 1.00	\$ 558.75	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	WELL #16	KOHLER	300	No Bid	No Bid	No Bid	No Bid	\$ 382.25	\$ 405.75	\$ 1.00	\$ 789.00	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #10	SPECTRUM	350	No Bid	No Bid	No Bid	No Bid	\$ 382.25	\$ 405.75	\$ 1.00	\$ 789.00	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #12	CUMMINS	350	No Bid	No Bid	No Bid	No Bid	\$ 382.25	\$ 387.00	\$ 1.00	\$ 770.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	GATEWAY BOOSTER STATION	GENERAC	400	No Bid	No Bid	No Bid	No Bid	\$ 483.50	\$ 509.25	\$ 1.00	\$ 993.75	\$243.00	\$613.00	\$175.00	\$1,031.00			
1	Each	COLDWATER BOOSTER STATION/WELL 15	CUMMINS	1100	No Bid	No Bid	No Bid	No Bid	\$ 802.25	\$ 895.50	\$ 1.00	\$ 1,698.75	\$278.00	\$1,078.00	\$315.00	\$1,671.00			
1	Each	WELL #18	CUMMINS	230	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 292.25	\$ 395.25	\$ 1.00	\$ 688.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #19	CUMMINS	230	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 292.25	\$ 395.25	\$ 1.00	\$ 688.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	RANCHO SANTA BOOSTER STATION	SPECTRUM	300	No Bid	No Bid	No Bid	No Bid	\$ 397.25	\$ 393.00	\$ 1.00	\$ 791.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	NORTH SIDE BOOSTER (EAST)	SPECTRUM	500	No Bid	No Bid	No Bid	No Bid	\$ 483.50	\$ 509.25	\$ 1.00	\$ 993.75	\$243.00	\$613.00	\$175.00	\$1,031.00			
1	Each	NORTH SIDE BOOSTER (WEST)	CUMMINS	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 262.25	\$ 390.00	\$ 1.00	\$ 653.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #23	CUMMINS	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 292.25	\$ 440.25	\$ 1.00	\$ 733.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	DEL RIO BOOSTER STATION	CUMMINS	1000	No Bid	No Bid	No Bid	No Bid	\$ 839.75	\$ 933.00	\$ 1.00	\$ 1,773.75	\$278.00	\$913.00	\$210.00	\$1,401.00			
1	Each	WELL #20	CUMMINS	350	No Bid	No Bid	No Bid	No Bid	\$ 292.25	\$ 440.25	\$ 1.00	\$ 733.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WELL #24	GENERAC	300	No Bid	No Bid	No Bid	No Bid	\$ 292.25	\$ 440.25	\$ 1.00	\$ 733.50	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	WOLF #1	CUMMINS	450	No Bid	No Bid	No Bid	No Bid	\$ 483.50	\$ 509.25	\$ 1.00	\$ 993.75	\$243.00	\$613.00	\$175.00	\$1,031.00			
1	Each	WOLF #2	CATAPILLAR	1250	No Bid	No Bid	No Bid	No Bid	\$ 899.00	\$ 895.50	\$ 1.00	\$ 1,795.50	\$278.00	\$1,048.00	\$315.00	\$1,641.00			
1	Each	WOLF #3	KOHLER	2250	No Bid	No Bid	No Bid	No Bid	\$ 899.00	\$ 1,728.00	\$ 1.00	\$ 2,628.00	\$278.00	\$2,133.00	\$510.00	\$2,921.00			
1	Each	AVONDALE COMMUNITY CENTER	GENERAC	40	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 307.25	\$ 308.25	\$ 1.00	\$ 616.50	\$138.00	\$248.00	\$175.00	\$561.00			
1	Each	MOSC	ONAN	200	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 356.00	\$ 392.25	\$ 1.00	\$ 749.25	\$155.00	\$433.00	\$175.00	\$763.00			
1	Each	CITY HALL	KOHLER	150	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 356.00	\$ 392.25	\$ 1.00	\$ 749.25	\$138.00	\$273.00	\$175.00	\$586.00			
1	Each	POLICE STATION	KOHLER	150	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 356.00	\$ 392.25	\$ 1.00	\$ 749.25	\$138.00	\$273.00	\$175.00	\$586.00			
1	Each	POLICE SUB-STATION/FIRE STATION #171	ONAN	180	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 358.25	\$ 390.00	\$ 1.00	\$ 749.25	\$138.00	\$373.00	\$175.00	\$686.00			
1	Each	FIRE STATION #172	GENERAC	85	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 307.25	\$ 307.50	\$ 1.00	\$ 615.75	\$138.00	\$273.00	\$175.00	\$586.00			
1	Each	FIRE STATION #173	KOHLER	80	\$ 370.00	\$ 220.00	\$ 325.00	\$ 915.00	\$ 307.25	\$ 307.50	\$ 1.00	\$ 615.75	\$138.00	\$273.00	\$175.00	\$586.00			
		OTHER COST (Must Specify)			None	None	None		None	None	None		None	None	None				
		Subtotals			\$ 6,290.00	\$ 3,740.00	\$ 5,525.00		\$ 12,334.50	\$ 14,585.25	\$ 30.00		\$5,219.00	\$15,160.00	\$5,900.00				
		<b>Total Cost</b>						\$ 15,555.00				\$ 26,949.75				\$ 26,279.00			

