

CITY COUNCIL AGENDA

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

WORK SESSION
February 4, 2013
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 UPDATE ON THE CITY'S RECYCLING PROGRAM

City Council will receive an update on the City's recycling program and seek direction on the process for bidding the recycling materials processing contract. For information, discussion and direction.

3 2013 STATE AND FEDERAL LEGISLATIVE AGENDA AND NLC UPDATE

City Council will receive an update regarding the proposed 2013 State and Federal legislative agenda and provide guidance to the Intergovernmental Affairs Manager regarding the City's state and federal legislative priorities which will guide the City's advocacy activities in 2013. Staff will also provide an update on the activities and policy priorities of the National League of Cities and Towns. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

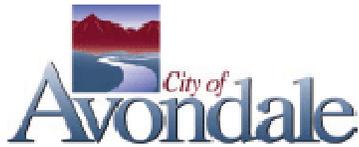
Carmen Martinez
City Clerk

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



CITY COUNCIL REPORT

SUBJECT:

Update on the City's recycling program

MEETING DATE:

February 4, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will provide an update on the City's recycling program and seek direction on the process for bidding the recycling materials processing contract.

BACKGROUND:

This year marks the City's 10th year of curbside recycling. In 2003, City staff completed the delivery of new recycling containers to every home in the City, developed and distributed education materials and changed the way Avondale residents disposed of recycling materials. Due to the support from City Council, the dedication of staff and the willingness of residents, Avondale's recycling program has been a success. The program continues to provide residents with outstanding customer service, to educate residents on the recycling program and to find new opportunities for recycling.

DISCUSSION:

The recycling program has both an environmental and economic impact. Avondale recycles an average of 5,000 tons of material per year. Each ton diverted from the landfill saves valuable landfill space as well as the tipping fees that would be required for disposal. In addition, the City generates revenue from the sale of recyclables collected and delivered to a materials processor. Over the ten year period the City has:

- Collected 50,000 tons of recycling materials
- Saved \$1.1 million in tipping fees
- Collected \$750,000 in revenue

In August of 2012 City Council awarded a one year contract to Friedman Recycling for the processing of recycling materials. Staff will soon be putting the contract out for bid. The procurement policy allows for two different bidding options. One being a Request for Proposals (RFP) and the other an Invitation for Bid (IFB). The RFP process evaluates proposals based on quality and other factors, as well as price. The IFB process is based solely on price. Staff is seeking direction from Council on the type of process to be used for the upcoming bid.

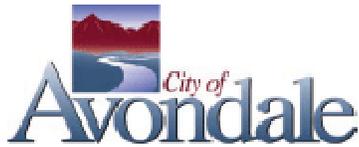
RECOMMENDATION:

This report is for information only and seeks direction on the bid process for the recycling materials processing contract.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

2013 State and Federal Legislative Agenda and
NLC Update

MEETING DATE:

February 4, 2013

TO: Mayor and Council

FROM: Shirley Gunther, Intergovernmental Affairs Manager (623) 333-1612

THROUGH: Charlie McClendon, City Manager

PURPOSE:

- To provide an overview of the City's policy priorities on State and Federal legislative items for 2013 and to seek input from the Council.
- To provide an overview of the National League of Cities and Towns 2013 Legislative Priorities.

BACKGROUND:

This report describes the City's proposed state legislative agenda for the First Regular Session of the 51st Arizona State Legislature and the Federal legislative agenda for the First Session of 113th United States Congress. The Legislation enacted at both the federal and state level can have significant impacts on the ability of municipal government to serve its citizens. Therefore, it is important to identify the City of Avondale's Legislative priorities regarding potential or pending legislative actions. Prior to each legislative session, the Intergovernmental Affairs Manager seeks Council adoption of the City's federal and state legislative agenda. The approved agenda will define the City's legislative priorities and guide the City's advocacy activities. The Intergovernmental Affairs Manager will appear before the Avondale City Council on a regular basis throughout the session to provide updates and seek additional direction.

DISCUSSION:**AVONDALE'S LEGISLATIVE PRIORITIES****Guiding Principles**

In order to prioritize and guide staff's advocacy efforts, staff recommends that the Council endorse the following two key guiding principles as the highest priorities:

- **Maintain and Enhance Fiscal Sustainability** -The City's budget includes revenues from a number of state sources, most importantly "shared revenues" from state income, sales and vehicle license taxes. Shared revenues make up approximately thirty-eight percent of the City's General Fund, helping to fund police, fire, streets, parks, and other critical City services. Staff recommends that the City oppose any reduction or negative revisions to the shared revenue components. As the state works to balance their budget, attempts may be made to shift costs to cities in the way of new unfunded mandates.

Staff recommends approval to oppose any unfunded mandates or reductions in local revenues.

- **Protect Local Control** - During the 2012 session, state legislators introduced many bills that clearly meant to usurp local jurisdictions local control authority. Local jurisdictions advocate for local control because each municipality has unique needs and characteristics and those needs

are best met by policies set by its local governing body. Statewide preemptive efforts to remove the ability to set policy at the local level should be opposed.

Staff recommends supporting efforts to ensure continuing local decision making authority and to prohibit preemption.

State and Federal Issues

Transaction Privilege Tax (TPT)

During the interim, the Governor created a Transaction Privilege Tax (TPT) Simplification Task Force. The Committee met regularly reviewing a wide spectrum of the state's sales tax laws and policies. The League of Cities and Towns had a position on the Committee. The TPT Simplification Task Force issued a report in late December with a number of recommendations, some of which represent significant impacts to the way taxes are collected and administered in cities and towns. While the cities and towns representatives were in agreement with the vast majority of the recommendations included in the report, there are three recommendations that the cities and towns raised as issues that would have negative impacts on city and town budgets and their ability to efficiently administer and collect sales tax. The three recommendations are:

1. Requiring state administration of sales tax for all municipalities.
2. Requiring the Department of Revenue (DOR) to conduct all sales tax audits.
3. Eliminate the construction sales tax to be replaced by a retail sales tax at the point-of-sale of construction materials.

Staff recommends opposition to all three provisions.

Protection of Luke Air Force Base Mission - Established in 1941, Luke Air Force Base and the Barry Goldwater Range has evolved in the decades since to a major economic force in the West Valley region. Avondale is partnering with West Valley cities and County to protect and enhance Luke Air Force Base (AFB) and maintain significant installations. Staff recommends continuing its support of the West Valley Coalition and the mission of Luke AFB.

Staff recommends continued support for funding and resources to maintain Luke AFB.

NATIONAL LEAGUE OF CITIES AND TOWNS PRIORITIES

During the 2012 NLC Congress of Cities conference in Boston, the NLC adopted numerous resolutions that make up the organization's policy positions. These positions can be found in the 2013 National Municipal Policy and Resolution Report. In January, Mayor Rogers, NLC President facilitated an NLC Board and Officers work session wherein the NLC Board and Officers took the policies adopted in January and worked to define their top legislative priorities. As the President of the organization, Mayor Rogers will be called upon at the national level to advocate on behalf of NLC and support the positions of the NLC.

Below are the three policy issues that the Board has defined as the legislative policy priorities for 2013:

Municipal Bonds - The tax-exemption on interest paid by state and local bonds faces a real threat in Congress this session. Congress and the Obama Administration are targeting it as they work to find \$1.5 trillion of spending cuts or revenue increases over 10 years.

Internet Sales Tax - Congress is expected to take up the Marketplace Fairness Act would overturn a 1992 Supreme Court ruling requiring retailers to have a physical presence in a state in order to collect sales tax on goods. The ability for cities to collect already owed sales taxes was one of key

policy priorities for NLC. The measure would allow state and local governments to collect an estimated \$23 billion annually in sales taxes.

Immigration - Congress is expected to take up immigration reform this session. The NLC core policy provisions include

1. Ending Unlawful Immigration.
2. Providing Legal Avenues of Immigration
3. Path to Legalized Status and Citizenship
4. Federal Resources Needed
5. Coordination between the Federal Government and Local Governments

RECOMMENDATION:

Staff requests that the Mayor and Council review staff recommendations and provide input and guidance on the 2013 Legislative agenda.

ATTACHMENTS:

Click to download

[NLC - National Municipal Policy and Resolutions](#)



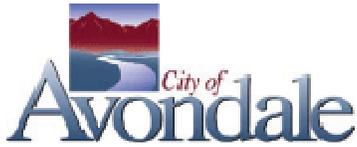
2013

National League of Cities
National Municipal Policy
and Resolutions

Adopted at the 2012 Congress of Cities
Boston, Massachusetts
December 1, 2012

Due to its size, the remainder to this document has been
posted separately

<http://www.avondale.org/DocumentCenter/View/31519>



CITY COUNCIL AGENDA

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

REGULAR MEETING
February 4, 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. Special Meeting of January 14, 2013
2. Regular Meeting of January 22, 2013

b. LIQUOR LICENSE TEMPORARY EXTENSIONS OF PREMISES - AMERICAN SPORTS CENTER

City Council will consider a request from John Shields for two Temporary Extensions of Premises of the Series 05 Government License to sell all spirituous liquors at ASC located at 755 N 114th Avenue in Avondale to be used in conjunction with two Out and About events on February 8 and March 8, 2013. The Council will take appropriate action.

c. DESIGN SERVICES CONTRACT - SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

City Council will consider a request to approve a Design Services Contract with Salt River Project Agricultural Improvement and Power District for the design of the required electrical improvements for the City Center Phase III Project in the amount of \$270,870.68 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. CONTRACT AWARD - U.S. PEROXIDE, LLC

City Council will consider a request to award a contract to U.S. Peroxide, LLC, to provide odor control chemicals and application services, for a maximum aggregate amount not to exceed \$1,250,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **CONTRACT AWARD - REPUBLIC SERVICES, INC., FOR BIOSOLID REMOVAL SERVICES**

City Council award a one-year contract to Republic Services, Inc., for Biosolid Removal Services at the Wolf Water Reclamation Facility, in an amount not to exceed \$345,000, with the option of four annual one-year renewals, for a total possible five-year term and a maximum aggregate amount not to exceed \$1,725,000, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **SECOND AMENDMENT TO PURCHASE AGREEMENT - SPILLMAN TECHNOLOGIES, INC.**

City Council will consider a request to approve the second amendment to the the Purchase Agreement with Spillman Technologies, Incorporated, for additional policing software licensing in the amount of \$49,170 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **PROFESSIONAL SERVICES AGREEMENT – HARRINGTON PLANNING + DESIGN, LLC – CENTRAL AVENUE IMPROVEMENTS**

City Council will consider a request to approve a Professional Services Agreement with Harrington Planning + Design, LLC to provide landscape design services for the Central Avenue Improvement project in the amount of \$52,920, authorize the necessary transfer and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action. The Council will take appropriate action.

h. **THIRD AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT - CARE1ST HEALTHPLAN ARIZONA, INC.**

City Council will consider a request to approve the third amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

i. **RESOLUTION 3091-213 – INTERGOVERNMENTAL AGREEMENT WITH CITY OF GOODYEAR FOR CONSTRUCTION INSPECTION SERVICES**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the City of Goodyear for the purpose of providing construction inspection services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **ORDINANCE 1509-213 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE AND CONTRACT FOR PURCHASE AND SALE**

City Council will consider an ordinance authorizing the acquisition of real property for public use and a contract for purchase and sale with Lennar Arizona, Inc. for the property located in the Desert Springs Village subdivision for the amount of \$180,000 and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

k. **ORDINANCE 1510-213 - ACCEPTING THE DEDICATION OF REAL PROPERTY AND A RELATED EASEMENT FOR MUNICIPAL WATER AND WASTEWATER PURPOSES FOR PHOENIX INTERNATIONAL RACEWAY LIFT STATION**

City Council will consider an ordinance accepting the dedication of real property and a related easement for the Phoenix International Raceway Lift Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. **ORDINANCE 1511-213 - ACCEPTING DEDICATION OF WATERLINE EASEMENT AND APPROVAL OF A LICENSE AGREEMENT WITH PHOENIX INTERNATIONAL SPEEDWAY**

City Council will consider a request to adopt an ordinance accepting the dedication of a waterline easement for the Phoenix International Raceway Lift Station, a License Agreement with Phoenix Speedway Corp. and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **PROFESSIONAL SERVICES AGREEMENT - ISS GROUNDS CONTROL, INC.**

City Council will consider a request to approve a Professional Services Agreement with ISS Grounds Control, Inc. to provide landscaping services for city facilities, parks, medians and easements in the amount not to exceed \$710,000 annually and a total contract amount of \$3,550,000 over a contract term of five (5) years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take the appropriate action.

5 **RESOLUTION 3090-213 - AMENDED AND RESTATED WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS QUANTIFICATION AGREEMENT**

City Council will consider a resolution approving the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement and exhibits thereto and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **ADJOURNMENT**

Respectfully submitted,



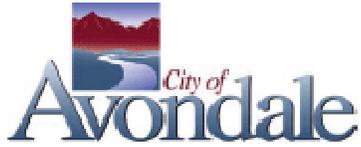
Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

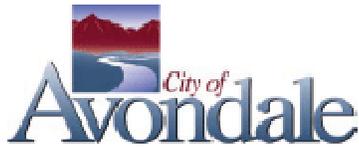
MEETING DATE:
February 4, 2013

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:

Liquor License Temporary Extensions of Premises
- American Sports Center

MEETING DATE:

February 4, 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 John Shields for two Temporary Extension of Premises of the Series 05 Government License to sell all spirituous liquors at American Sports Center located at 755 N 114th Avenue in Avondale to be used in conjunction with two Out and About events on February 8 and March 8, 2013.

BACKGROUND:

The February and March Out & About events will be held at the American Sports Center. A concert featuring Los Guys and The Persuaders will be held on February 8th and a Family Movie Night will be featured on March 8th.

DISCUSSION:

Staff has received two applications from Mr. John Shields for two Temporary Extension of Premises of the Series 05 Government License to sell all spirituous liquors at the American Sports Center to be used in conjunction with the City's February and March Out & About events.

The Police, Fire, Planning and Finance Departments have reviewed the application and are recommending approval.

RECOMMENDATION:

Staff is recommending approval of a request from John Shields for two Temporary Extension of Premises of the Series 05 Government License to sell all spirituous liquors at American Sports Center located at 755 N 114th Avenue in Avondale to be used in conjunction with two Out and About events on February 8 and March 8, 2013.

ATTACHMENTS:

Click to download

- [Application - February 8, 2013](#)
- [Departmental Review - February 8, 2013](#)
- [Application - March 8, 2013](#)
- [Departmental Review - March 8, 2013](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Date payment received
CSR Initials

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service. A non-refundable \$50 fee will apply. Specific purpose for change:
Temporary change for date(s) of: Feb / 8 / 2013 through Feb / 8 / 2013 List specific purpose for change: Concert in the Park

- 1. Licensee's Name: Shields John Michael
2. Mailing Address: 755 N 114th Avenue Avondale AZ 85323
3. Business Name: American Sports Center LICENSE #: 05073033
4. Business Address: 755 N. 114th Avenue Avondale Maricopa AZ 85323
5. Business Phone: (623) 792-5501 Residence Phone:
6. Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #:
7. Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? 06 / 15 / 2013
8. What security precautions will be taken to prevent liquor violations in the extended area? Fencing around serving area. Check IDs
9. Does this extension bring your premises within 300 feet of a church or school? YES NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:
Investigation Recommendation Approval Disapproval by: Date:

After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

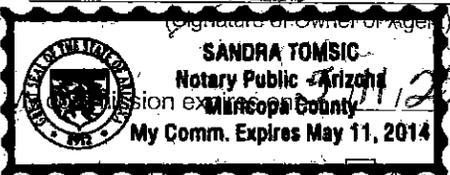
This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature) (Title) (Agency)

I, John Shields, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

State of Arizona County of Maricopa
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

16th January 2013
Day Month Year
Signature of NOTARY PUBLIC

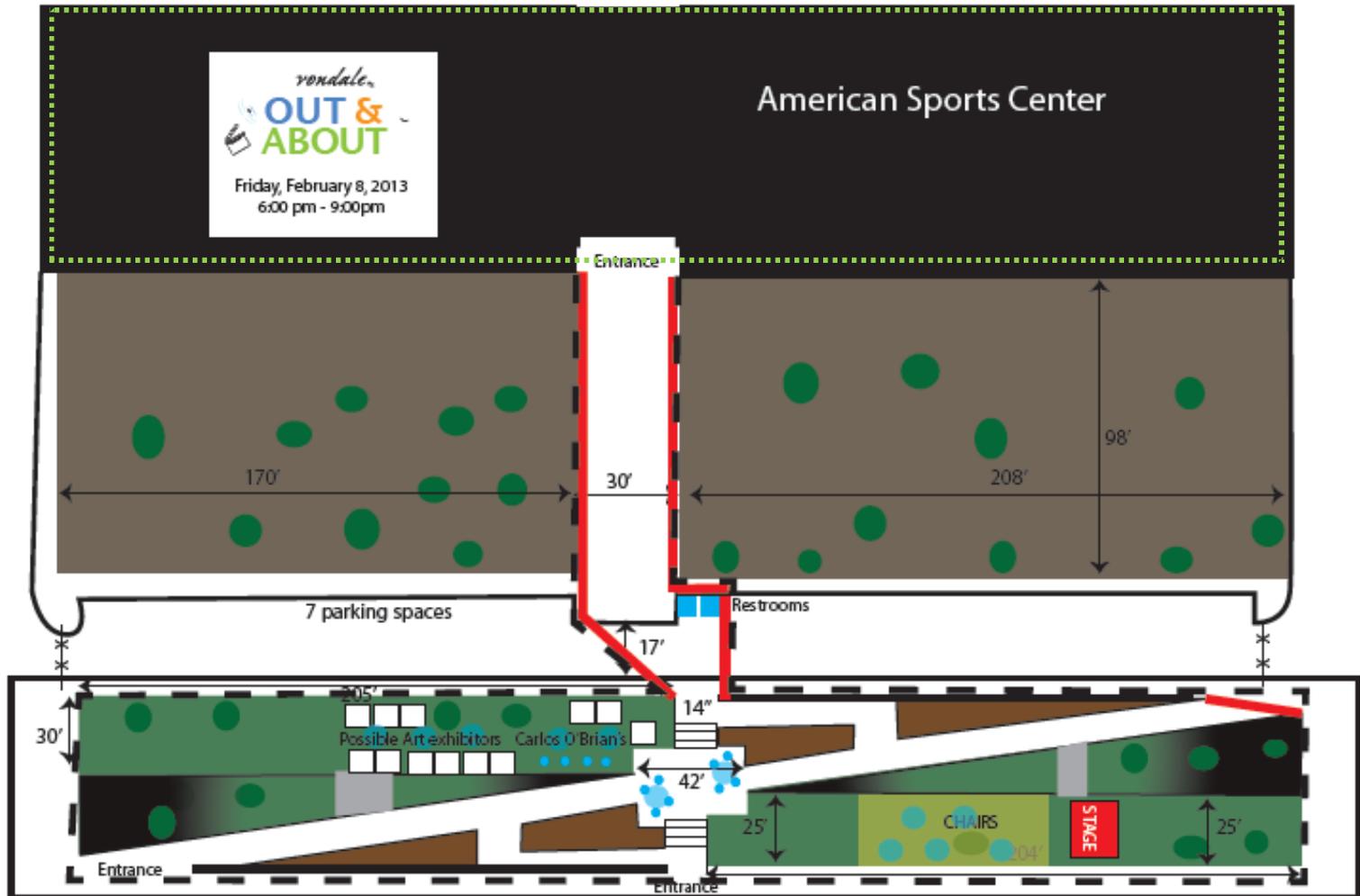


Investigation Recommendation Approval Disapproval by: Date:

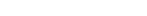
Director Signature required for Disapprovals Date:

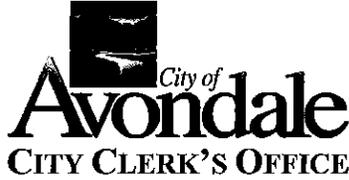
Avondale Blvd.