**Solicitation No:** PW13-013  
**Solicitation Name:** Generator Preventative Maintenance Services  
**E\_Procurement:** BuyHub.com  
**Date Submitted:** December 11, 2012  
**Closing Date:** November 28, 2012

City of Avondale

Supplier Name	Harrison	Cummins	W.W.Williams	GEN-TECH	Titan	Power Plus
<b>Submittal Requirements</b>						
Complete copy of the IFB	Yes	Yes	Yes	Yes	No	Yes
Complete Addendum 1	Yes	Yes	Yes	No	No	Yes
Complete Addendum 2	Yes	Yes	Yes	Yes	No	No
Signed Offer Sheet	Yes	Yes	Yes	Yes	Yes	Yes
Licenses/Certs.	Yes	Yes	Yes	Yes	Yes	Yes
Complete References	Yes	Yes	Yes	Yes	Yes	Yes
<b>Lowest Responsive Bidder</b>						

\*Disqualified for non-compliance



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3088-113 - Approving the name change of El Mirage Road from I-10 to Van Buren Street.

**MEETING DATE:**

January 22, 2013

**TO:** Mayor and Council

**FROM:** Daniel Davis, Economic Development Director (623) 333-1411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution approving the renaming of El Mirage Road between I-10 and Van Buren Street to Fairway Drive.

**BACKGROUND:**

The City of Avondale 2012 Transportation Plan identifies a new interchange on I-10 at the El Mirage Road alignment. Maricopa Association of Governments (MAG) staff suggested that the city consider renaming El Mirage Road at Interstate 10 to avoid confusion with the City of El Mirage and with other stretches of El Mirage Road. Staff discussed the renaming of the new interchange with Arizona Department of Transportation (ADOT) and they concurred with MAG and city staff. This section of El Mirage road is not planned to extend north because it is bordered by the developed Friendship Park. The road south of the Van Buren Street is named Fairway Drive and is a collector street in the Coldwater Springs Subdivision.

**DISCUSSION:**

Staff has studied this issue and recommends changing the name of that section of El Mirage Road between I-10 and Van Buren Street to match Fairway Drive to the south and ultimately create a unique Fairway Drive Interchange in Avondale. The road name change would provide a distinctive name exclusive to Avondale, and avoid any confusion for motorist that would believe they were in or near the City of El Mirage.