Parking



PARKING (Dirt Lot)

-  Fencing
-  Barricades
-  Cocktail Tables
-  Heaters
-  Liquor License area
-  Extension of Property
-  Current Liquor Licensed Area



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

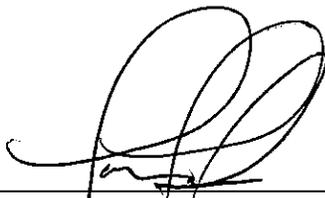
ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE STATE: ARIZONA ZIP CODE: 85323

PURPOSE OF EXTENSION: CONCERT IN THE PARK

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE
Police Chief

TITLE

1/2/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE STATE: ARIZONA ZIP CODE: 85323

PURPOSE OF EXTENSION: CONCERT IN THE PARK

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jesse Y. Romo

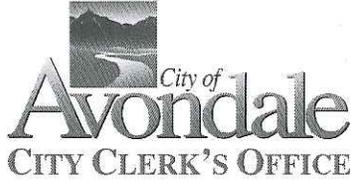
SIGNATURE
Fire Inspector

TITLE

1/22/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

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

PURPOSE OF EXTENSION: CONCERT IN THE PARK

DEPARTMENTAL COMMENTS:

APPROVED

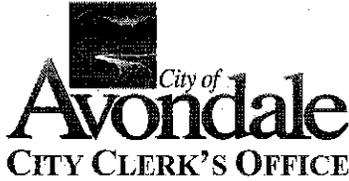
DENIED

John Michael Shields
SIGNATURE
Play Manager
TITLE

1.17.13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE STATE: ARIZONA ZIP CODE: 85323

PURPOSE OF EXTENSION: CONCERT IN THE PARK

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Joan Rinor
SIGNATURE
Revenue Collector
TITLE

1/17/13
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Date payment received
CSR Initials

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service. A non-refundable \$50 fee will apply. Specific purpose for change:
Temporary change for date(s) of: Mar / 8 / 2013 through Mar / 8 / 2013 List specific purpose for change: Movie Night

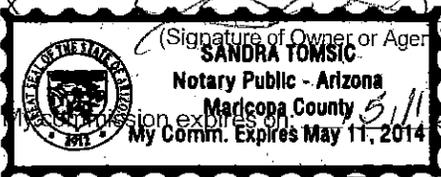
1. Licensee's Name: Shields John Michael
2. Mailing Address: 755 N 114th Avenue Avondale AZ 85323
3. Business Name: American Sports Center LICENSE #: 05073033
4. Business Address: 755 N. 114th Avenue Avondale Maricopa AZ 85323
5. Business Phone: (623) 792-5501 Residence Phone:
6. Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #:
7. Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? 06 / 15 / 2013
8. What security precautions will be taken to prevent liquor violations in the extended area? Fencing around serving area. Check IDs
9. Does this extension bring your premises within 300 feet of a church or school? YES NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:
Investigation Recommendation Approval Disapproval by: Date: / /

**** After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.
This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:
(Authorized Signature) (Title) (Agency)

I, John Shields, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

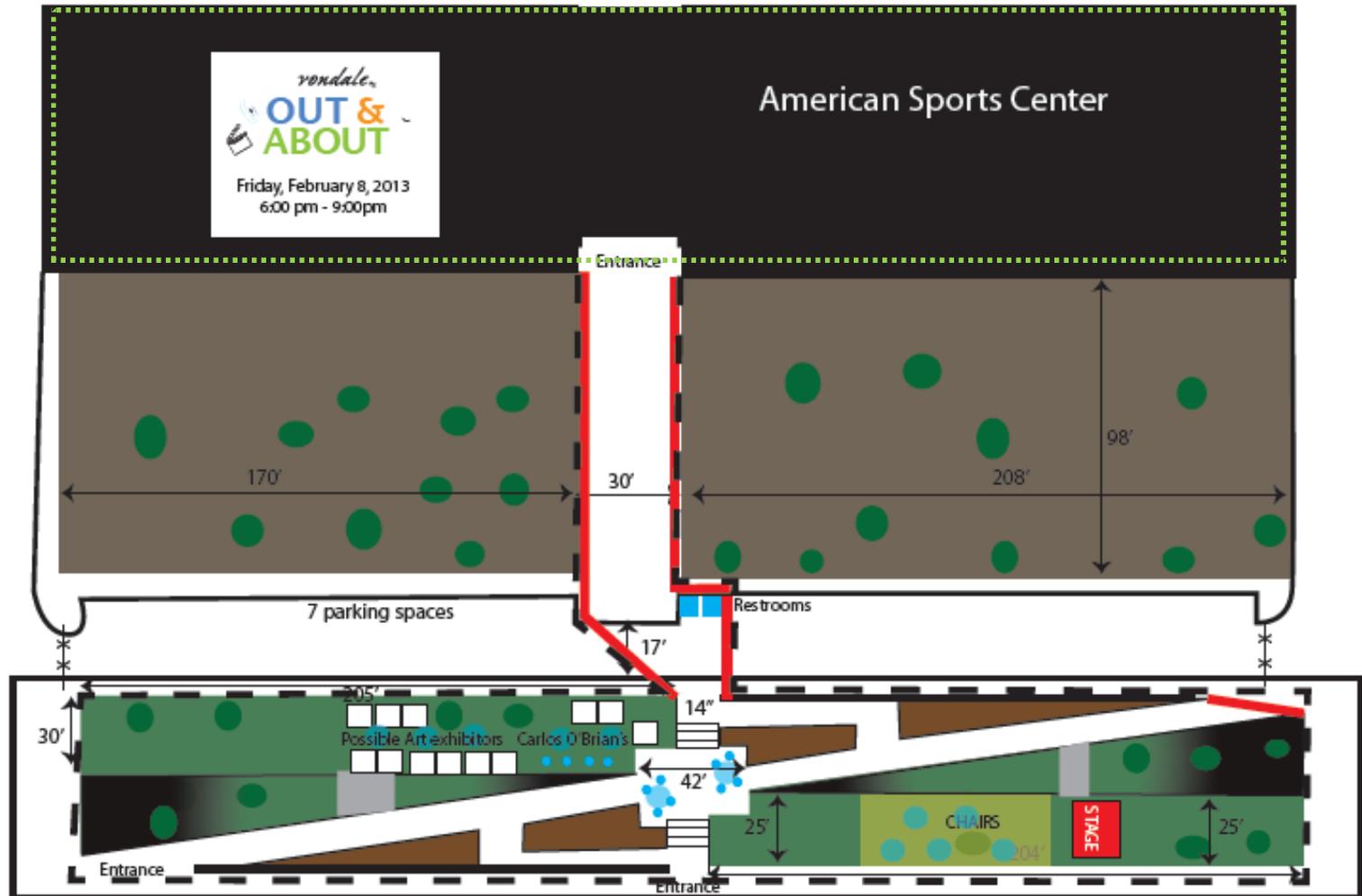
State of Arizona County of Maricopa
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
16th January 2013
(Signature of NOTARY PUBLIC)



Investigation Recommendation Approval Disapproval by: Date: / /
Director Signature required for Disapprovals Date: / /

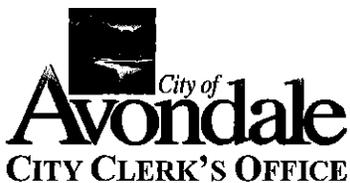
Avondale Blvd.

Parking



PARKING (Dirt Lot)

-  Fencing
-  Barricades
-  Cocktail Tables
-  Heaters
-  Liquor License area
-  Extension of Property
-  Current Liquor Licensed Area



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

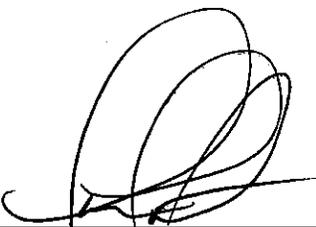
ADDRESS: 755 N. 114TH AVENUE

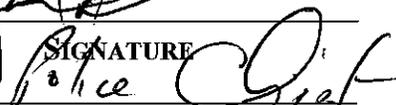
CITY: AVONDALE STATE: ARIZONA ZIP CODE: 85323

PURPOSE OF EXTENSION: MOVIE NIGHT

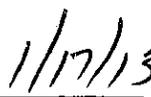
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



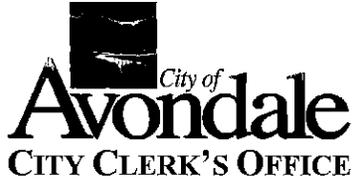
SIGNATURE


TITLE



DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE STATE: ARIZONA ZIP CODE: 85323

PURPOSE OF EXTENSION: MOVIE NIGHT

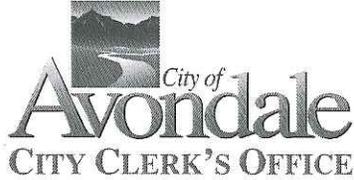
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jane G. Gony
SIGNATURE
Fire Inspector
TITLE

1/22/13
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

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

PURPOSE OF EXTENSION: MOVIE NIGHT

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



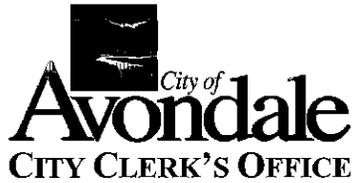
SIGNATURE


TITLE



DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE STATE: ARIZONA ZIP CODE: 85323

PURPOSE OF EXTENSION: MOVIE NIGHT

DEPARTMENTAL COMMENTS:

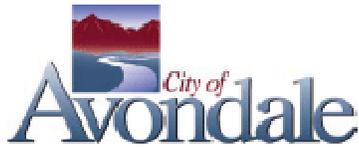
APPROVED

DENIED

Joan Rinor
SIGNATURE
Revenue Collector
TITLE

1/17/13
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 4, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 23, 2013**



CITY COUNCIL REPORT

SUBJECT:

Design Services Contract - Salt River Project
Agricultural Improvement and Power District

MEETING DATE:

February 4, 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 approve a Design Services Contract with Salt River Project Agricultural Improvement and Power District (SRP) for the design of the required electrical improvements for the City Center Phase III Project in the amount of \$270,870.68 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The current Capital Improvement Program includes a project for designing and constructing street improvements to include extending 114th Avenue and Park Lane. Improvements will include water, sewer, underground utilities, lighting, landscaping and landscape irrigation. The infrastructure improvements will support the a parking lot that is scheduled to become the City Center Transit Center.

DISCUSSION:

The electrical improvements for this project include installation of approximately 6,000 feet of primary cable and conduit. The new design will incorporate the existing facilities installed in Phase I. The conceptual design includes four (4) underground switches, three (3) phase fusing cubicles and three (3) single phase transformers for various point-of-deliveries. The project has been designed to take into consideration that a trench will be constructed to install said conduit and cable.

SCOPE OF WORK:

The following work items are included in the scope of work:

- Survey
- Construction engineering
- Relocation of electrical switches and transformers
- As-built documentation

SCHEDULE:

A tentative SRP Design schedule is as follows:

90% Plans - March 2013

Final Plans - April 2013

BUDGETARY IMPACT:

SRP is providing a Conceptual Job Estimate of \$270,870.68. Funding for this project is available in CIP Street Fund Line Item No. 304-1261-00-8420. Once the design is complete, SRP will submit a final invoice to the City.

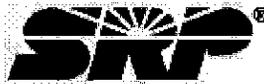
RECOMMENDATION:

Staff recommends that the City Council approve a Design Services Contract with Salt River Project Agricultural Improvement and Power District for the design of the required electrical improvements for the City Center Phase III Project in the amount of \$270,870.68 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Design Services Contract](#)



Design Services Contract (Municipal Distribution)

CUSTOMER IMPROVEMENTS
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: Larry Rogers
Contact Phone: (602) 236-0477
Contact Fax:
Date: 01/15/2013

ATTN: Charles W. Andrews Sr.
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Avondale, a municipal corporation organized and existing under the laws of the State of Arizona (City) enter into this contract (Contract) for the design of electrical facilities for the following City project (Project):

Job Name:	CITY CENTER PHASE 3		
SRP Job #:	KJ600319	SRP Work Order #:	81709713
Customer Job #:			
Location:	Avondale and Dale Earnhart		

This contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

City understands that SRP will not begin design until City signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a Contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the City a set of design drawings and a contract for construction of the Project. If City desires SRP to proceed with construction of the Project in accordance with the design drawings, City shall execute and return the Construction Services Contract and pay SRP the specified fees for construction of the Project. City acknowledges and agrees that the fees payable under the Construction Services Contract will include the design fees and costs incurred by SRP under this Contract. **If City cancels the Project at any time, or if City fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to City, City agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.**

For informational purposes only, the following conceptual Project estimate is provided to the City. This conceptual estimate is non-binding.

Conceptual Job Estimate:

Total:	\$270,870.68
Scope:	City Center Phase III Location 114th and Park Avenue: Installation of Approximately 6000' of 750 Al, and 700' of #2 Primary Cable and Conduit, to feed the Phase III of the City Center Project. The new design will incorporate the existing facilities installed in Phase I. The conceptual design includes (4) underground switches, (1) 3 phase Fusing Cubicle, and (3) single Phase transformers for various points-of-delivery. The project has been designed to take into consideration that a trench will be constructed to install said conduit and cable.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority



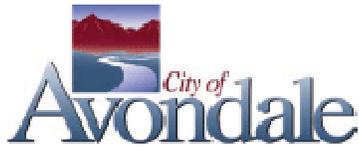
Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Section.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction
Terms and Conditions
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.



CITY COUNCIL REPORT

SUBJECT:

Contract Award - U.S. Peroxide, LLC

MEETING DATE:

February 4, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to award a contract to U.S. Peroxide, LLC, to provide odor control chemicals and application services, for a maximum aggregate amount not to exceed \$1,250,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City successfully implemented a corrosion/odor control project along Avondale Blvd. from the Civic Center to the water reclamation facility utilizing hydrogen peroxide solution. The peroxide solution acts to neutralize the acrid hydrogen sulfide gases. When the solution is applied properly, corrosion to the sewer infrastructure is minimized and foul air and sewer gases are reduced or eliminated. Through this chemical treatment the longevity of the sewer collection system is increased and odor complaints are reduced. This request expands the program to include critical collection mains along Thomas and Dysart Roads from Fulton Estates to the 10th St. lift station, then along El Mirage and Lower Buckeye Roads to the water reclamation facility.

DISCUSSION:

The Invitation for Bid (IFB) PW13-017 for the odor control chemicals and application services was advertised in the West Valley View on November 16 and 23, 2012, and the Arizona Business Gazette on November 15, 2012. One addendum was issued on December 11, 2012. The scope of services requires the successful bidder to provide a full service odor control program utilizing hydrogen peroxide and ferrous chloride to correct malodors generated within the wastewater collection system.

The bid opening was held on December 17, 2012. U.S. Peroxide was determined to be the only responsive bidder. U.S. Peroxide, LLC is a current registered vendor with the City and has satisfactorily supplied the City with supplies and service in the past.

The initial term of the contract is for one year and provides for up to (4) one-year renewal options, subject to availability and appropriation of funds. The annual aggregate amount for each renewal term is estimated not to exceed \$250,000. Staff is seeking authorization for a total amount not to exceed \$1,250,000.

BUDGETARY IMPACT:

Funding for odor control was approved by Council during the budget process and is available in the current sewer fund budget.

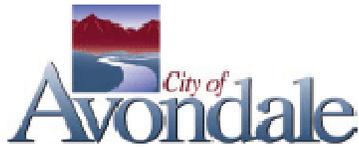
RECOMMENDATION:

Staff recommends Council award a contract to U.S. Peroxide, LLC, to provide odor control chemicals and application services, for a maximum aggregate amount not to exceed \$1,250,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Contract Award - Republic Services, Inc., for Biosolid Removal Services

MEETING DATE:

February 4, 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 City Council award a one-year contract to Republic Services, Inc., for Biosolid Removal Services at the WOLF, the City's water reclamation facility, in an amount not to exceed \$345,000, with the option of four annual one-year renewals, for a total possible five-year term and a maximum aggregate amount not to exceed \$1,725,000, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City operates the Charles M. Wolf Water Resource Center, a 9 MGD water reclamation facility (WRF) that treats wastewater through an activated sludge biological nutrient removal process. The facility treats liquid stream effluent and biosolids to Class B+ standards. The biosolids are produced through anaerobic digestion and are processed in the solids handling facility.

Chemicals and electricity are the highest cost items. Hauling and off-site disposal of biosolids is the next highest cost item in the operating budget for the WRF. The WRF expansion of 2009 dramatically improved biosolids processing so that hauling costs have decreased by more than 50%, from a high of \$420,000 in FY 07/08 to \$207,000 in FY 11/12. The City's recent contract for hauling expired this FY. Staff worked with the Finance Department to issue an Invitation for Bid (IFB).

DISCUSSION:

The City issued IFB PW13-009 (Biosolid Removal Services) on October 16, 2012, and advertised in the Arizona Business Gazette on October 19, 2012, and the West Valley View on October 16, 2012, and October 23, 2012. The bid opening was held on November 1, 2012.

Since the 2009 WRF expansion, biosolid hauling weights have been approximately 6,000 tons/year. For the purposes of this IFB, bidding was calculated based on a minimum and maximum tonnage of 6,000 and 10,000, respectively. Contracting will be at a not-to-exceed value based on the maximum tonnage. The following bidders met all the IFB submittal requirements:

Vendor	6,000 Tons	10,000 Tons
Republic Services, Inc.	\$207,000	\$345,000
Waste Management, Inc.	\$252,420	\$420,700

In both calculations Republic Services, Inc., submitted the low bid. The Public Works Department contacted the references provided by Republic Services, Inc., and references reported good on-going relationships, high quality work, and no performance issues or concerns. Biosolids will be hauled to, and disposed of at, the Southwest Regional Landfill near Buckeye, AZ.

BUDGETARY IMPACT:

Subject to budget approval, funding for this contract is available in the Wastewater Operating Fund, Water Reclamation Facility (503-9230).

RECOMMENDATION:

Staff is recommending that City Council award a one-year contract to Republic Services, Inc., for Biosolid Removal Services at the City's WRF in an amount not to exceed \$345,000, with the option of four annual one-year renewals, for a total possible five-year term and a maximum aggregate amount not to exceed \$1,725,000, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Bid Tabulation](#)

City of Avondale

Bid Tabulation

Solicitation No: PW13-009

Solicitation Name: Biosolids Removal

Closing Date: 03:00 PM, November 1, 2012

Enter any comments here				Supplier Name		Republic Waste		Waste Management			
				Bid Method		IFB		IFB			
				Supplier Notes		Multiple Exceptions declined by Attorney					
				DBE (Y/N)		No		No			
				Bundled Bid		Yes		Yes			
				Total		\$ 207,000.00		\$ 252,420.00			
Qty	Unit	Item No	Item Name	Price	Total	Price	Total				
600	Hauls	1	Biosolids Hauling	\$102.50	\$ 61,500.00	\$225.00	\$ 135,000.00				
6,000	Tons	2	Biosolids Disposal	\$ 22.25	\$ 133,500.00	\$ 19.57	\$ 117,420.00				
600	Each	3	Bin Liners	\$ 20.00	\$ 12,000.00	\$ -	\$ -				
			Total Cost		\$ 207,000.00		\$ 252,420.00				
Submittal Requirements											
Sealed Bid				Yes		Yes					
Signed Bid Offer				Yes		Yes					
Complete IFB				Yes		Yes					
Licenses				Yes		Yes					
References Complete				Yes		Yes					
Lowest Responsive Bidder											

I hereby affirm the information presented herein to be true and accurate and was obtained in accordance with the City Procurement Code and Policies.

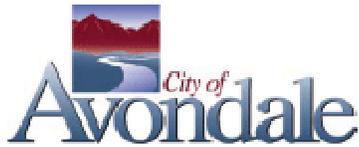
M. DeRosa
Employee Printed Name

M. DeRosa
Signature

30. JAN. 13
Date

I have examined these quotes and found them to be reasonable and valid.

M. DeRosa
Department Approval (over \$10,000)



CITY COUNCIL REPORT

SUBJECT:
Second Amendment to Purchase Agreement -
Spillman Technologies, Inc.

MEETING DATE:
February 4, 2013

TO: Mayor and Council
FROM: Kevin Kotsur, Chief of Police, Rob Lloyd, Chief Information Officer
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve the Second Amendment to the Purchase Agreement with Spillman Technologies, Incorporated, for additional policing software licensing in the amount of \$49,170 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale began using the Spillman software suite for its computer-aided dispatch needs in April 2003. Since then, the Police Department added Voiceless CAD, Coplink Interface, and InSight into service. These technology tools have allowed the Police Department to improve operational capacities and maintain compliance with regulations for accredited police agencies.

The Police Department (Police) and Information Technology Department (IT) designate Spillman as a Life/Safety Critical System for the City. The departments coordinate closely to plan and maintain the system as a result.

DISCUSSION:

As part of a new program to outfit officers with assigned laptops for use in their work assignments, the City will assign additional field computers to officers. This requires 20 additional licenses for Spillman software to allow the computers to connect for dispatch, logging, and records management.

Specifically, this amendment increases the City's licensing count from 55 to 75.

BUDGETARY IMPACT:

The Police Department will fund the \$49,170 to support this request through converting personal services savings in 235-6174 to an operating expenditure. Savings were generated by vacant positions in the department and resulting unspent salary. Spillman has indicated maintenance and support costs will not increase.

RECOMMENDATION:

Staff recommends that the City Council approve the Second amendment to the Purchase Agreement with Spillman Technologies, Incorporated, for additional policing software licensing in the amount of \$49,170 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Spillman Mobile Clients](#)

[Second Amendment to Purchase Agreement](#)

Quote and Purchase Addendum

Quoted Date: December 04, 2012 Quote Number: QUO-02153-L4J5N1
Quote Expiration Date: March 31, 2013 Prepared By: Billy Duncan

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.
- **Training** – All applicable training costs are included, whether training is conducted onsite, over the web, or using Spillman's training database. Note that some products do not require training.

Included in Quote

- Mobile AVL Mapping - 20 Seat License(s)
- Mobile Law & Field Interview Forms - 20 Seat License(s)
- Mobile Records - 20 Seat License(s)
- Mobile State & National Queries - 20 Seat License(s)
- Mobile Voiceless CAD - 20 Seat License(s)

Package Quote

\$49,170

Sales Tax Included--\$4,370

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Your estimated 2nd-year Spillman maintenance will be: \$0

Quote and Purchase Addendum

Quoted Date: December 04, 2012 Quote Number: QUO-02153-L4J5N1
Quote Expiration Date: March 31, 2013 Prepared By: Billy Duncan

Avondale Police Department

Customer Name

Authorized Signature

Date

Print Name and Title

**SECOND AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
SPILLMAN TECHNOLOGIES, INC.
AND
THE CITY OF AVONDALE**

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this “Second Amendment”) is made as of February 4, 2013, between Spillman Technologies, Inc., a Utah corporation (“Spillman”) and the City of Avondale, Arizona, an Arizona municipal corporation (the “Customer” or the “City”).

RECITALS

A. Spillman and the City entered into a Purchase Agreement dated as of November 5, 2002, to purchase or license, as applicable, Spillman software, professional services and third party products and services (the “Purchase Agreement”).

B. Spillman and the City entered into a Customer Software End-User License Agreement effective November 4, 2002, related to the software purchased from the Purchase Agreement (the “License Agreement”).

C. Spillman and the City entered into a Customer Software End-User Support Agreement effective November 4, 2002, related to the License Agreement (the “Support Agreement”).

D. Spillman and the City entered into a Purchase Agreement dated as of November 23, 2004, to purchase or license additional Spillman software, professional services and third party products and services (the “2004 Agreement”).

E. Spillman and the City entered into a Quote and Purchase Addendum dated as of February 24, 2011, to license the Spillman Data Warehouse Export Module (the “2011 Addendum”).

F. The Spillman Agreement was amended on August 13, 2012, for Spillman to perform upgrade and migration services and provide mobile law form licensing and maintenance (the “First Amendment” and together with the Purchase Agreement, License Agreement, Support Agreement, 2004 Agreement and 2011 Addendum, the “Spillman Agreement”).

G. The City desires to have Spillman provide (i) licenses for 20 additional laptop computers, (ii) first-year maintenance, (iii) project management and installation and (iv) training (“Additional Licenses and Services”) as more particularly set forth in Section 1 below.

H. Spillman and the City desire to amend the Spillman Agreement for Spillman to provide the City with the Additional Licenses and Services as set forth by the Spillman Agreement and this Second Amendment.

AGREEMENT

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

1. Scope of Work. Spillman shall provide the Additional Licenses and Services as set forth in the Quote and Purchase Addendum, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The City shall pay Spillman \$49,170 for the Additional Licenses and Services as set forth in the Quote and Purchase Addendum attached hereto as Exhibit A.

3. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Second Amendment, the First Amendment, the 2011 Addendum, the Quote and Purchase Addendum, the 2004 Agreement, the Purchase Agreement, the License Agreement, the Support Agreement, and any invoices, the documents shall govern in the order listed herein.

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

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

6. Non-Default. By executing this Second Amendment, Spillman affirmatively asserts that (i) the City is not currently in default and has not, to Spillman's knowledge, been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Spillman Agreement and (ii) any and all claims, known or unknown, relating to the Spillman Agreement and existing on or before the date of this Second Amendment are forever waived; provided, however, that Spillman does not waive any unknown claims relating to the City's breach of Spillman's intellectual property rights with respect to its software, including without limitation any breach of the City's obligations under Sections 2 or 6 of the License Agreement. By executing this Second Amendment, the City affirmatively asserts that (i) Spillman is not currently in default and has not, to the City's knowledge, been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Spillman Agreement and (ii) any and all claims, known or unknown, relating to the Spillman Agreement and existing on or before the date of this Second Amendment are forever waived.

7. Conflict of Interest. This Second Amendment and the Spillman Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

“SPILLMAN”

SPILLMAN TECHNOLOGIES, INC.,
a Utah corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2013,
by _____ as _____ of Spillman Technologies,
Inc., a Utah corporation, on behalf of the company.

Notary Public in and for the State of _____

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“CITY”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on February ____, 2013, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
SECOND AMENDMENT TO THE
SPILLMAN AGREEMENT
BETWEEN
SPILLMAN TECHNOLOGIES, INC.
AND
THE CITY OF AVONDALE

[Quote and Purchase Addendum]

See following pages.

Quote and Purchase Addendum

Quoted Date: December 04, 2012 Quote Number: QUO-02153-L4J5N1
Quote Expiration Date: March 31, 2013 Prepared By: Billy Duncan

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.
- **Training** – All applicable training costs are included, whether training is conducted onsite, over the web, or using Spillman's training database. Note that some products do not require training.

Included in Quote

- Mobile AVL Mapping - 20 Seat License(s)
- Mobile Law & Field Interview Forms - 20 Seat License(s)
- Mobile Records - 20 Seat License(s)
- Mobile State & National Queries - 20 Seat License(s)
- Mobile Voiceless CAD - 20 Seat License(s)

Package Quote

\$49,170

Sales Tax Included--\$4,370

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Your estimated 2nd-year Spillman maintenance will be: \$0

Quote and Purchase Addendum

Quoted Date: December 04, 2012 Quote Number: QUO-02153-L4J5N1
Quote Expiration Date: March 31, 2013 Prepared By: Billy Duncan

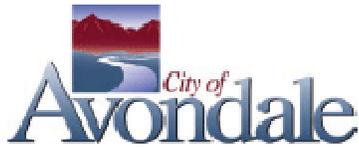
Avondale Police Department

Customer Name

Authorized Signature

Date

Print Name and Title



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement – Harrington
Planning + Design, LLC – Central Avenue
Improvements

MEETING DATE:

February 4, 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 approve a Professional Services Agreement with Harrington Planning + Design, LLC (HPD) to provide landscape design services for the Central Avenue Improvement project in the amount of \$52,920, authorize the transfer of \$52,920.00 from 304-1009-00-8420 to 304-1178-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The current Capital Improvement Program includes a project for roadway improvements on Central Avenue from Van Buren Street to Western Avenue. This project proposes to narrow the existing street from five (5) lanes to three (3) lanes within the project limits. The design will utilize the space gained by narrowing the drive lanes to provide a "complete street" along Central Avenue from Van Buren Street south approximately 1.1 miles to Western Avenue. The "complete street" will provide a corridor that is walkable, bikable and drivable while incorporating a distinct aesthetic landscape and hardscape theme.

DISCUSSION:**SCOPE OF WORK:**

The scope of work for this project will include:

- Schematic design and renderings - hardscape, landscape and irrigation
- Design development
- Construction documents
- Public outreach

SELECTION PROCESS:

In accordance with the City's Procurement Policy, staff requested proposals from three (3) firms listed on the Professional Consultants Selection List. A committee was formed and the proposals were evaluated. Upon review, it was determined that HPD was the best qualified firm to provide landscape design consulting services for this project. Staff contacted references and found that HPD is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from HPD for landscape design services for the complete streets environment along Central Avenue.

SCHEDULE:

A tentative schedule for the delivery of the landscape design plans is as follows:

30% Plans - August 2013

60% Plans - November 2013

Final Plans - March 2014

BUDGETARY IMPACT:

Funding in the amount of \$52,920 is available in CIP Street Fund Line Item 304-1009-00-8420 and is proposed to be transferred to CIP Street Fund Line Item 304-1178-00-8420, Central Avenue Improvements.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Harrington Planning + Design, LLC to provide landscape design services for the Central Avenue Improvement project in the amount of \$52,920, authorize the transfer of \$52,920.00 from 304-1009-00-8420 to 304-1178-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

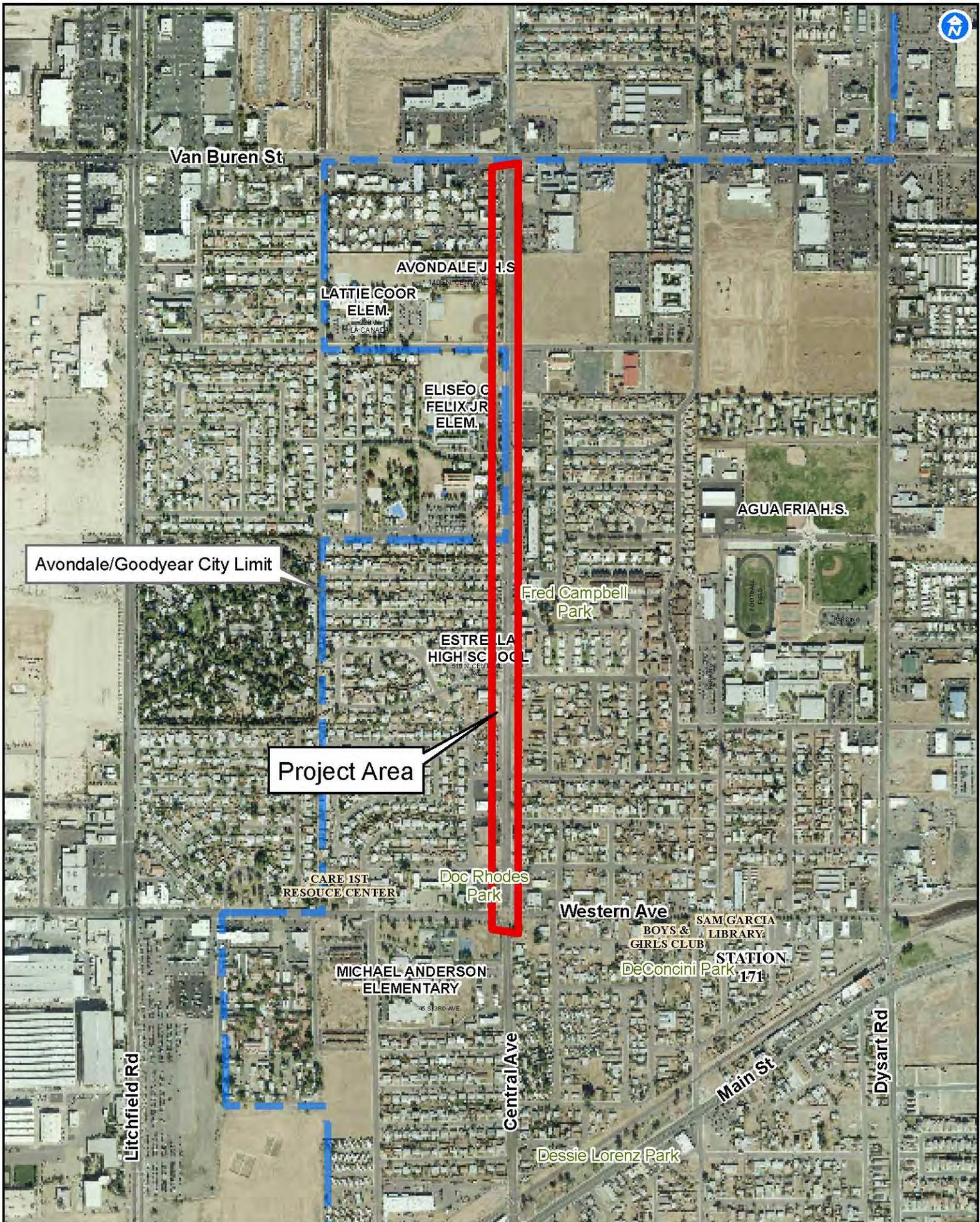
[PSA](#)

[Vicinity Map](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31520>



Van Buren St

AVONDALE J.H.S.

LATTIE COOR
ELEM.
LA CANADA

ELISEO G.
FELIX JR.
ELEM.

AGUA FRIA H.S.

Avondale/Goodyear City Limit

Fred Campbell
Park

ESTRELLA
HIGH SCHOOL

Project Area

CARE 1ST
RESOURCE CENTER

Doc Rhodes
Park

Western Ave

SAM GARCIA
BOYS &
GIRLS CLUB
LIBRARY

DeConcini Park
STATION
171

MICHAEL ANDERSON
ELEMENTARY
45 S 1300 AVE

Litchfield Rd

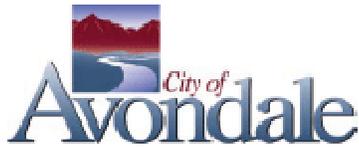
Central Ave

Main St

Dysart Rd

Dessie Lorenz Park

Central Ave - Van Buren to Western



CITY COUNCIL REPORT

SUBJECT:

Third Amendment to Financial Assistance Agreement - Care1st Healthplan Arizona, Inc.

MEETING DATE:

February 4, 2013

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director, 623.333.2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the third amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. (Care1st) to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2008, the City entered into an agreement with Care1st Health Plan Arizona to operate a resource center under its financial sponsorship. The former Old Town Library building was available and with relatively minor renovations was converted into a resource and housing center. The Care1st Avondale Resource and Housing Center serves as a hub for non-profit agencies, to provide their services to residents of Avondale and the Southwest Valley. The annex to this building was converted to a community meeting room which can seat up to 80 persons and has audio-video equipment available for community use.

With continued funding from Care1st, Avondale staff will continue to identify needed human and housing services and continue to recruit agencies which provide these services. Creation of the resource center has complemented the revitalization efforts in Historic Avondale and has attracted other human services funding, specifically from First Things First.

In 2012, Care1st Health Plan Arizona provided funding to replace the aging air conditioning system and has agreed to participate in funding roof replacement for the building.

DISCUSSION:

The resource center is managed by staff of the Neighborhood and Family Services Department. Following is the division of responsibilities for the resource center that are detailed in the agreement.

The City of Avondale will provide the following:

- Use of the building at 328 W. Western Avenue;
- Use of the furniture currently in the building;
- Identification and recruitment of human service and housing service providers to be located in the resource center;
- Management of the resource center facility, operations, and staff;
- Daily oversight of Care1st support staff who are assigned to the resource center;
- Fiscal oversight of the resource center.

Funding from Care1st will:

- Support the salary of the Resource Center Coordinator who is a City employee and is responsible for the day to day center operation;
- Janitorial services and supplies;
- Facility and grounds maintenance including upkeep of the interior garden;
- General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities.

Care1st will provide:

- Annual operating funding for the resource center for the period of January 2013 through December 2013;
- A support staff member, who will be a Care1st employee, who will serve in a reception/clerical capacity and who will be supervised by the Resource Center Coordinator.

Joint City of Avondale and Care1st Responsibilities:

- Work together to provide a comprehensive marketing plan to create awareness by residents in the Southwest Valley of the services provided in the resource center;
- Work together to provide an evaluation plan which will provide both Care1st and the City with accurate, timely, and comprehensive evaluation data.