There are two (2) properties with multiple commercial tenants in the Avondale Commerce Center and two (2) individual residences that have addresses which will be directly affected by the street name change. Staff will coordinate with the property owners, businesses and all federal, state, county and local agencies to notify them of the planned renaming. The name change can be scheduled take effect on July 1, 2013 to allow ample time for the businesses and residents to properly plan.

The City of Avondale Economic Development Department will develop a business assistance program that will compensate the businesses for incidental expenses associated with redesign of their websites, letterhead, business cards and brochures. There are currently ten (10) businesses located in the Avondale Commerce Center and the staff would purpose to reimburse each business up to \$750.00 for these expenses.

In addition, the city would replace the illuminated name panels on the street identification signs for El Mirage at Van Buren. The estimated cost of these signs is \$4,000.00. Finally, city traffic operations personnel would fabricate and install two local street signs at Corporate Drive and Garfield Street intersections.

**BUDGETARY IMPACT:**

The cost of renaming El Mirage road to Fairway Drive inclusive of the sign replacements and business assistance program would be \$11,500 and would be paid through the Economic Development Opportunities Fund and the Traffic Signal Maintenance budget

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving the renaming of El Mirage Road between I-10 and Van Buren Street to Fairway Drive.

**ATTACHMENTS:**

Click to download

[Resolution 3088-113](#)

[Vicinity Map](#)

**RESOLUTION NO. 3088-113**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A STREET NAME CHANGE FROM EL MIRAGE ROAD TO FAIRWAY DRIVE FOR THE SEGMENT OF THE EXISTING ROADWAY FROM INTERSTATE HIGHWAY 10 TO VAN BUREN STREET.

**WHEREAS**, the portions of El Mirage Road currently located in Avondale are fragmented due to geographical constraints created by Coldwater Springs Golf Course, Interstate Highway 10 (“I-10”) and the Agua Fria River; and

**WHEREAS**, the roughly 3,000 lineal foot portion of El Mirage Road located between Van Buren Street and I-10 (the “Isolated Segment”) is particularly isolated, as the same street alignment south of Van Buren Street is named Fairway Drive; and

**WHEREAS**, to lessen confusion for motorists, the Council of the City of Avondale (the “City Council”) has determined that it is appropriate and proper to change the name of the Isolated Segment of El Mirage Road to Fairway Drive.

**NOW, THEREFORE, BE IT RESOLVED** 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 Isolated Segment of El Mirage Road is hereby renamed Fairway Drive.

SECTION 3. 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.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 22, 2013.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

I-10 Freeway

1250 N El Mirage Rd

1045 N El Mirage Rd  
Not Occupied

Garfield St

1049 N El Mirage Rd  
Not Occupied

Corporate Dr

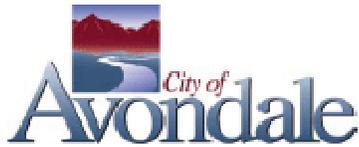
1050 N El Mirage Rd

El Mirage Rd

Van Buren St

Fairway Dr





# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3089-113 – Intergovernmental Agreement with Maricopa County for the MC85 and Avondale Boulevard Intersection Improvements

**MEETING DATE:**

January 22, 2013

**TO:** Mayor and Council

**FROM:** Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and Maricopa County Department of Transportation (MCDOT) for the purpose of improving the intersection of MC85 (Buckeye Road) and Avondale Boulevard, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On June 30, 2011, City Council approved an IGA with MCDOT for the purpose of cost sharing in a Scoping Study for the intersection of MC85 (Buckeye Road) and Avondale Boulevard. The Scoping Study and corresponding scoping documents have been completed. The City and MCDOT would like to move forward with the proposed improvements to this intersection.

**DISCUSSION:**

The City requested that MCDOT work with them to improve the intersection of Avondale Boulevard and MC85 (Buckeye Road). One (1) leg of the intersection is owned by the County. Three (3) legs of the intersection are owned by the City. The traffic signal is owned and operated by the County. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the cost sharing, design, right-of-way acquisition, utility relocation, construction, construction management and annexation of right-of-way.