At the end of the agreement period Care1st may choose to withdraw from the venture and take any equipment/furniture they directly purchased. The City may also choose to withdraw from the venture. The agreement may be also be extended. Continuation of this partnership beyond this contract period is dependent upon the continuation of Care1st as a provider under the Arizona Health Care Cost Containment System (AHCCCS). The State of Arizona has opened a Request for Proposals for providers. Should Care1st not receive a new agreement, the remainder of the current calendar year would provide sufficient time to either identify a new sponsor, transition costs to other grant funding or implement other options.

BUDGETARY IMPACT:

No General Funds are being requested for this venture. Care1st will provide the operations costs which are approximately \$12,219 per month.

RECOMMENDATION:

Staff recommends that the City Council approve the third amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Agreement](#)

**THIRD AMENDMENT
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.**

THIS THIRD AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT (this "Third Amendment") is made as of January 22, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the "Provider"). The City and Provider are also referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City and Provider entered into a Financial Assistance Agreement dated November 3, 2008, as amended by that certain First Amendment dated December 13, 2010 and Second Amendment dated January 9, 2012 (collectively the "Agreement") to establish the Resource Center at the Facility to provide the Services to residents of the southwestern valley region. Capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.

B. The City has determined that additional financial assistance is necessary to continue the Services, operate the Resource Center, and improve and maintain the Facility for an additional year (the "Continued Services").

C. The City and the Provider desire to enter into this Third Amendment to renew the Agreement for an additional year and to provide for additional funding for the Continued Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended through December 31, 2013 (the "Renewal Term"). The Parties may renew this Third Amendment and the Agreement for successive additional time periods at any time prior to the expiration of the Renewal Term by written amendment.

2. Compensation. The Provider shall provide additional funding to the City in the amount of \$146,620.72 to enable the City to provide the Continued Services (the "Additional

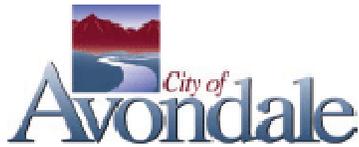
Funding”). Provider shall pay one half of the Additional Funding to the City on January 1, 2013. Provider shall pay the remaining half of the Additional Funding to the City on June 1, 2013.

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

4. Non-Default. By executing this Third Amendment, each Party affirmatively asserts that the other Party is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement. Additionally, the Provider affirmatively asserts that any and all claims, known or unknown, related to the Agreement and existing on or before the date of this Third Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]



CITY COUNCIL REPORT

SUBJECT:

Resolution 3091-213 – Intergovernmental Agreement with City of Goodyear for Construction Inspection Services

MEETING DATE:

February 4, 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 (Avondale) and City of Goodyear (Goodyear) for the purpose of providing construction inspection services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Staff from the City of Avondale and City of Goodyear met to discuss the prospect of Goodyear providing construction inspection related services for Avondale. Goodyear has agreed to provide these services for Avondale. The purpose of the IGA is to define the rights and responsibilities of the respective cities.

DISCUSSION:

The City of Goodyear has agreed to provide a sufficient number of experienced personnel, capable of and devoted to the successful completion of construction related street and utility inspections during the hours of 5:30 a.m. to 3:00 p.m., Monday - Friday, excluding holidays. Goodyear will also keep an accurate record of the inspections performed and will provide Avondale with daily inspection logs and testing information on a weekly basis. The City of Avondale will provide Goodyear with maps, construction plans, specifications, and schedules for assigned projects and all other documents required for Goodyear to complete the inspections. Avondale staff shall also provide Goodyear with Avondale's construction standards and if required, train Goodyear staff on Avondale-specific construction standards. In addition, Avondale staff and Goodyear staff will work together to coordinate inspections and establish an on-call response procedure.

BUDGETARY IMPACT:

Upon receipt of an invoice from Goodyear, Avondale will reimburse Goodyear for the services provided at the rates agreed upon in the IGA. Funding for construction related inspection services is available in the respective Capital Improvement Program (CIP) or development project line item.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and City of Goodyear for the purpose of providing construction inspection services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Resolution 3091-213](#)

RESOLUTION NO. 3091-213

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO CONSTRUCTION INSPECTION SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Goodyear relating to construction inspection services (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 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, February 4, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3091-213

(Agreement)

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF GOODYEAR
FOR
CONSTRUCTION INSPECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made as of February 4, 2013, between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Goodyear, an Arizona municipal corporation (“Goodyear”). Avondale and Goodyear are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Avondale desires to have Goodyear perform horizontal construction related inspection services for Avondale and Goodyear has agreed to provide trained and qualified personnel to inspect street and utility construction projects in Avondale.

B. Avondale is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952 and Article I, Section 3 of the Avondale City Charter.

C. Goodyear is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952 and Article I, Section 2 of the Goodyear City Charter.

D. Avondale and Goodyear desire to enter into this Agreement to establish the Parties’ rights and responsibilities with respect to Goodyear providing Avondale with the services described in Subsection 1.4 below.

AGREEMENT

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

1. Definitions.

1.1 “After Hours” means the hours outside of Regular Inspection Hours.

1.2 “Inspector” means a City of Goodyear Construction Inspector II or the equivalent.

1.3 “Regular Hours” means the prevailing Goodyear inspection hours; currently Monday through Friday from 5:30 a.m. to 3:00 p.m., excluding holidays.

1.4. “Services” means collectively, the horizontal construction related street and utility inspections (the “Inspections”) and other related services, including travel to and from job sites, attending pre-construction meetings, providing inspection reports, coordinating required testing, and other services that are typically performed by an inspector.

2. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2014 (the “Initial Term”), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a “Renewal Term”) if (i) each Party deems the Agreement to be in the best interests of such Party, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, either Party requests, in writing, to extend the Agreement for an additional one-year term and (iii) each Party approves the additional one-year term in writing (including any cost adjustments approved as part of this Agreement), as evidenced by the signature thereon of each Party’s City Manager, which approval may be withheld by either Party for any reason. Either Party’s failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that either Party may, with the agreement of the other Party, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. Goodyear Obligations. Goodyear shall:

3.1 Coordination and Management. Authorize its City Engineer or his authorized designee to coordinate with the Avondale Assistant City Engineer and Avondale Construction Manager to perform the Services. Goodyear will use good faith efforts to schedule Services during Regular Hours, with understanding that Goodyear inspections take priority and may result in Services taking place After Hours. In such cases, After Hour fees will apply. Both Parties shall collectively establish the procedures for the Services.

3.2 Personnel. Provide Inspector(s) to perform Services for Avondale as provided in this Agreement.

3.3 Budget. Maintain an account of personnel hours expended for the Services provided pursuant to this Agreement.

3.4 Recordkeeping. Keep an accurate account of the Services performed under this Agreement and provide Avondale with inspection logs and testing information on a weekly basis. Provide Avondale with an accurate invoice on or before the 15th of each month. All invoices shall document and itemize all Services performed since the last invoice. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

4. Avondale Obligations. Avondale shall:

4.1 Construction Plans and Specifications. Provide Goodyear with maps, construction plans, specifications, construction schedules for assigned projects and all other documents required for Goodyear to complete the Services.

4.2 Budget. Maintain a budget to pay Goodyear for the Services provided under this Agreement, subject to subsection 13.3 below.

4.3 Standards; Training. Provide Goodyear with Avondale's construction standards and, if required, train Goodyear Inspector(s) on Avondale-specific construction standards.

4.4 Reimbursement of Costs. Reimburse Goodyear for the Services at the rates as set forth in Section 5 below.

5. Rates.

5.1 Regular Hourly Rates. Avondale shall pay Goodyear a rate of \$63.57 per hour for personnel time, overhead, and vehicle usage for Services conducted during Regular Hours.

5.2 After Hours Rate. Avondale shall pay Goodyear a rate of \$79.25 per hour for personnel time, overhead, and vehicle usage for Services conducted during After Hours.

6. Compensation. For the Initial Term, Avondale shall pay Goodyear an amount not to exceed \$100,000.00 for the Services at the unit rates as set forth in Section 5 above. Thereafter, for each subsequent Renewal Term, if any, Avondale shall pay Goodyear an annual aggregate amount not to exceed \$100,000.00 for the Services at the unit rates as set forth in Section 5 above. The maximum aggregate amount for this Agreement shall not exceed \$300,000.00.

7. Payments. Avondale shall pay Goodyear monthly, based upon work performed and completed to date, and upon submission and approval of invoices.

8. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

9. Oversight; Acceptance. All Services shall be subject to oversight and acceptance by Avondale at reasonable times during Goodyear's performance.

10. Materials. Avondale has no obligation to provide tools, equipment or materials to Goodyear, except as otherwise provided in this Agreement.

11. Performance Warranty. Goodyear warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards normally

employed by an Inspector conducting inspections on behalf of the City of Goodyear.

12. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

13. Termination; Cancellation.

13.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 60 days' written notice to the other Party.

13.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

13.3 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds or the incurring of expenses by Avondale or Goodyear shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the City Council of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and each shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. Goodyear acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Avondale, except as provided in Section 14.13 below. Goodyear, its employees and subcontractors are not entitled to workers' compensation benefits from Avondale. Avondale does not have the authority to supervise or control the actual work of Goodyear, its employees or subcontractors. Goodyear, and not Avondale, shall determine the time of its performance of the Services provided under this Agreement so long as Goodyear meets the requirements set forth herein. Avondale and Goodyear do not intend to nor will they combine business operations under this Agreement. Goodyear is advised that taxes or Social Security payments will not be withheld from any Avondale payment issued hereunder and Goodyear agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in

Maricopa County, Arizona.

14.3 Laws and Regulations. Both Parties shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Parties are responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards. Avondale shall notify the Goodyear City Engineer of any changes to any Avondale ordinance, standard, regulation or other requirements which may affect the Services conducted by the Inspector(s).

14.4 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Avondale and Goodyear. Any attempt at oral modification of this Agreement shall be void and of no effect.

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

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

14.7 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by the City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by the City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

14.8 Subcontracts. Goodyear shall not enter into any subcontract with any other party to furnish any of the Services specified herein without the prior written approval of Avondale.

14.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by Avondale of any existing or future right and/or remedy

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

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

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

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

14.15 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

15. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

16. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If either Party

determines that the other Party submitted a false certification, the Party making such determination may impose remedies as provided by law including terminating this Agreement.

17. Indemnification. Unless federal or state law prohibits such indemnification, each Party shall indemnify, defend and hold harmless the other Party and each council member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the other Party, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement, provided, however, with respect to the performance of the Inspections by Goodyear, Avondale shall indemnify Goodyear for, from and against any and all Claims, insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions in connection with the work or services of Goodyear in performance of the Inspections. The indemnification provided hereunder shall not extend to Claims arising out of, or recovered under Arizona Worker’s Compensation Law or the failure of Goodyear to conform to any applicable and appropriate federal, state or local law, statute, ordinance, rule, regulation or court decree. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signature set forth below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Brian Dalke, City Manager

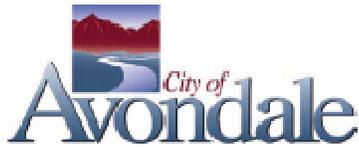
ATTEST:

Maureen Scott, City Clerk

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

Andrew J. McGuire
Avondale City Attorney

Roric Massey
Goodyear City Attorney



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1509-213 - Authorizing the Acquisition of Real Property for Public Use and Contract for Purchase and Sale

MEETING DATE:

February 4, 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 the City Council adopt an ordinance authorizing the acquisition of real property for public use and approve a contract for purchase and sale with Lennar Arizona, Inc. for the property located in the Desert Springs Village subdivision for the amount of \$180,000 and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On November 19, 2012, City Council approved by resolution a Development Agreement (Agreement) with Lennar Arizona, Inc. and Desert Springs Village Homeowners Association. The Agreement allows the City to acquire 12 vacant lots and portions of two (2) landscaping tracts within the Desert Springs Village subdivision located at the northwest corner of 119th Avenue and Van Buren Street. This property acquisition is necessary to facilitate the development of drainage facilities along Van Buren Street at 120th Avenue by the Flood Control District of Maricopa County.

DISCUSSION:

The City intends to construct a drainage conveyance channel that will allow for the eventual development of the western portion of City Center at an urban density as desired by the City Center Specific Plan (CCSP). In accordance with the adopted CCSP, development is to take on an urban form reminiscent of a traditional downtown. In order to successfully achieve that desired form, development will be required to be served by structured parking and will be restricted from providing deep landscaped setback areas that typically serve the purpose of detaining storm water. So as to allow the City Center to develop, the portion west of Avondale Boulevard, the City has developed a plan to convey storm water from the City Center to the Agua Fria River via a proposed conveyance channel running parallel to the north side of Van Buren Street. Initial design concepts for the channel require an approximate 200' wide path to accommodate the channel, which will be fully multi-use pedestrian, bicycle and landscaped recreational amenity for the community.

The Desert Springs Village subdivision configuration would prevent construction of the conveyance channel. Currently, there are 12 lots and portions of two (2) landscape tracts that are located within the area required to build the channel. The Purchase and Sale of Land Agreement will allow the City to acquire the 12 lots and portions of two (2) tracts for the cost of \$180,000, a cost determined to be below market value.

BUDGETARY IMPACT:

Funding in the amount of \$180,000 for the purchase of 12 lots and portions of two (2) tracts located in the Desert Springs Village subdivision is available in CIP Street Fund Line Item 304-1286-00-8420, Van Buren Drainage Channel.

RECOMMENDATION:

Staff is requesting the City Council adopt an ordinance authorizing the acquisition of real property for public use and a contract for purchase and sale with Lennar Arizona, Inc. for the property located in the Desert Springs Village subdivision for the amount of \$180,000 and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Click to download

[Ordinance 1509-213](#)

[Purchase and Sale Agreement](#)

ORDINANCE NO. 1509-213

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City has identified the need to acquire real property along Van Buren Street for the purpose of future flood control improvements (the “Future Project”); and

WHEREAS, the City has negotiated the purchase of Tract O of the Replat of a portion of Desert Springs Village (“Tract O”) according to the plat of record in the Office of the Maricopa County, Arizona Recorder, in Book 1136 of Maps, Page 42, MCR No. 2013-0084545, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the “Subdivision”) for a below-appraisal price; and

WHEREAS, Lennar Arizona, Inc., an Arizona corporation, and Desert Springs Village Homeowners Association, an Arizona non-profit corporation, dedicated in fee Tracts A2 and L2 of the Subdivision (the “HOA Tracts”) to the City for use with the Future Project; and

WHEREAS, the City Council desires to authorize (i) the acquisition of Tract O and (ii) the acceptance of the dedication of the HOA Tracts.

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

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

SECTION 2. The purchase of real property totaling \pm .945 acres, generally located along Van Buren Street East of 119th Avenue, referred to as Tract O of the Subdivision, is hereby authorized.

SECTION 3. The dedication of Tracts A2 and L2 is hereby accepted.

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

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1509-213

[Legal Description and Map]

See following pages.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31540>

**CONTRACT FOR PURCHASE AND SALE OF LAND
AND ESCROW INSTRUCTIONS**

This Contract for Purchase and Sale of Land and Escrow Instructions (the "**Agreement**") by and between **LENNAR ARIZONA, INC.**, an Arizona corporation ("**Seller**"), and the **CITY OF AVONDALE**, an Arizona municipal corporation ("**Buyer**") (individually a "**Party**" and collectively the "**Parties**"), is dated for identification as of December 13, 2012.

RECITALS:

A. Seller and Buyer entered into that certain Development Agreement, dated November 26, 2012 (the "**Development Agreement**"), among Buyer, Seller and the Desert Springs Village Homeowners Association wherein the parties thereto agreed to make certain conveyances of real property to facilitate the development of drainage facilities along Van Buren Street at 120th Avenue by the Flood Control District of Maricopa County, a substantial portion of which facilities affect the Property that is the subject of this Agreement.

B. Seller and Buyer are entering into this Agreement in furtherance of the terms and conditions of the Development Agreement.

AGREEMENT:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth in the foregoing recitals which are incorporated herein by reference, the parties covenant and agree as follow:

1. SALE AND PURCHASE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the property located in the Desert Springs Village subdivision in the City of Avondale, Maricopa County, Arizona, more particularly described on **Exhibit "A"** attached hereto and by reference incorporated herein, together with all rights whatsoever, including water, oil, gas and mineral rights, privileges, easements, and interests, if any, appurtenant thereto (the "**Property**"), subject to the terms and conditions of this Agreement.

2. PURCHASE PRICE. The purchase price (the "**Purchase Price**") for the Property is One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00). The Purchase Price shall be deposited into Escrow (as hereinafter defined) by Buyer on or before the Closing Date (as hereinafter defined), in cash, by certified funds or by wire transfer of immediately available funds. The Purchase Price shall be disbursed to or for the benefit of Seller at Closing.

3. CLOSING DATE; PLACE OF CLOSING. For all purposes herein, the "**Closing**" or "**Closing Date**" shall occur on or before February 15, 2013. Unless otherwise agreed on in writing, Closing shall be held at the offices of Alix Graham at North American Title Company ("**North American**"), 3200 East Camelback Road, Ste. 150, Phoenix, Arizona 85016 ("**Escrow Agent**").

4. OPENING OF ESCROW. The "**Opening of Escrow**" shall be the date inserted by Escrow Agent in the blank following Escrow Agent's signature on this Agreement, which Escrow Agent shall insert when Escrow Agent has received a fully-executed original of this Agreement signed by Seller and Buyer (or counterparts of this Agreement which, when taken together, include signatures on behalf of Seller and Buyer). Escrow Agent agrees to cause its underwriter, First American Title Insurance Company, a California corporation, to prepare and deliver Closing Protection letters to Buyer and Seller promptly after the Opening of Escrow.

5. TITLE COMMITMENT AND POLICY.

(a) Commitment. Seller shall cause Escrow Agent to deliver (which may be done by access to an online portal) to Buyer a commitment for an ALTA standard coverage owner's policy of title insurance covering the Property issued by First American Title Insurance Company (the "**Title Company**") together with legible copies of all documents referenced therein (the "**Commitment**") by which Commitment the Title Company shall agree to issue to Buyer, upon recording the Deed (as hereinafter defined) for the Property, a standard coverage owner's ALTA (2006 form) policy of title insurance in the amount of the Purchase Price without exception for any matters other than: (i) current taxes; (ii) applicable universally imposed zoning and governmental regulations; (iii) the standard exclusions set forth on the policy jacket; and (iv) liens, easements, restrictions and other matters of record including those set forth on **Exhibit "B"** attached hereto and incorporated herein by reference (collectively, the "**Permitted Exceptions**").

(b) Premiums. At Closing Seller shall pay the premium for a standard coverage owner's policy of title insurance in the amount of the Purchase Price. If Buyer chooses to obtain an ALTA extended coverage policy of title insurance, Buyer shall pay the incremental premium incident to the extended coverage owner's policy of title insurance. In addition, it shall be the obligation of Buyer, at its expense, to comply with any and all additional requirements, including, but not limited to survey requirements, which may be imposed by the Title Company in connection with the issuance of an extended coverage policy and endorsements requested by Buyer. Seller has no duty to satisfy any requirements for an ALTA extended coverage policy of title insurance.

(c) Withdrawal of Property from CCR's. The Property is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Desert Springs Village recorded on August 31, 2006, at Maricopa County Recorder's No. 2006-1162272 (the "**Declaration**"). Seller is or will become the Declarant under the Declaration. Seller, on or before the Closing, shall cause a supplemental declaration of withdrawal to be recorded withdrawing the Property from the Declaration in accordance with Section 2.3 of the Declaration ("**Supplemental Declaration**").

6. CLOSING PROCEDURES. Buyer and Seller shall close on the Property subject to the closing procedures of this Agreement.

(a) Conveyance. Seller shall convey the Property to Buyer by special warranty deed (the "**Deed**") the form of which is attached hereto as **Exhibit "C."**

(b) Costs of Sale.

(i) Costs of Recording. The recording costs shall be borne by Buyer.

(ii) Real Estate Taxes and Assessments. Ad valorem real property taxes and improvement, general, special and improvement district assessments pertaining to the Property will be prorated at and as of the Closing with Seller to pay or be debited for at Closing all real property taxes and assessments due prior to the Closing Date. If real property taxes are not known for the 2013 calendar year as of the Closing Date, the most recently available tax figures will be used to prorate for Closing.

(iii) Owner Association Assessments. Assessments due and payable to any community or homeowners association with jurisdiction over the Property as of the Closing shall be paid by Seller.

(iv) Escrow Fees. Escrow fees will be split equally between Buyer and Seller.

(c) Seller's Closing Documents. Seller shall execute, acknowledge (as applicable) and deliver into Escrow on or before the Closing Date the following items:

(i) the Deed duly executed in form for recordation;

(ii) a non-foreign affidavit in the form attached as **Exhibit "D"** hereto;

(iii) proof of authority subject to the reasonable approval of the Title Company; and

(iv) such further documents as may reasonably be required to consummate the transaction evidenced by this Agreement.

(d) Buyer's Closing Documents. Buyer shall execute, acknowledge (as applicable) and deliver into Escrow on or before the Closing Date the following items:

(i) proof of authority subject to the reasonable approval of the Title Company; and

(ii) such further documents as may reasonably be required to consummate the transaction evidenced by this Agreement.

(e) Recording. The Supplemental Declaration and the Deed shall be recorded in the official records of the Recorder's Office for Maricopa County, Arizona, in that order, without the recordation of intervening matters, at the Closing.

7. BUYER'S DEFAULT. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not be in default hereunder and Seller shall not be entitled to exercise any remedies unless within three (3) days after Buyer's receipt of written notice (a) Buyer fails to cure the breach of any obligation of Buyer under this Agreement that is set forth in

such notice or (b) Buyer fails to complete its purchase of the Property. If any such breach continues beyond such cure period, Seller shall be entitled to exercise all legal and equitable remedies available to Seller.

8. SELLER'S DEFAULT. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be in default hereunder and Buyer shall not be entitled to exercise any remedies unless within three (3) days after the Seller's receipt of written notice Seller fails to cure the breach of Seller under this Agreement that is set forth in such notice. If any such breach continues beyond such cure period, Buyer shall be entitled to exercise all legal and equitable remedies available to Buyer.

9. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller that:

(a) Buyer is duly organized, existing and in good standing under the laws of Arizona.

(b) Buyer represents that it has capacity to enter into this Agreement and that the person signing below on behalf of Buyer is duly authorized to execute this Agreement and to bind the Party for which the person is signing.

(c) To Buyer's actual knowledge, without investigation, neither Buyer, nor any of its affiliates, their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, managers, representatives or agents, (i) is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Real Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, or (ii) is a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined). No Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law. Buyer also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Buyer is or shall be listed on any of the lists or is or shall be an Embargoed Person. This Section shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity. As used in this Agreement, "**U.S. Publicly-Traded Entity**" means a Person (other than an individual) whose securities are listed

on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Buyer that:

(a) Seller is duly organized, existing and in good standing under the laws of the State of Arizona and has not filed, voluntarily or involuntarily, for bankruptcy relief within the last six (6) months under the laws of the United States Bankruptcy Code nor has any petition for bankruptcy or receivership been filed against Seller within the last year.

(b) Seller has taken all necessary action to authorize the transaction contemplated by this Agreement and its execution and delivery of this Agreement and all documents required herein and its performance hereunder.

(c) Seller is not a "Foreign Person" as such term is defined under § 1445 of the Code (as hereinafter defined).

(d) To Seller's knowledge, neither Seller, nor any of its affiliates, their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, managers, representatives or agents, (i) is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Real Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, or (ii) is a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined). No Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). Seller has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Seller is in violation of law. Seller also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Seller is or shall be listed on any of the lists or is or shall be an Embargoed Person. This Section shall not apply to any person to the extent that such person's interest in Seller is through a U.S. Publicly-Traded Entity. As used in this Agreement, "**U.S. Publicly-Traded Entity**" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

11. AS-IS. Buyer acknowledges and agrees that, other than the representations and warranties expressly stated above in this Agreement and in any document executed by Seller pursuant to this Agreement (collectively, the "**Express Representations**"), Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Property, including, without limiting the generality of the foregoing, (a) the value, nature, quality, or condition of any of the Property, including, without limitation, the water, soil, and geology, (b) the income to be derived from any of the Property, (c) the suitability of any of the Property for any and all activities and uses that Buyer may conduct thereon, (d) the compliance of or by any of the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of any of the Property, (f) the manner or quality of the construction or materials, if any, incorporated into any of the Property, (g) the manner, quality, state of repair, or lack of repair of any of the Property, (h) compliance with any environmental protection, pollution, land use, zoning, development, or regional impact laws, rules, regulations, orders, or requirements, including the existence in or on any of the Property of Hazardous Materials, (i) the sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents, or (j) any other matter with respect to the Property. Buyer further acknowledges and agrees that, except for the Express Representations, Buyer is relying entirely on Buyer's own investigations and examinations of the Property. Buyer acknowledges that it has performed, or prior to the Closing will perform, any and all inspections Buyer deems necessary or appropriate for Buyer to be satisfied with the acceptability of the purchase and sale and other transactions contemplated by this Agreement. Buyer further acknowledges that any information provided or made available to Buyer by Seller, or its officers, employees, agents, brokers, representatives, or others, was obtained from a variety of sources and that Seller has not made any independent verification of such information and, except for the Express Representations, makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available solely as a courtesy, and that Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to Buyer's decision to consummate the Assignment. Seller is not liable or bound in any manner by any verbal or written statements (except for written statements of Seller prepared by Seller), representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person or entity. Buyer acknowledges that, except for the Express Representations, the purchase of the Property is on an "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" basis without any implied warranties, and upon consummating any such purchase, Buyer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Materials and any of the Property acquired by Buyer. By executing this Agreement, Buyer hereby gives Seller, as a material inducement for Seller to enter into this Agreement, a full release of Seller, its shareholders, officers, directors, managers, members, employees, agents, affiliates, and representatives, for and from any and all claims or causes of action Buyer may have now or in the future based upon the condition of the Property, and/or all other matters pertaining thereto, except for claims and causes of action arising from the breach of the Express Representations. The provisions of this paragraph shall survive the consummation of any purchase and sale hereunder and not merge with the conveyance documents therefor.

12. CAPTIONS. The captions contained herein are for convenience only and are not a part of this Agreement.

13. ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, and all other documents executed by the Parties pursuant to this Agreement after the Opening of Escrow and before the Closing occurs, and the Development Agreement contain the entire agreement between Seller and Buyer and all other representations, negotiations and agreements, written and oral, including any letters of intent (but excluding the Development Agreement) which pre-date the Opening of Escrow with respect to the Property or any portion thereof are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all Parties hereto.

14. ASSIGNMENT. Neither Party shall be entitled to assign this Agreement or any of the Party's respective rights or obligations hereunder without the prior, written consent of the other Party.

15. APPLICABLE LAW. This Agreement shall be construed by and controlled under the laws of the State of Arizona. The Parties consent and submit to the nonexclusive jurisdiction of the courts of the State of Arizona and the United States District Court for the District of Arizona, to be venued in Phoenix, Maricopa County, Arizona, concerning any action or proceeding arising under this Agreement.

16. PARTIAL INVALIDITY. In the event that any paragraph or portion of the Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

17. CONSTRUCTION OF AGREEMENT. All Parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all Parties and their respective counsel. Accordingly, all Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any Party hereto based on authorship.

18. COUNTERPARTS. This Agreement may be executed and delivered in multiple counterparts, and each counterpart so delivered that bears the original or a facsimile signature of a Party hereto or a photocopy of an original document that bears a signature of a Party that is transmitted by email shall be binding as to such Party. A photocopy of this Agreement, as signed by a Party, which is transmitted either by facsimile or by email, shall be deemed to be a counterpart original copy of this Agreement executed by such Party, and shall be binding on such Party when transmitted by facsimile or email.

19. PARTIES. Subject to the limitations on assignment expressly set forth in this Agreement, the rights and obligations hereunder shall be binding on and inure to the benefit of Seller and Buyer, their legal representatives, successors, and assigns (where assignment is permitted). The use of any gender shall be deemed to refer to the appropriate gender, whether

masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

20. TIME. Time is of the essence of this Agreement.

21. NOTICES. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, facsimile transmission, overnight courier, or deposit in the United States mail, first class, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at the address set forth below. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by facsimile on a business day before 5:00 p.m. (Phoenix local time); (c) upon the next business day following transmission if transmitted by facsimile on a day which is not a business day or if transmitted after 5:00 p.m. (Phoenix local time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three (3) days following deposit in the mail, if given by mail. The Parties may, from time to time, designate a different address by written notice given in the manner provided for above, not less than five (5) days prior to the effective date of the change. The Parties' addresses for notice are as follows

If to Seller:

Lennar Arizona, Inc.
1725 West Greentree Drive, Suite 114
Tempe, Arizona 85284-2709
Attn: Alan M. Jones
Fax: (480) 777-4696

With copies to:

Lennar Corporation
25 Enterprise
Aliso Viejo, California 92656-2601
Attn: Melanie McCall Houk
Fax: (949) 349-8037

and

Sherman & Howard LLC
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Attn: Azim Q. Hameed
Fax: (602) 240-6600

If to Buyer:

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

With a copy to:

Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire
Fax: (602) 254-4878

If to Escrow Agent:

North American Title Company
3200 East Camelback Road, Ste. 150
Phoenix, Arizona 85016
Attn: Alix Graham
Fax No.: (866) 488-1907

Any notice to be given by any Party hereto may be given by legal counsel for such Party. Counsel for the Parties may give simultaneous notice hereunder to the opposing Party and its counsel. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

22. ATTORNEYS' FEES. In the event litigation is commenced by either Party to enforce the terms of this Agreement, the prevailing Party of such action shall, in addition to all other relief granted or awarded, be entitled to judgment for reasonable attorneys' fees incurred by reason of such litigation, and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels. For the purpose of this paragraph, the term "**prevailing Party**" shall mean, in the case of the claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant, as determined by the court.

23. INSURANCE, RISK OF LOSS AND CONDEMNATION. Insurance, if any, shall be canceled as of Closing. In the event of any material damage to or condemnation of the Property before the Closing, Buyer does not have the right to terminate this Agreement.

24. WAIVER OF BREACH. The failure of any Party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision,

nor in any way to affect the validity of all or any part of this Agreement or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

25. BROKER'S COMMISSIONS. Each Party warrants and represents to the other that no real estate broker was involved in this transaction and no real estate sales or brokerage commissions, or finder's fees, are or may be due in connection with this transaction as a result of the act of the Party so warranting. Seller shall indemnify, defend and hold Buyer harmless for, from and against any and all claims, actions and liabilities with respect to any claimed rights by third parties to real estate or brokerage commissions, or finder's fees, in connection with Seller's acts with respect to the transaction provided for herein. To the extent permitted by law, Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all claims, actions and liabilities with respect to any claimed rights by third parties to real estate or brokerage commissions or finder's fees, in connection with Buyer's acts with respect to the transaction provided for herein. Buyer hereby acknowledges that it has been informed that Seller or certain principals or employees of Seller hold an Arizona real estate license, but that no such principals or employees shall be due real estate sales or brokerage commissions or finder's fees in connection with this transaction.

26. POSSESSION. Possession of the Property shall be delivered to Buyer at the Closing.

27. FURTHER INSTRUMENTS. Each Party, promptly on the request of the other or on the request of the Escrow Agent, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

28. TIME PERIODS. In the event the time for performance of any obligation hereunder expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. References to "**business days**" in this Agreement shall mean all calendar days except Saturdays, Sundays and holidays recognized or imposed by the United States Federal Government or by the State of Arizona.

29. FACSIMILE OR EMAIL ACCEPTANCE. The Parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Agreement, by transmitting a signed copy of the signature page hereof, by facsimile or email, to Escrow Agent and the other Party hereto (including the persons entitled to copies of notices to such other Party pursuant to the Agreement). Notwithstanding any such faxing or emailing of signed copies of the signature page hereof, such Party shall cause Escrow Agent to receive at least one original signed copy of this entire Agreement within two (2) business days of its transmission of such facsimile or email. If only one signed copy of this Agreement is so delivered to Escrow Agent by either Party hereto, such original signed document shall be distributed to the other Party at such other Party's direction.

30. ESCROW INSTRUCTIONS. This Agreement shall also constitute escrow instructions from Seller and Buyer to Escrow Agent concerning this Agreement, the Property and the escrow that is established by this Agreement (the "**Escrow**"). Seller and Buyer will deliver to Escrow Agent all documents and do or cause to be done all other things necessary, in the reasonable judgment of Escrow Agent, to enable it to comply in good faith with its obligations under this Agreement. Escrow Agent shall perform its duties faithfully, timely and in good faith according to the provisions set forth in this Agreement and at law relative to duties and obligations imposed on escrow agents. In the event any conflicting demand is made upon Escrow Agent concerning this Agreement, Seller and Buyer authorize Escrow Agent, at its election, to interplead any money and documents deposited with Escrow Agent with a court of competent jurisdiction to determine the rights of Seller and Buyer. Escrow Agent's deposit of documents and funds with such court, after deducting its fee (if not previously collected by Escrow Agent), shall relieve Escrow Agent of all liability and responsibility with respect to the funds deposited with such court and Escrow Agent's acts occurring after the date of such deposit, but shall not relieve Escrow Agent of any liability or responsibility incurred before such date of deposit with the court. Seller and Buyer shall, to the extent permitted by law, indemnify, defend and hold harmless Escrow Agent and Escrow Agent's shareholders, directors, officers, employees, agents, attorneys, successors and assigns, against all claims, pauses of action, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which Escrow Agent may incur or sustain in connection with this Agreement or any court action arising therefrom and shall pay the same upon demand; provided, however, that such indemnity shall not extend to any costs, damages, attorneys' fees, expenses or liabilities incurred by Escrow Agent as a result of (i) Escrow Agent's breach or default in the performance of any covenant, agreement or obligation to be performed by Escrow Agent set forth in this Agreement or (ii) Escrow Agent's gross negligence. The foregoing indemnity shall survive any termination of this Agreement, the Closing and the recording of the Deed. Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045 (e) (2) (A) of the Internal Revenue Code of 1986 (the "**Code**"), will file all necessary information reports, returns, and statements (collectively, the "**Tax Reports**") regarding the transaction required by the Code including, but not limited to, the Tax Reports required pursuant to Section 6045 of the Code. Further, Escrow Agent agrees to indemnify, defend and hold Buyer, Seller, and their respective attorneys and the Broker harmless from and against any claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Tax Reports required to be filed pursuant to this paragraph.

31. STORM WATER OBLIGATIONS. From and after the Closing, Seller will have no responsibility for any storm water-related obligations in the Property including, but not limited to, complying with any Storm Water Pollution Prevention Plan ("**SWPPP**") or performing any storm- water related activities in the Property. Buyer shall be solely responsible for filing its own Notice of Intent ("**NOI**"), preparing and complying with its own SWPPP, maintaining all required best management practices ("**BMPs**"), and conducting and documenting all required inspections. Buyer shall also comply with all local, state and federal environmental obligations (including storm water and dust control) associated with its ownership or development of the Property. Such obligations include, without limitation, (i) preparing and timely filing an NOI, (ii) preparing, maintaining and complying with a proper SWPPP, (iii) maintaining all required BMPs, and (iv) conducting and documenting all required inspections.

32. CONDITION SUBSEQUENT. This Agreement shall automatically terminate and be of no further force or effect in which event each Party hereto shall be relieved of all rights and responsibilities to the other Party under this Agreement if the Development Agreement terminates in accordance with Section 12.27 of the Development Agreement.

33. EXHIBITS AND SCHEDULES. The following exhibits and schedules are attached to this Agreement and are incorporated by reference herein:

- (a) **Exhibit "A"** Legal Description of the Property
- (b) **Exhibit "B"** Schedule B Title Exceptions
- (c) **Exhibit "C"** Special Warranty Deed
- (d) **Exhibit "D"** Form of Non-Foreign Affidavit

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

SELLER:

LENNAR ARIZONA, INC., an Arizona corporation

By: _____

Its: _____

Date Signed: _____

BUYER:

CITY OF AVONDALE, an Arizona municipal corporation

By: _____

Its: _____

Date Signed: _____

ATTEST:

Carmen Martinez, City Clerk

ESCROW AGENT:

NORTH AMERICAN TITLE COMPANY,
an Arizona corporation

By: _____

Its: _____

Date: _____, 2012

The **"Opening of Escrow"**

Escrow No.: 21800-12-02207

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 97 through 108, inclusive, of DESERT SPRINGS VILLAGE, according to plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 736 of Maps, Page 20.

EXHIBIT "B"

SCHEDULE B TITLE EXCEPTIONS

1. The right of entry to prospect for, mine and remove the minerals in said land as reserved in the Patent.
2. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.
3. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 736 of Maps, Page 20, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
4. An easement for electrical power and rights incidental thereto, recorded in Instrument No. 05-1672124.
5. Development Agreement, dated November 26, 2012, among the City of Avondale, Lennar Arizona, Inc., and the Desert Springs Village Homeowners Association recorded in Instrument No. 2012-1118980.

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED

[See Document Following this Descriptive Page]

WHEN RECORDED RETURN TO:

City of Avondale
Attn: Charles P. McClendon
11465 West Civic Center Drive
Avondale, AZ 85253

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received, **LENNAR ARIZONA, INC.**, an Arizona corporation ("**Grantor**"), does hereby convey to the **CITY OF AVONDALE**, an Arizona municipal corporation, the following described real property (the "**Property**") situated in Maricopa County, Arizona:

SEE **EXHIBIT "A"** ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF

SUBJECT TO: current taxes and other current assessments; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, or restrictions which a physical inspection or accurate ALTA/ACSM survey of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters above set forth.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be signed by the undersigned officer.