This Project will construct needed pedestrian and vehicular improvements as well as incorporate an upcoming Federal Highway Administration (FHWA) Railroad Highway Safety Program (Section 130) project. FHWA and Arizona Department of Transportation (ADOT) have preliminarily approved the pedestrian and vehicular safety improvements proposed for this intersection. The Section 130 Project calls for the installation of cantilevers to cover all existing and proposed lanes and the replacement of the existing railroad signals and equipment. The Project components eligible for federal Section 130 funds are those that are needed to enhance vehicle and pedestrian safety at the railroad crossing. Particularly, improvements to the crossing surface, sidewalk connectivity across the railroad crossing, a new railroad cantilever, updated railroad preemption, geometric improvements to Avondale Boulevard north of MC85, and relocation of traffic signal equipment.

Additional safety enhancements will be completed but are not eligible for Section 130 funds. The additional improvements include the installation of a center median, dual railroad crossing gates, geometric improvements to Avondale Boulevard south of MC85, and a westbound right turn lane from MC85 onto Avondale Boulevard. The estimated cost of these additional improvements is \$164,000, which is to be paid for by the County and the City.

The estimated cost for the entire Project is \$2,203,000. The total federal monetary contribution is estimated at \$ 1,073,620. The County's total monetary contribution is estimated at \$565,458.68 and the City's total monetary contribution is estimated at \$563,921.32.

MCDOT will serve as the lead agency and the City will participate in the review of the design and construction documents. Design and construction shall be to City standards. Upon Project completion, MCDOT shall operate and maintain the signalized intersection and associated signs that are mounted on signalized poles within the Project limits. The City shall assume maintenance responsibilities, excluding signal poles, signage, and any other costs associated with the signalized intersection. In addition, upon Project completion, the City shall complete the annexation process identified in Exhibit B (attached).

**BUDGETARY IMPACT:**

Construction is scheduled to begin July 2014 and anticipated to be completed by June 2015. Funding for this Project is available CIP Street Fund Line Item, 304-1148-00-8420, Avondale Boulevard and MC85 (Buckeye) Intersection Improvement.

**RECOMMENDATION:**

Staff recommends that City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and Maricopa County Department of Transportation (MCDOT) for the purpose of improving the intersection of MC85 (Buckeye Road) and Avondale Boulevard, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[Resolution 3089-113](#)

[Vicinity Map](#)

**RESOLUTION NO. 3089-113**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO IMPROVEMENTS AT MC-85 AND AVONDALE BOULEVARD.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County relating to improvements at MC-85 (Buckeye Road) and Avondale Boulevard (115th Avenue) (the "Agreement") is hereby approved in substantially 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 take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 22, 2013.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3089-113

[Agreement]

See following page.

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE**  
**FOR IMPROVEMENTS TO THE INTERSECTION AT MC-85**  
**(BUCKEYE ROAD) AND AVONDALE BOULEVARD (115<sup>th</sup> AVENUE)**  
**(TT391)**  
**(C-64-12- \_\_\_\_\_ -2-00)**

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Avondale, an Arizona municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by both the Maricopa County Board of Supervisors and the Avondale City Council.

**STATUTORY AUTHORIZATION**

1. A.R.S. §§11-251 and 28-6701 *et seq.* authorize the County to lay out, maintain, control, and manage public roads and bridges within the County.
2. A.R.S. §§11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. §§9-240 and §9-276 *et seq.* authorize the City to lay out and establish, regulate, and improve streets within the City, and to enter into this Agreement.