DATED as of: _____, 2013.

AFFIDAVIT OF PROPERTY VALUE EXEMPT PURSUANT TO A.R.S. § 11-1134(A)(3)

ACCEPTED BY:

GRANTOR:

CITY OF AVONDALE, an Arizona
municipal corporation

LENNAR ARIZONA, INC., an Arizona
corporation

Mayor: _____

By: _____

ATTEST: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of Lennar Arizona, Inc. an Arizona corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

A.R.S. § 41-313(C) DISCLOSURES

This notary certificate is attached to Special Warranty Deed, dated _____, consisting of two (2) pages, plus a one (1) page exhibit, and was executed by the following: _____.

EXHIBIT "D"

NON-FOREIGN AFFIDAVIT

[See Document Following this Descriptive Page]

NON-FOREIGN AFFIDAVIT

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

BEFORE ME, the undersigned attesting officer, personally appeared _____, the _____ of _____, a _____ ("**Owner**"), who, on oath, deposes and says that Owner is the owner of a tract or parcel of land located in Maricopa County, Arizona, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**") and that he is familiar with the facts set forth herein and has the authority to make the within affidavit.

Deponent further avers that he understands that Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of U.S. real property interest must withhold tax if the transferor is a foreign person. Accordingly, to inform _____ and the closing agent that withholding of tax is not required on said disposition by Owner of the Property being a U.S. real property interest, the undersigned hereby swears to and certifies as to the following:

1. Owner is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto).
2. Owner is not a disregarded entity as defined in 26 CFR § 1.1445-2(b)(2)(iii).
3. Owner's office address is 1725 West Greentree Drive, Suite 114, Tempe, Arizona 85284-2709.
4. Owner's Federal Identification Number is: _____.

Owner understands that his certification may be disclosed to the Internal Revenue Service and that any false statement contained herein may be punished by fine or imprisonment, or both.

Under penalties of perjury, the undersigned declares that the undersigned has examined the certification and to the best of his knowledge and belief, it is true, correct and complete.

Dated as of _____, 2013.

LENNAR ARIZONA, INC., an Arizona corporation

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

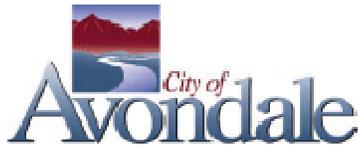
The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of Lennar Arizona, Inc. an Arizona corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

A.R.S. § 41-313(C) DISCLOSURES

This notary certificate is attached to Non-Foreign Affidavit, dated _____, consisting of two (2) pages, plus a one (1) page exhibit, and was executed by the following: _____.



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1510-213 - Accepting the Dedication of Real Property and a Related Easement for Municipal Water and Wastewater Purposes for Phoenix International Raceway Lift Station

MEETING DATE:

February 4, 2013

TO: Mayor and Council

FROM: Wayne Janis P.E., Water Resources Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of real property and a related easement for the Phoenix International Raceway Lift Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

The City is preparing to construct a Lift Station at Phoenix International Raceway (PIR) per the requirements of the Development Agreement approved by the City and PIR to provide sewer service to the PIR facilities in time for the November 2013 race. See attached vicinity map. PIR is dedicating the land and an easement to allow the City to construct the needed facilities.

BUDGETARY IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance accepting the dedication of real property and a related easement for the Phoenix International Raceway Lift Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Ordinance 1510-213](#)

ORDINANCE NO. 1510-213

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY AND A RELATED EASEMENT FOR MUNICIPAL WATER AND WASTEWATER PURPOSES.

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

SECTION 1. The parcel of real property consisting of \pm 0.2670 acres, generally located south of Indian Springs Road, west of the Avondale Boulevard alignment in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 400-01-001C, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Phoenix Speedway Corp., a Delaware corporation, d/b/a Phoenix International Raceway, for municipal water and wastewater purposes.

SECTION 2. An easement over \pm 0.2699 acres of real property, generally located south of Indian Springs Road, west of the Avondale Boulevard alignment in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 400-01-001C, as more particularly described and depicted in the Exhibit B attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Phoenix Speedway Corp., a Delaware corporation, d/b/a Phoenix International Raceway.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1510-213

[Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
SEWER LIFT STATION**

A portion of the Northwest quarter of Section 1, Township 1 South, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as:

COMMENCING at a found MCDOT brass cap accepted as the North quarter corner of said Section 1 from which a found BLM aluminum cap accepted as the Northeast corner of Section 1, Township 1 South, Range 1 West bears South 89°15'40" East, 2,638.60 feet;

Thence North 89°15'40" West, 1,524.58 feet along the north line of said Northwest quarter;

Thence South 00°44'20" West, 676.61 feet to a point on the south right of way line as described within the Special Warranty Deed recorded as Document No. 1999-0401104, Maricopa County records also being the **POINT OF BEGINNING**;

Thence leaving said right of way line, South 10°07'46" East, 125.28 feet;

Thence South 79°52'25" West, 93.33 feet;

Thence North 10°07'50" West, 124.52 feet to a point on said right of way line, also being a point on a non tangent curve concave northerly, having a radius of 2,375.33 feet, the center of which bears North 09°27'56" West;

Thence easterly along said curve and right of way line through a central angle of 02°15'06", an arc length of 93.35 feet to the **POINT OF BEGINNING**.

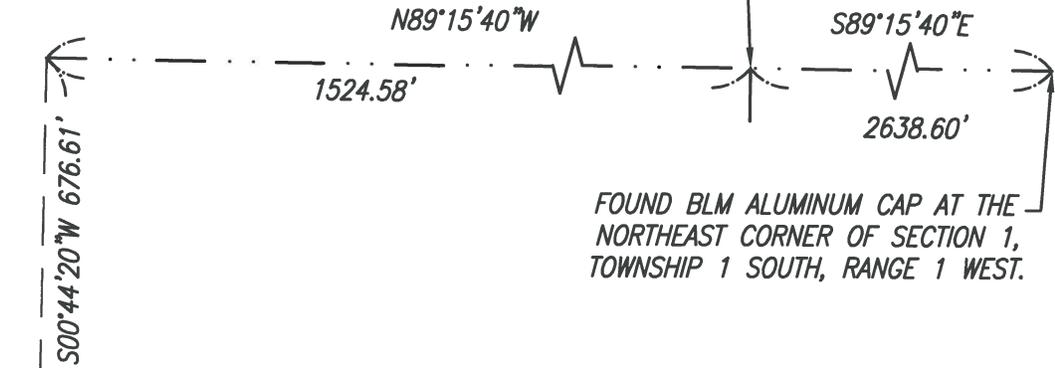
The above described parcel contains a computed area of 11,628.81 square feet or 0.2670 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC
 4700 E. Southern Avenue
 Mesa, Arizona 85206
 Project No. 10002469
 November 2012



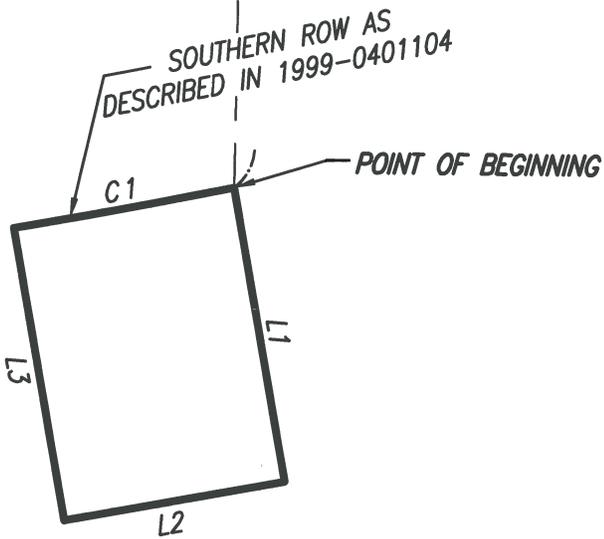
FOUND MCDOT BRASS CAP
AT NORTH QUARTER
CORNER OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 1 WEST
POINT OF COMMENCEMENT



FOUND BLM ALUMINUM CAP AT THE
NORTHEAST CORNER OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 1 WEST.

LINE TABLE		
LINE	LENGTH	BEARING
L1	125.28'	S10°07'46"E
L2	93.33'	S79°52'25"W
L3	124.52'	N10°07'50"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	93.35'	2375.33'	46.68'	02°15'06"



Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources

10002469-Sheet 2 of 2

11-19-2012

PHOENIX INTERNATIONAL RACEWAY
SEWER LIFT STATION EXHIBIT
AVONDALE, ARIZONA

EXHIBIT B
TO
ORDINANCE NO. 1510-213

[Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
SEWER LIFT STATION
ACCESS DRIVES AND MAINTENANCE AREAS**

A portion of the Northwest quarter of Section 1, Township 1 South, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as:

COMMENCING at a found MCDOT brass cap accepted as the North quarter corner of said Section 1 from which a found BLM aluminum cap accepted as the Northeast corner of Section 1, Township 1 South, Range 1 West bears South 89°15'40" East, 2,638.60 feet;

(Access Drive and Maintenance Area located east of Sewer Lift Station Parcel)

Thence North 89°15'40" West, 1,409.79 feet along the north line of said Northwest quarter;

Thence South 00°44'20" West, 648.24 feet to a point on the south right of way line as described within the Special Warranty Deed recorded as Document No. 1999-0401104, Maricopa County records also being the **POINT OF BEGINNING**;

Thence leaving said right of way line, South 33°31'30" West, 45.15 feet to a point of curve concave northwesterly, having a radius of 85.00 feet, the center of which bears North 56°28'30" West;

Thence southwesterly along said curve, through a central angle of 46°20'44", an arc length of 68.76 feet;

Thence South 79°52'14" West, 25.42 feet;

Thence North 10°07'46" West, 52.77 feet to a point on said right of way line, also being a point on a non tangent curve concave northerly, having a radius of 2,375.33 feet, the center of which bears North 11°43'01" West;

Thence easterly along said curve and right of way line through a central angle of 02°51'09", an arc length of 118.26 feet to the **POINT OF BEGINNING**.

AND

(Access Drive and Maintenance Area located west of Sewer Lift Station Parcel)

COMMENCING at said found MCDOT brass cap accepted as the North quarter corner of said Section 1;

Thence North 89°15'40" West, 1,616.10 feet along the north line of said Northwest quarter;

Thence South 00°44'20" West, 694.95 feet to a point on said right of way line also being the **POINT OF BEGINNING**;

Thence South 10°07'50" East, 52.03 feet;

Thence South 77°56'29" West, 75.93 feet to a point of curve concave northerly, having a radius of 60.00 feet, the center of which bears North 12°03'31" West;

Thence westerly along said curve, through a central angle of 62°37'22", an arc length of 65.58 feet;

Thence North 39°26'09" West, 34.71 feet to a point on said right of way line, also being a point on a non tangent curve concave northerly, having a radius of 2,375.33 feet, the center of which bears North 05°54'38" West;

Thence easterly along said curve and right of way line through a central angle of 03°33'18", an arc length of 147.38 feet to the **POINT OF BEGINNING**.

The above described parcels contain a combined computed area of 11,759.48 square feet or 0.2699 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC
4700 E. Southern Avenue
Mesa, Arizona 85206
Project No. 10002469
November 2012



FOUND MCDOT BRASS CAP
AT NORTH QUARTER
CORNER OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 1 WEST
POINT OF COMMENCEMENT

N89°15'40"W

S89°15'40"E

206.31'

1616.10'

1409.79'

2638.60'

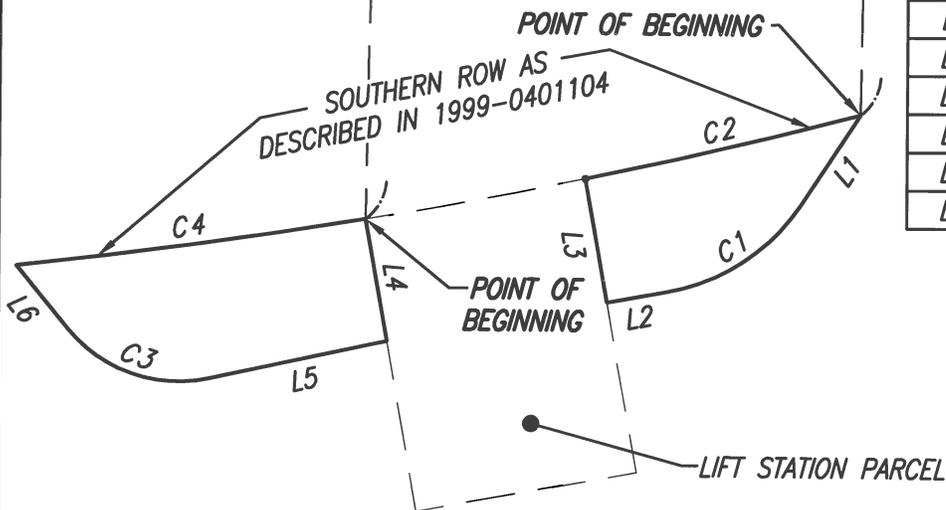
S00°44'20"W 694.95'

S00°44'20"W 648.24'

FOUND BLM ALUMINUM CAP AT THE
NORTHEAST CORNER OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 1 WEST.



LINE TABLE		
LINE	LENGTH	BEARING
L1	45.15'	S33°31'30"W
L2	25.42'	S79°52'14"W
L3	52.77'	N10°07'46"W
L4	52.03'	S10°07'50"E
L5	75.93'	S77°56'29"W
L6	34.71'	N39°26'09"W



CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	68.76'	85.00'	36.38	46°20'44"
C2	118.26'	2375.33'	59.14	02°51'09"
C3	65.58'	60.00'	36.50	62°37'22"
C4	147.38'	2375.33'	73.71	03°33'18"



N.T.S.

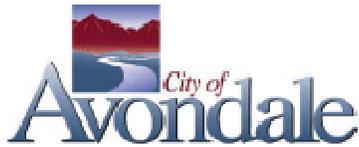


Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources

10002469-Sheet 3 of 3

11-19-2012

PHOENIX INTERNATIONAL RACEWAY
SEWER LIFT STATION
ACCESS DRIVES AND MAINTENANCE AREAS
AVONDALE, ARIZONA



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1511-213 - Accepting Dedication of Waterline Easement and Approval of a License Agreement with Phoenix International Speedway

MEETING DATE:

February 4, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a waterline easement for the Phoenix International Raceway (PIR) and approve a License Agreement with Phoenix Speedway Corp. and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

In conjunction with providing sewer service, the City is providing water service to PIR per the requirements of the Development Agreement approved by the City Council and PIR. PIR is dedicating the easement for location of the water meter. See attached vicinity map.

BUDGETARY IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance to accept the dedication of a waterline easement dedication for the Phoenix International Raceway (PIR), approve a License Agreement with Phoenix Speedway Corp. and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Ordinance 1511-213](#)
- [Waterline Easement](#)
- [License Agreement](#)
- [Vicinity Map](#)

ORDINANCE NO. 1511-213

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF A WATERLINE EASEMENT.

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

SECTION 1. An easement over \pm 0.0269 acres of real property, generally located south of Indian Springs Road, west of the Avondale Boulevard alignment in Avondale, Arizona and being a portion of Maricopa County Assessor's Parcel Number 400-01-001C, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Phoenix Speedway Corp., a Delaware corporation, d/b/a Phoenix International Raceway, for water purposes.

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

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1511-213

[Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
WATER METER LEGAL**

A portion of the Northeast quarter of Section 1, Township 1 South, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as:

COMMENCING at a found MCDOT brass cap accepted as the North quarter corner of said Section 1 from which a found BLM aluminum cap accepted as the Northeast corner of Section 1, Township 1 South, Range 1 West bears South 89°15'40" East, 2,638.60 feet;

Thence South 89°15'40" East, 67.15 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°44'20" West, 75.34 feet to the **POINT OF BEGINNING**;

Thence South 89°15'40" East, 20.00 feet;

Thence South 00°07'27" West, 58.39 feet;

Thence North 90°00'00" West, 20.00 feet;

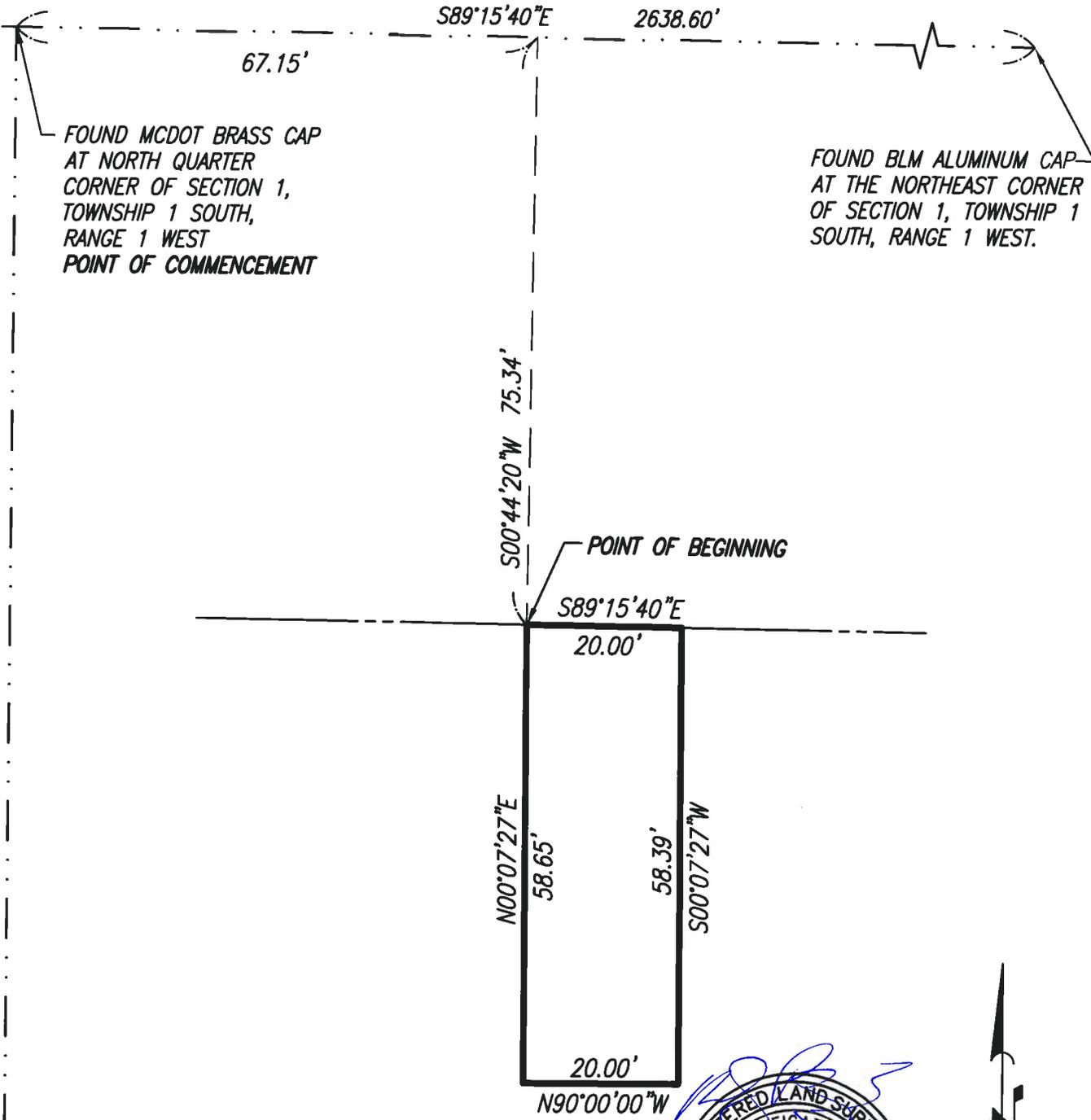
Thence North 00°07'27" East, 58.65 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,170 square feet or 0.0269 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC
 4700 E. Southern Avenue
 Mesa, Arizona 85206
 Project No. 10002469
 November 2012





FOUND MCDOT BRASS CAP
 AT NORTH QUARTER
 CORNER OF SECTION 1,
 TOWNSHIP 1 SOUTH,
 RANGE 1 WEST
 POINT OF COMMENCEMENT

FOUND BLM ALUMINUM CAP
 AT THE NORTHEAST CORNER
 OF SECTION 1, TOWNSHIP 1
 SOUTH, RANGE 1 WEST.

POINT OF BEGINNING



N.T.S.



Land Development & Real Estate
 Power & Energy
 Telecommunications
 Infrastructure & Transportation
 Environmental & Solid Waste
 Water & Natural Resources

10002469-Sheet 2 of 2

11-26-2012

PHOENIX INTERNATIONAL RACEWAY
 WATER METER EXHIBIT
 AVONDALE, ARIZONA

When Recorded Mail To:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
A.R.S. §11-1134(A)(2)

WATER LINE EASEMENT AGREEMENT

GRANTOR: PHOENIX SPEEDWAY CORP., a Delaware corporation,
d/b/a PHOENIX INTERNATIONAL RACEWAY

GRANTEE: CITY OF AVONDALE, an Arizona municipal corporation (the “City”)

THIS WATER LINE EASEMENT AGREEMENT (this “Agreement”) is entered into on February 4, 2013, by and between the Grantor and the City for the purposes set forth below.

RECITALS

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

B. The Grantor and the City desire to enter into this Agreement for Grantor to grant to the City a limited, non-exclusive, perpetual easement (the “Easement”) together with the necessary right of access, ingress and egress over the Easement Area, for purposes of accessing, maintaining and repairing the water meter vault (the “Vault”) located in the Easement Area.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City the Easement for the purposes of accessing, maintaining and repairing the Vault.

2. Maintenance and Use of the Easement. Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to utilize the Easement. Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Easement Area any fence, wall, structure or other improvement which shall interfere with or impede the City’s access to the Easement or the City’s right to maintain the Vault in the Easement Area.

3. Indemnification. To the fullest extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Grantor and Grantor's Affiliates (defined as an entity directly or indirectly controlling, controlled by or under common control with Grantor, provided that such entity shall be considered an Affiliate only for the time during which such control exists) and their respective officers, employees or agents thereof (the Grantor and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions of the Grantee, its council members, officers, employees, agents, or any tier of subcontractor related to Grantee's use of the Easement Area.

4. Termination. This Agreement and the City's use of the Easement Area shall terminate 60 days after the City's permanent abandonment, decommissioning or cessation of use of the Vault and related water facilities. No such 60-day period shall begin until after written notice by Grantor to the City's Manager of Grantor's belief that the City has abandoned, decommissioned or ceased use of the lift station.

5. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior written consent of Grantor, which consent shall not be unreasonably delayed, conditioned or denied.

6. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the City's use of the Easement Area.

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

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

9. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area; provided, however, that no such additional rights or easements shall impair the use of the Easement herein granted.

10. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

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

9. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall revert back to the owner.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

“Grantor”

PHOENIX SPEEDWAY CORP.,
a Delaware corporation, d/b/a
PHOENIX INTERNATIONAL RACEWAY

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on February ____, 2013, by _____, _____ the _____ of PHOENIX SPEEDWAY CORP., a Delaware corporation, d/b/a PHOENIX INTERNATIONAL RACEWAY, on behalf of the corporation.

Notary Public

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on February _____, 2013, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
WATER LINE EASEMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.,
d/b/a PHOENIX INTERNATIONAL RACEWAY

[Legal Description and Map of Easement Area]

**LEGAL DESCRIPTION
WATER METER LEGAL**

A portion of the Northeast quarter of Section 1, Township 1 South, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as:

COMMENCING at a found MCDOT brass cap accepted as the North quarter corner of said Section 1 from which a found BLM aluminum cap accepted as the Northeast corner of Section 1, Township 1 South, Range 1 West bears South 89°15'40" East, 2,638.60 feet;

Thence South 89°15'40" East, 67.15 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°44'20" West, 75.34 feet to the **POINT OF BEGINNING**;

Thence South 89°15'40" East, 20.00 feet;

Thence South 00°07'27" West, 58.39 feet;

Thence North 90°00'00" West, 20.00 feet;

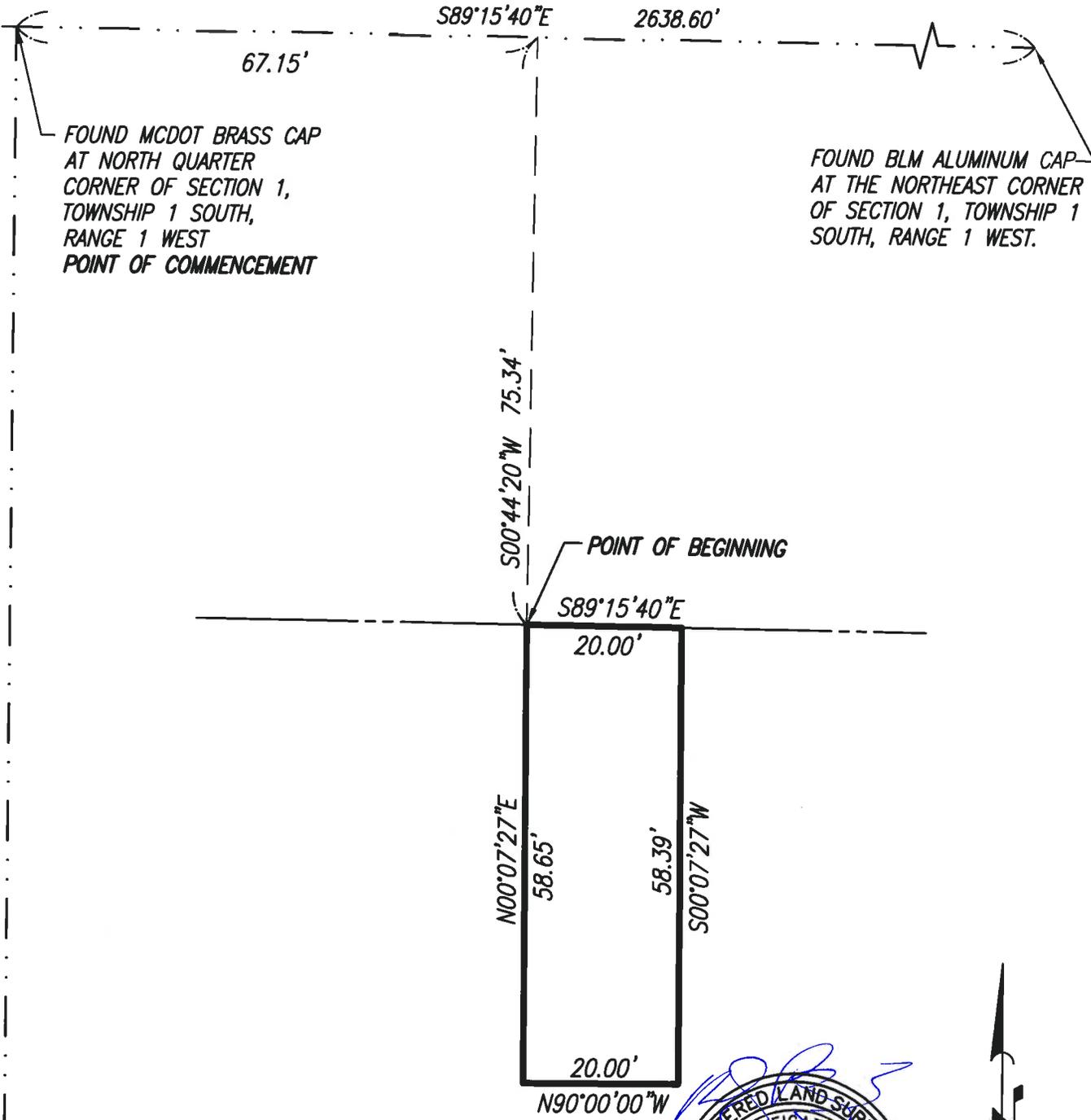
Thence North 00°07'27" East, 58.65 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,170 square feet or 0.0269 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC
 4700 E. Southern Avenue
 Mesa, Arizona 85206
 Project No. 10002469
 November 2012





FOUND MCDOT BRASS CAP
AT NORTH QUARTER
CORNER OF SECTION 1,
TOWNSHIP 1 SOUTH,
RANGE 1 WEST
POINT OF COMMENCEMENT

FOUND BLM ALUMINUM CAP
AT THE NORTHEAST CORNER
OF SECTION 1, TOWNSHIP 1
SOUTH, RANGE 1 WEST.

POINT OF BEGINNING



N.T.S.



Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources

10002469-Sheet 2 of 2

11-26-2012

PHOENIX INTERNATIONAL RACEWAY
WATER METER EXHIBIT
AVONDALE, ARIZONA

When Recorded Mail To:

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is entered into as of February 4, 2013, by and between the City of Avondale, an Arizona municipal corporation (the “City”) and Phoenix Speedway Corp., a Delaware corporation, d/b/a Phoenix International Raceway (“PIR”).

RECITALS

A. PIR is the record owner of certain real property at the location identified on Exhibit A, attached hereto and incorporated herein by this reference (the “PIR Parking Area”).

B. The City is installing a water meter (the “Facilities”) within a vault on real property located within a water line easement (the “Water Easement”), to be granted by PIR to the City contemporaneously with this Agreement, extending from the City’s right-of-way on Indian Springs Road across a portion of the PIR Parking Area in approximately the area shown on Exhibit A. The City will require vehicular and pedestrian access to the Facilities located in the Water Easement in order to efficiently operate and maintain the Facilities.

C. Access to the Facilities cannot be achieved through the Water Easement. Therefore, the City requires access across the portion of the PIR Parking Area shown on Exhibit A (the “License Area”).

D. PIR and the City desire to enter into this Agreement whereby PIR shall grant a non-exclusive license to the City for the purpose of accessing the Water Easement by crossing the License Area for the purpose of operating, maintaining and repairing the Facilities.

AGREEMENT

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

1. Access and Use License.

1.1 Grant of License. PIR hereby grants, for the benefit of the City, a perpetual, non-exclusive license for pedestrian and vehicular ingress and egress and access to the Facilities (the "License") on, over and across the License Area.

1.2 Permitted Uses of the License. The License is to be used by City employees, agents or contractors solely for the purpose of accessing, operating, maintaining, repairing and replacing the Facilities as necessary.

2. Term. This Agreement shall be effective from the date first set forth above and shall terminate 60 days after the City's permanent abandonment, decommissioning or cessation of use of the Facilities. No such 60-day period shall begin until after written notice by PIR to the City's Manager of PIR's belief that the City has abandoned, decommissioned or ceased use of the Facilities.

3. Continuing Obligations. Upon the termination of this Agreement the parties shall have no further rights or obligations hereunder, except that the obligations and rights of the parties regarding indemnification for the period this Agreement was in effect shall survive.

4. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless PIR and PIR's Affiliates (defined as an entity directly or indirectly controlling, controlled by or under common control with PIR, provided that such entity shall be considered an Affiliate only for the time during which such control exists) and their respective officers, employees or agents thereof (PIR and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions of the City, its council members, officers, employees, agents, or any tier of subcontractor related to the City's use of the License.

5. Insurance. To the extent that the City contracts with others for work within the Water Easement and is named as an additional insured in any insurance policies related to such work, the City will also require that PIR and PIR's Affiliates are named as an additional insured and shall provide such certificate of insurance to PIR. The provisions of this Section shall not apply to any contract entered into prior to the date of this Agreement.

6. Nonexclusive Conveyance. The License granted herein is nonexclusive and PIR reserves and retains the right to convey rights with respect to the License Area at the PIR Parking Area to such other persons or entities as PIR, in its sole discretion, may deem advisable; provided, however, that no such additional rights shall impair the City's use of the License granted in this Agreement.

7. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly

given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to PIR: Phoenix Speedway Corp.
125 S. Avondale Boulevard, Suite 200
Avondale, Arizona 85323
Attn: _____

With a copy to: Legal Department
One Daytona Boulevard
Daytona Beach, Florida 32114
Attn: General Counsel

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

8. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior written consent of PIR, which consent shall not be unreasonably delayed, conditioned or denied.

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

10. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

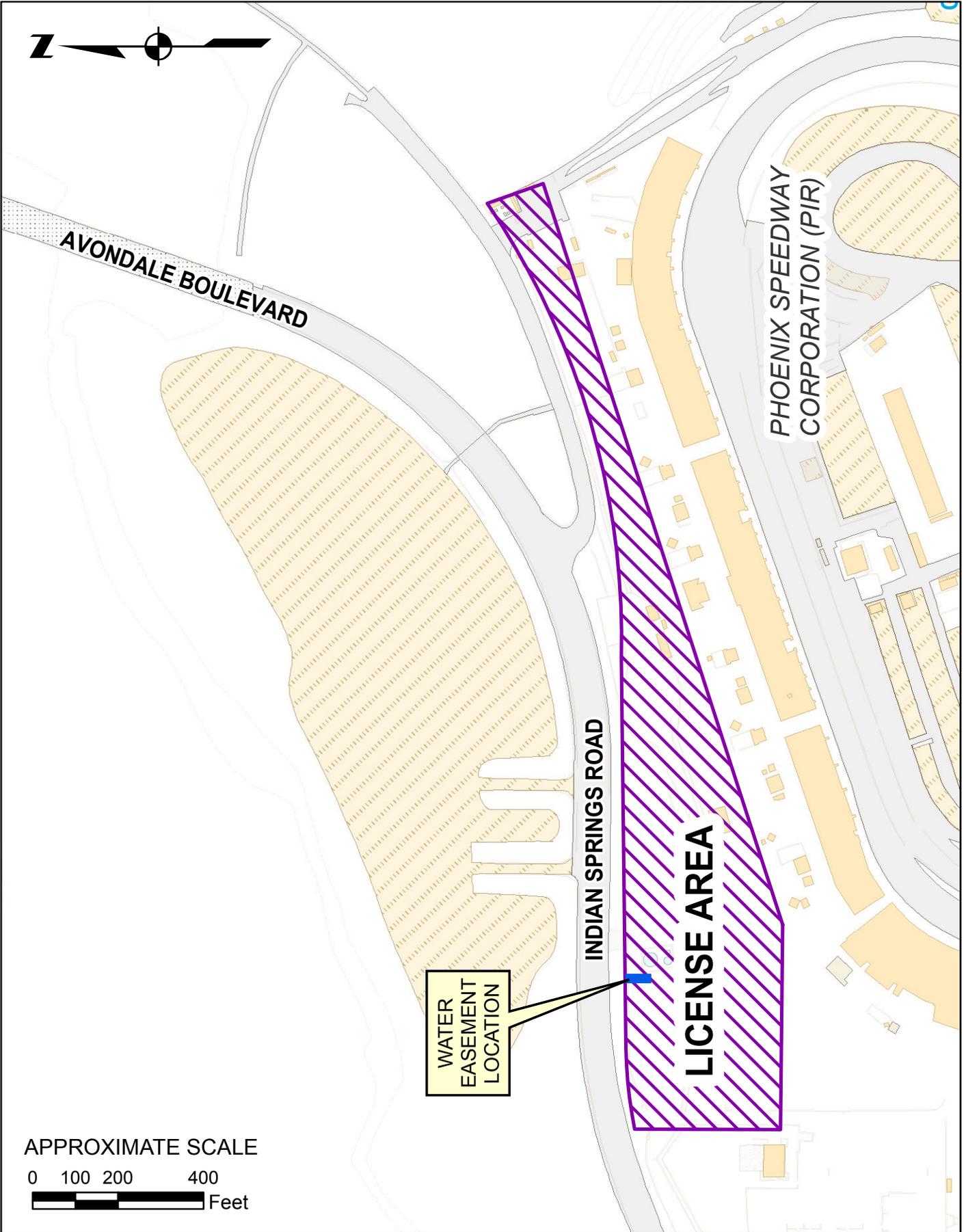
This instrument was acknowledged before me on _____, 2013, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

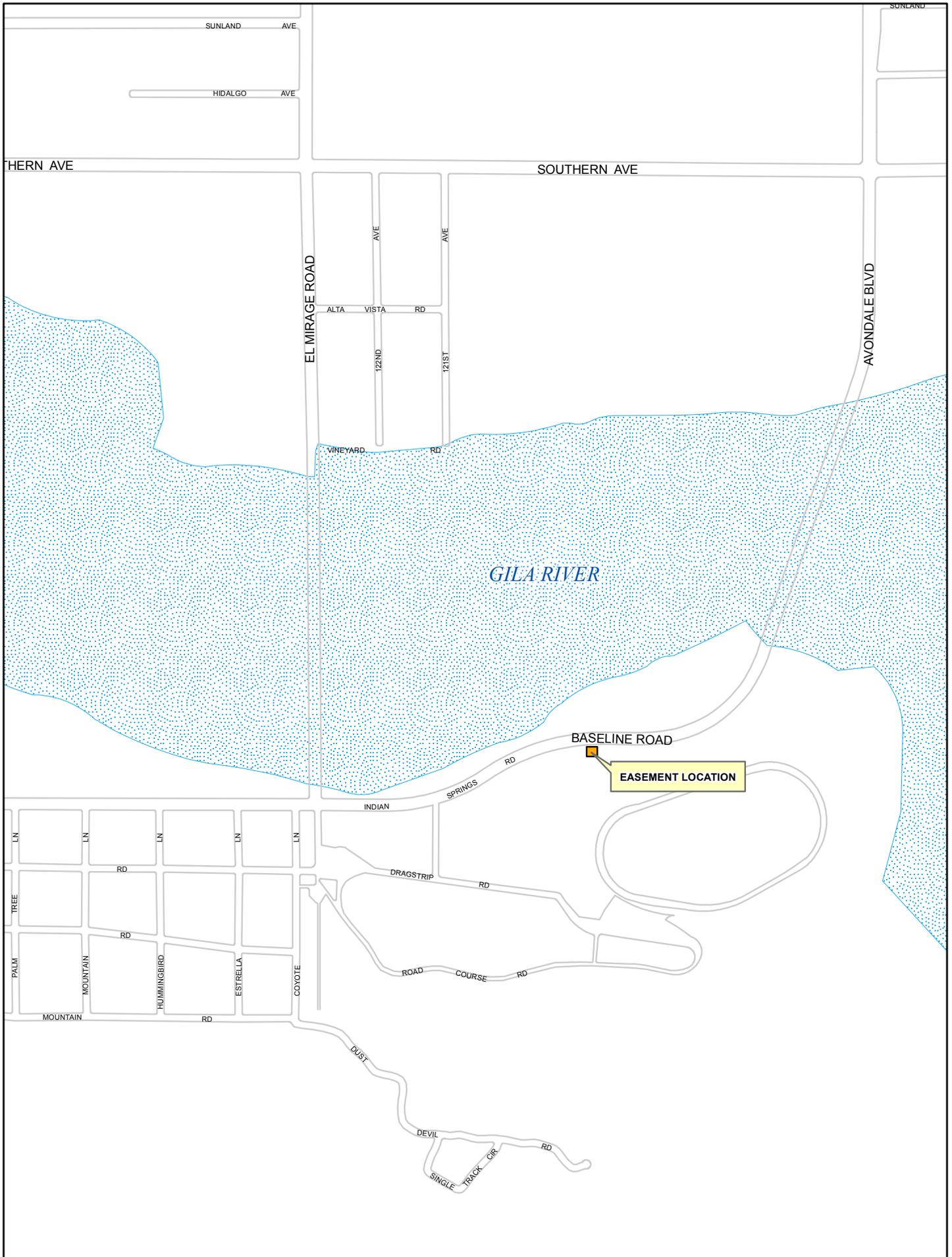
(affix notary seal here)

EXHIBIT A
TO
LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.,
d/b/a PHOENIX INTERNATIONAL RACEWAY

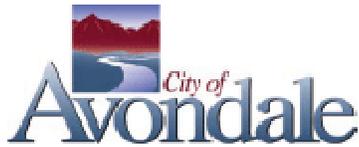
[Map of License Area]



LICENSE AREA EXHIBIT



PIR Water Easement Exhibit



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - ISS Grounds Control, Inc.