## BACKGROUND/RECITALS

4. The purpose of this project is for the County and the City to improve the intersection of MC-85 (Buckeye Road) and Avondale Boulevard. The proposed improvement project will include construction of needed pedestrian and vehicular improvements as well as incorporate an upcoming Federal Highway Administration (FHWA) Railroad Safety Program (23 USC Section 130) component (**Project**).
5. One leg of the intersection is owned by the County. Three legs of the intersection are owned by the City. The signal is owned and operated by the County.
6. FHWA and the Arizona Department of Transportation (ADOT) have preliminarily approved the pedestrian and vehicular safety improvements proposed for this intersection. Construction is contingent upon receiving FHWA Railroad Safety Program Funding.
7. The Section 130 component of the Project calls for the installation of cantilevers to cover all existing lanes and replacement of the existing timber crossing with concrete.
8. The Project will also include new sidewalks in the vicinity of the Union Pacific Railroad (UPRR) thereby connecting the sidewalks from MC-85 to the existing sidewalks on the north side of the UPRR.
9. Additionally, the far right southbound lane of Avondale Boulevard ends abruptly at the railroad crossing.
10. Section 130 improvements are to be coordinated with the intersection improvements.
11. The Project components eligible for federal Section 130 funds are those that are needed to enhance vehicle and pedestrian safety at the railroad crossing. Particularly, this includes improvements to the crossing surface, sidewalk connectivity across the crossing, a new railroad cantilever, updated railroad preemption, geometric improvements to Avondale Boulevard north of MC-85, and relocation of traffic signal poles. The estimated cost of these components is \$2,039,000 with federal funds of \$1,073,620 and a local share of \$965,380.
12. Additional safety enhancements included in the Project, but not eligible for Section 130 funds, include the installation of a center median, dual railroad crossing gates, geometric improvements to Avondale Boulevard south of MC-85, and a westbound right turn lane from MC-85 onto Avondale Boulevard. The estimated cost of these additional improvements is \$164,000, to be paid for by the County and the City.

13. The County's total monetary contribution to the Project is estimated at \$565,458.68, or approximately 50% of the local share (total Project cost minus the federal contribution), as provided in Exhibit A, attached hereto and incorporated herein by reference.
14. The City's total monetary contribution to the Project is estimated at \$563,921.32, or approximately 50% of the local share, as provided in Exhibit A, attached hereto.
15. The estimated total cost for the entire Project is \$2,203,000.
16. The current cost estimates for the Project, by Project component and agreed upon cost allocation of the local share, are as provided in Exhibit A, attached hereto.

#### **PURPOSE OF THE AGREEMENT**

17. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the cost sharing, design, right-of-way acquisition, utility relocation, construction, construction management and annexation of right-of-way.

#### **TERMS OF THE AGREEMENT**

18. The Recitals, by this reference, are hereby incorporated into and made a part of this Agreement.
19. **Responsibilities of the County:**
  - 19.1 The County shall act as the lead agency for the Project, to include the design, right-of-way acquisition, construction, construction management, utility relocations, and utility and railroad coordination, as applicable.
  - 19.2 The County shall design and construct the Project to City standards, except for the traffic signals and associated signs that are mounted on signalized poles within the Project limits which will be designed and constructed to County standards.
  - 19.3 The County shall provide the design and construction documents for the Project to the City for review at appropriate stages of development.

- 19.4 The County shall notify the City regarding the date of the bid opening and make all bids available to the City for review.
- 19.5 The County shall apply for no-cost permits for Project work within the City boundaries.
- 19.6 The County shall establish and maintain a budget based on the bid and design and construction documents.
- 19.7 The County shall operate and maintain the signalized intersection and associated signs that are mounted on signalized poles within the Project limits.
- 19.8 The County shall make all payments for the Project.
- 19.9 The County shall invoice the City for 100% of the City's local share (currently estimated to be \$564,057.32) when construction has been completed and final payment has been made to the contractor.
- 19.10 The County shall administer all federal-aid aspects of the Project.
- 19.11 The County shall apply for the reimbursement of federal-aid funding and shall retain that money upon receipt.
- 19.12 The County acknowledges that the final bid amount may exceed the initial estimate(s) and, in such case, the County is proportionally responsible for, and agrees to pay, according to the terms of this Agreement, any and all eventual, actual costs exceeding the initial estimate(s).

**20. Responsibilities of the City:**

- 20.1 The City shall provide a Project manager during construction of the Project to assist with proper oversight and inspection.
- 20.2 The City shall review all design and construction documents provided by the County and provide comments to the County within 30 days after receiving documents for review.
- 20.3 Any City requirement for enhancements above design standards will be paid for by the City and shall be placed in the bid as a bid alternative.
- 20.4 The City shall review the construction bids and approve of the final bid within ten (10) business days.

- 20.5 The City shall issue the County no-cost permits for Project work within the City boundaries.
- 20.6 The City shall assist the County in the verification of right-of-way within City corporate jurisdiction and will provide necessary documentation for right-of-way verified upon request of the County.
- 20.7 The City shall assume maintenance responsibilities for the Project, excluding signal poles, signage, and any other costs associated with the signalized intersection, after the Project has been constructed as set forth in this Agreement and in the design and construction documents.
- 20.8 The City shall remit payment to the County within thirty (30) days of the receipt of a proper invoice.
- 20.9 The City shall complete annexation of the South 33 feet of Lot 4 of Section 7 – T1N, R1E EXCEPT the East 40', as annexed in Avondale Ordinances 261 and 776-01 upon completion of the Project, as depicted in Exhibit B, attached hereto and incorporated by reference herein.
- 20.10 The City acknowledges that the final bid amount may exceed the initial estimate(s) and, in such case, the City is proportionally responsible for, and agrees to pay, according to the terms of this Agreement, any and all eventual, actual costs exceeding the initial estimate(s).

### **GENERAL TERMS AND CONDITIONS**

- 21. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will defend, indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, for, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies,

officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

22. This Agreement shall become effective as of the date it is approved by both the Maricopa County Board of Supervisors and the Avondale City Council and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
23. The Parties do not anticipate having to dispose of any property upon termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
24. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
25. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
  - 25.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
  - 25.2 Any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
  - 25.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
  - 25.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
26. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
27. Each Party to this Agreement warrants that neither it nor any contractor or

vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

28. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
29. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation  
Attn: Intergovernmental Liaison  
2901 W. Durango St.  
Phoenix, AZ 85009

City of Avondale  
Attn: City Manager  
11465 W. Civic Center Dr., Suite 120  
Avondale, AZ 85323

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier

that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

30. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
31. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
32. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
33. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Avondale City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds without any liability to the non-terminating party.
34. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
35. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
36. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
37. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

38. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
39. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
40. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
41. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
42. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
43. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such party pursuant to this Agreement.
44. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
45. This Agreement shall be governed by the laws of the State of Arizona.
46. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

***End of Agreement - Signature Page Follows***

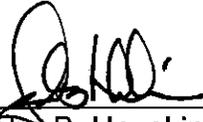
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**MARICOPA COUNTY**

**CITY OF AVONDALE**

**Recommended by:**

**Recommended by:**

  
\_\_\_\_\_  
John B. Hauskins, P.E.                      1-17-2013  
Transportation Director                      Date

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

**Approved and Accepted by:**

**Approved and Accepted by:**

\_\_\_\_\_  
Andrew Kunasek, Chairman                      Date  
Board of Supervisors

\_\_\_\_\_  
Marie Lopez Rogers                      Date  
Mayor

**Attest by:**

**Attest by:**

\_\_\_\_\_  
Clerk of the Board                      Date

\_\_\_\_\_  
Avondale Clerk                      Date

**APPROVAL OF DEPUTY COUNTY ATTORNEY AND AVONDALE ATTORNEY**

I hereby state that I have reviewed the proposed Intergovernmental Agreement on behalf of my client and, as to my client only, declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

\_\_\_\_\_  
Deputy County Attorney                      Date

 1/22/13  
\_\_\_\_\_  
Avondale Attorney                      Date

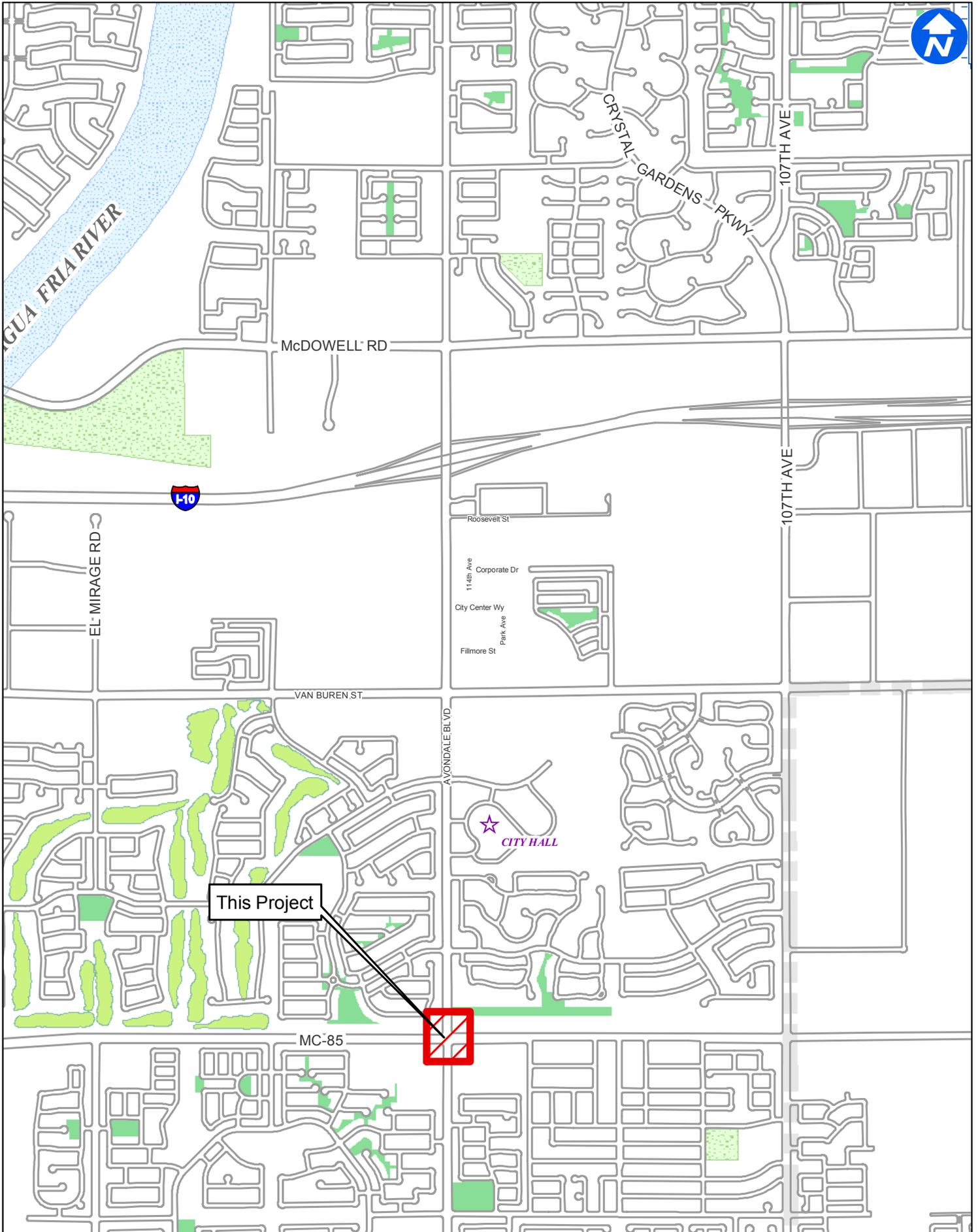
# EXHIBIT A: COST ESTIMATES

Component	Current Total Cost Estimate	Estimated Federal Cost Share	Estimated Local Cost Share	County Local Share % Responsibility	City Local Share % Responsibility	Estimated County Cost	Estimated City Cost
<b>Railroad Crossing Components</b>							
Preliminary Design	\$ 156,000.00	\$ 65,545.00	\$ 90,455.00	50%	50%	\$ 45,227.50	\$ 45,227.50
Cantilevers, Bungalow, and Train Detection	\$ 622,213.00	\$ 389,408.00	\$ 232,805.00	50%	50%	\$ 116,402.50	\$ 116,402.50
Right of Way Acquisition	\$ 100,000.00	\$ 62,000.00	\$ 38,000.00	0%	100%	\$ -	\$ 38,000.00
Utility Relocation	\$ 75,000.00	\$ 50,000.00	\$ 25,000.00	0%	100%	\$ -	\$ 25,000.00
Contingency Costs	\$ 182,000.00	\$ 75,339.00	\$ 106,661.00	50%	50%	\$ 53,330.50	\$ 53,330.50
Construction Management	\$ 146,000.00	\$ 60,272.00	\$ 85,728.00	50%	50%	\$ 42,864.00	\$ 42,864.00
Traffic Signal Improvement	\$ 194,000.00	\$ 107,000.00	\$ 87,000.00	100%	0%	\$ 87,000.00	\$ -
Geometric Improvements north of MC-85	\$ 85,000.00	\$ 47,913.00	\$ 37,087.00	0%	100%	\$ -	\$ 37,087.00
Concrete Crossing Surface	\$ 288,787.00	\$ 181,056.00	\$ 107,731.00	50%	50%	\$ 53,865.50	\$ 53,865.50
Concrete Sidewalks and Ramps	\$ 190,000.00	\$ 35,087.00	\$ 154,913.00	36%	64%	\$ 55,768.68	\$ 99,144.32
<b>Sub Total Cost</b>	<b>\$ 2,039,000.00</b>	<b>\$ 1,073,620.00</b>	<b>\$ 965,380.00</b>	<b>47%</b>	<b>53%</b>	<b>\$ 454,458.68</b>	<b>\$ 510,921.32</b>

Component	Current Total Cost Estimate	Estimated Federal Cost Share	Estimated Local Cost Share	County Local Share % Responsibility	City Local Share % Responsibility	Estimated County Cost	Estimated City Cost
<b>Additional Components</b>							
MC-85 westbound deceleration lane (right-turn lane)	\$ 58,000.00	\$ -	\$ 58,000.00	100%	0%	\$ 58,000.00	\$ -
*Geometric improvements to Avondale Boulevard south of MC-85	\$ 70,000.00	\$ -	\$ 70,000.00	50%	50%	\$ 35,000.00	\$ 35,000.00
Installation of center median on Avondale Boulevard north of MC-85	\$ 36,000.00	\$ -	\$ 36,000.00	50%	50%	\$ 18,000.00	\$ 18,000.00
<b>Sub Total Cost</b>	<b>\$ 164,000.00</b>	<b>\$ -</b>	<b>\$ 164,000.00</b>	<b>68%</b>	<b>32%</b>	<b>\$ 111,000.00</b>	<b>\$ 53,000.00</b>
<b>Total Cost</b>	<b>\$ 2,203,000.00</b>	<b>\$ 1,073,620.00</b>	<b>\$ 1,129,380.00</b>	<b>50%</b>	<b>50%</b>	<b>\$ 565,458.68</b>	<b>\$ 563,921.32</b>

\*MCDOT will minimize cost based on need.





**City of Avondale**  
**Avondale Blvd & MC 85 IGA**