MEETING DATE:

February 4, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with ISS Grounds Control Inc. to provide landscaping services for city facilities, parks, medians and easements in the amount not to exceed \$710,000 annually and a total contract amount of \$3,550,000 over a contract term of five (5) years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The city currently has contracts with two separate vendors. Somerset Landscaping (Somerset) maintains city Parks and well site landscaping, and ISS Grounds Control Landscaping (ISS) maintains city facilities, medians and easements. Both contracts are in their final one year extension periods and both contracts expire in May of 2013.

The City of Avondale issued a Request for Proposals (RFP) for landscape services on October 25, 2012 in the Arizona Business Gazette and on October 30th and November 6th in the West Valley View. The city received five proposals of which two were found to be non-responsive. The three responsive proposals were reviewed by a panel of City staff. Staff's evaluation included the contractor's content and quality of the information provided; the perceived ability of the contractor to successfully perform the requested services; the contractor's experience and qualifications; and price.

After reviewing and evaluating the proposals in accordance with the stated criteria, it was determined that a single contract would be more efficient, and cost effective. A selection panel ranked ISS Facility Services the highest rated firm.

DISCUSSION:

The term of the contract shall be for a one year initial term with the ability to renew for four successive one year terms. Staff will analyze the contractor's performance each year and recommend each one year extension based on performance and available funding. Each extension must be approved in writing by the City Manager. The extension agreements will include any price adjustments approved by the city of Avondale.

The City of Avondale Finance and Budget Department has sent termination letters to the existing contractors ending their contracts on February 1, 2013 and intent to award letter to ISS stating a start service date of February 8, 2013. PRLD staff will coordinate the contract close out process and the return of city equipment and keys.

BUDGETARY IMPACT:

The expenditure for landscape services is included in the Parks Recreation and Libraries, Building Maintenance budget line item 101-5420-00-6320 in the amount of \$287,676 annually, the Parks budget line item 101-5220-00-6320 in the amount of \$358,416 annually and the Water Resources budget line item 501-9122-00-6180 in the amount of \$58,020 annually.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with ISS Grounds Control Inc. to provide landscaping services for city facilities, parks, medians and easements in the amount not to exceed \$710,000 annually and a total contract amount of \$3,550,000 over a contract term of five (5) years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[PSA - ISS Grounds Control Inc.](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of February 8, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and ISS Grounds Control, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, PR 13-010 "Facilities Landscaping Services" (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors to perform landscaping services at City properties.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor to perform landscaping and cleanup services at City properties (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 1, 2014 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an annual amount not to exceed \$710,000.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

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

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

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

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

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability

whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

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

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

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

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

F. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and

employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

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

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

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

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

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

(2) Contractor’s insurance shall be primary insurance with respect to performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned,

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement.

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

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

12. Termination; Cancellation.

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

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause

and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

12.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

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

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

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

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

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

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of

this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

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

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

13.13 Offset.

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

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

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

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

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Contractor: ISS Grounds Control, Inc.
2960 East Elwood Street
Phoenix, Arizona 85040
Attn: Todd Huston, General Manager

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

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

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to

audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

13.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

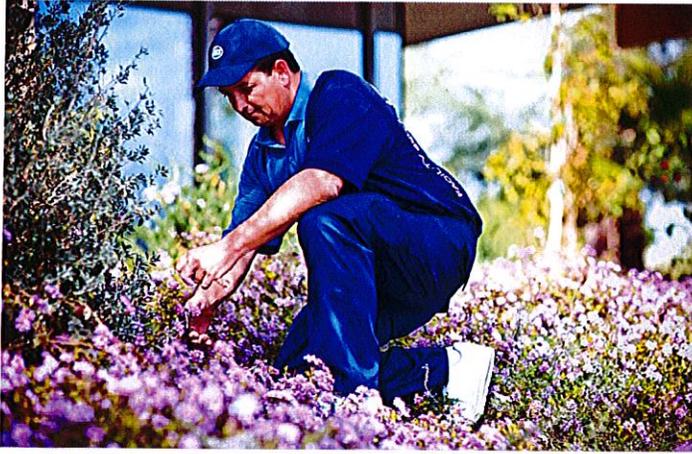
13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.

[Contractor's Proposal]

See following pages.



Facilities Landscape Services

City of Avondale
11465 W. Civic Center Dr., #200
Avondale, AZ 85323

ISS Grounds Control, Inc.
2960 E. Elwood
Phoenix, Arizona 85040

Contact: Sandy Kull
Title: Business Development
Phone: 602.705.8946

RFP #PR 13-010
Landscape Maintenance
Due: 11/20/12 by 3:00PM



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November 20, 2012

City of Avondale / City Clerk
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

Subject: Facilities Landscaping Services / RFP #PR 13-010

Dear Selection Committee:

Respectfully, we submit our proposal for the above mentioned services in response to your RFP #PR 13-010.

ISS Grounds Control has maintained many of the sites in this RFP since 2006, with the exception of the parks and well sites. We are certain that upon review of this informative proposal, the committee will agree that ISS Grounds Control is best qualified to take over all of the City of Avondale's landscape services.

As a company, we understand the requirements described in the scope of work of the district's RFP. The evidence of our thoroughness and depth of our understanding in addition to the years of working with Avondale can be seen in our work plans and processes provided.

We would appreciate the opportunity to discuss any questions that may arise throughout the proposal evaluation process.

Sincerely,



Todd Huston
General Manager

ISS Grounds Control, Inc. - Phoenix Branch / Office 602-304-0304 / Fax 602-304-0321

SECTION 1B

ISS GROUNDS CONTROL, INC.
Parent Company History & Vital Information

Federal Tax ID: 06-1534279
AZ Sales Tax: 07-656019-K
AZ Withholding#: 07-622020-E

Licenses:

A-1	General Engineering	176162	Exp June 2014
A-21	Commercial Landscape	176161	Exp June 2014
C-21R	Residential Landscape	176160	Exp June 2014

Formerly:

Terrain Systems, Inc. Est. 1974 Landscape Care, LLC Est. 1997

History:

Grounds Control Inc. purchased Terrain Systems and Landscape Care in May 2002
Grounds Control Inc. Incorporated Aug. 17, 1998
Grounds Control Inc. is a subsidiary of Sanitors Inc.
Sanitors Inc. Incorporated in 1978 in State of Delaware
ISS Holding A/S of Copenhagen, Denmark purchased Sanitors Inc in May 2007;
incorporated in the state of Delaware

Corporate Address:

ISS Facilities
1019 Central Pkwy N., #100
San Antonio, TX 78232
www.issworld.com

Primary SIC code: 7349
Risk ID: 910069586
Dunn & Bradstreet: 82-494-7886/Rating 1R2

CEO: Sean Bond

CFO: Henrik Sandbjerg

Managing Director/ IFS South Region: Gene Gattis

Outside Accountant: Ernst & Young LLP 210-242-7039

Insurance: National Union Fire Ins. Co of Pittsburgh 866-283-7122

Bonding: Westchester Fire Insurance Co. 1021 N. Market St.
Contact: Victoria.P.Parkerson@marsh.com Wilmington, DE 19801
860-723-5645

Bank: Frost National Bank (for 20yrs) P.O. Box 1600 T-3
Ph: 210-220-4348 San Antonio, TX 78296
Fax: 210-220-4626 (credit inquiries)

SECTION 1C - ISS GROUNDS CONTROL- PHOENIX, ARIZONA



ISS Grounds Control, Inc. – Phoenix Branch & Yard
2960 E. Elwood St.
Phoenix, AZ 85040

Office: 602.304.0304
Fax: 602.304.0321

www.ISSGroundsControl.com

Client.Care.AZ@us.issworld.com

SECTION 1D - COMPANY HISTORY

ISS Grounds Control was first established in 1974 by retired President, Dale Micetic as he earned his degree at Arizona State University. Originally named “Dale’s Sprinkler Systems”, the company grew exponentially throughout the next twenty years. By 2001, our company, newly named Grounds Control, Inc., had become a “total landscape services” corporation with branches in Southern California, Texas, and Arizona.

Grounds Control became ISS Grounds Control, Inc. in 2006 when we were purchased by an International Company known as “ISS”. This brought about two changes; greater financial stability and a large volume buying power, both of which have been appreciated. Local management has remained completely intact and our service quality continues to be highly praised. We provide top quality landscape maintenance, landscape construction and irrigation for municipality and commercial properties. Total dedication to our chosen profession has driven unequalled growth and loyal customers.

ISS Grounds Control has developed the reputation of protecting clients' landscape investments. Our employees are trained to accommodate a manicured appearance in addition to identifying potential problems such as pests and diseases, for early prevention measures. Customized pest and disease controls are handled by our state-licensed Horticultural Department.

ISS Grounds Control affords you all the luxuries and resources of a large firm, but provides you with personal care. Many of our customers have been using ISS Grounds Control for years, and 75 percent of new clients are based upon referrals. ISS Grounds Control prides itself on quick response time and follow-through. Additionally, our staff is available to assist customers in preparing budgets for the upcoming year.



SECTION 1E – TERMINATED CONTRACTS

ISS Grounds Control, Inc. has never been a defendant in a litigation concerning contract termination and has no track of any disputes resulting in contract termination; however, this is not information that ISS normally tracks since most if not all of ISS contracts contain termination without cause rights for both the customer and ISS.

SECTION 1F – CLAIMS OR LITIGATION

In the ordinary course of business, ISS Grounds Control, Inc. has had various claims and lawsuits in the last five years involving workers' compensation, third party liability, employee matters and commercial litigation. None of these ordinary courses of business claims and lawsuits or other legal actions are material and none will affect ISS' ability to perform a contract with the City of Avondale.

SECTION 1G - VENDOR INFORMATION – SEE APPENDIX 1

SECTION 2A-B - MUNICIPAL REFERENCES



City of Scottsdale

Address: 9191 E. San Salvadore Dr., Scottsdale, AZ 85258

Contact: Jody Pierce

Phone: 480.215.9683

Scope of Service: Landscape Maintenance of road medians, right-of-ways and washes that includes trash/debris removal, chemical and manual weed control, shrub and tree pruning.

Length of Contract: December 2011 - Current



City of Avondale

Address: 11465 W. Civic Center Dr., #210, Avondale, AZ 85323

Contact: Dave Ramuz

Phone: 623.478.3055 / dramuz@avondale.org

Scope of Service: Landscape Maintenance of 20 sites that includes trash/debris removal, chemical and manual weed control, turf care, shrub and tree pruning.

Length of Contract: September 2003 - Current



Town of Gilbert

Address: 50 E. Civic Center Dr., Gilbert, AZ 85296

Contact: Rick Acuna

Phone: 480.503.6282 / rick.acuna@gilbert.gov

Scope of Service: Landscape Maintenance of over 30 sites that includes trash/debris removal, chemical and manual weeds control, shrub and tree pruning.

Length of Contract: November 2007 – January 2012



Arizona Department of Transportation

Address: 1739 W. Jackson St., Suite A, Phoenix, AZ 85007

Contact: Amir Sakhi

Phone: 602.712.7211 / asakhi@azdot.gov

Scope of Service: Landscape Maintenance of highway right-of-ways that includes debris removal, chemical and manual weed control, shrub and tree pruning.

Length of Contract: November 2006 – Current

SECTION 3A-B - KEY ISS GC MANAGEMENT PERSONNEL, PHOENIX



Todd Huston – Arizona General Manager

Todd Huston brings with him 25 years of industry experience to this team. Todd began his career in the landscape industry shortly his time at Arizona State University. In 1990, he was asked to manage a quickly growing landscape firm, which he continues to direct today. Under his leadership, ISS Grounds Control has shown steady growth and sound financial standing even in the roughest economy. Todd is fluent in all phases of landscape maintenance and installation including design, estimating, project management, and customer relations. Todd oversees all financial reporting, and office management.

Cell Phone: 602.318.5350

Email: Todd.Huston@us.issworld.com



Gene Petrini – Director of Operations

Gene Petrini has over 35 years of industry experience in landscape contracting and maintenance. Gene started his own landscape company in 1976 and grew it into one of the largest companies in the valley until he sold it in 2000. He then went to work for the largest landscape company in the United States as the Branch Manager for the Phoenix and Tucson Metropolitan areas for another 5 years. Gene is currently in charge of all operational functions for ISS Grounds Control in Phoenix and Tucson, managing over 150 employees and well over 400 accounts.

Cell Phone: 602.518.5355

Email: Gene.Petrini@us.issworld.com

SECTION 3A-B - KEY ISS GC MANAGEMENT PERSONNEL CONTINUED



Enrique Olea – Customer Service Manager (CSM)

Enrique will be your direct contact and superintendent for all the City of Avondale sites. Enrique has worked for ISS Grounds Control for 12 years and has been the direct contact for Dave Ramos since 2006. He has over 20 years of industry experience as well as several landscape certifications. Enrique works with and manages the crews on the daily maintenance irrigation repairs, and ongoing enhancements.

Cell Phone: 602.318.5799

Email: Enrique.Olea@us.issworld.com



Juan Rodriguez – Irrigation Technician

Juan has served as an irrigation technician for ten (12) years, the last eight (8) of them have been with ISS Grounds Control, Inc. His expertise in trouble shooting and repairing all types of irrigation systems has earned him continual recognition here at ISS Grounds Control.

Cell Phone: 602.318.5187

SECTION 3C – SUBCONTRACTORS

ISS Grounds Control will not use subcontractors for any part of this contract.

SECTION 3D – CERTIFICATES ATTACHED AT END OF PROPOSAL

SECTION 4A – PROJECT APPROACH

ISS Grounds Control believes that our management of resources sets us apart from our competition. While we stand by the merits and work habits of our field workers, we have come to believe that with effective management and guidance in place, these field workers will be more productive and the end result is a more satisfied client.

As a result, **ISS Grounds Control** will provide direct access to a Customer Service Manager (CSM) who will be Enrique Olea. Enrique will be responsible for overseeing all the crews and will serve as a direct point of contact for all issues and concerns. Enrique will be responsible for managing day to day activities, planning for your long-term goals and will be accessible for regular property walks and meetings and will provide reports as required and any necessary extra-work proposals.

ISS Grounds Control intends to staff the additional sites with the appropriate number of employees who will be directed each day by a foreman instructing them where and how to work. Their work week will be 5 days per week, with the exception of the trash and janitorial crews who will work 7 days per week as the specs require.

In addition, **ISS Grounds Control** will provide The City of Avondale with one (1) full-time Irrigation Technician/Foreman. This Irrigation Technician/Foreman will be performing system checks of all controllers, back flows, and valves. The system check will include, but is not limited to, sprinkler heads for even water distribution over area covered, pressure at all pressure regulators, pressure at all electric remote control valves, flow rates at sprinklers, cleaning of filters, and checking the system for leakage and malfunctioning components. The Irrigation Technician/Foreman will also be in a leadership role on the sites, answering directly to the Supervisor (Enrique Olea) and upper management.

SECTION 5A – PROJECT SCHEDULE & TRANSITION PLAN

Making a change in landscape maintenance providers is a process that consumes both time and energy. To minimize the impact of a change and to accomplish a smooth transition, ISS Grounds Control takes the following steps:

- **A detailed study of each site is conduction.** This study will include a tour of the entire site and review of the existing landscape conditions.
- **A transition team is assembled.** Additional crews will be assigned to take over the new sites (current sites will have their regular crews) and management will meet and discuss any items that need clarification or modification.
- **Data specific to landscaping of each facility is collected.** This information supplements the maintenance specifications and is often more important as it identifies the unique preferences and items of special emphasis unique to each site. This data is then summarized on a bilingual “hot spots” list, which is then attached to the daily &/or weekly work directives.
- **A “pre-start” work shift is conducted.** ISS Grounds Control will conduct this “pre-start” prior to the official start date, planning equipment and supplies, and then setting up the necessary trucks, trailers and labor for each site. Although maintenance is performed during this shift, the primary objective is to familiarize the ISS crew with the following:
 - a) Site Specifications
 - b) Confirm irrigation clocks have been identified
 - c) Test entry security procedures
 - d) Locate valves, irrigation clocks, vacuum breakers and dry wells
 - e) Instruct the crew in site security procedures, the proper use of gate codes and other aspects of the properties when applicable.

At ISS Grounds Control, we have 30 years of experience transitioning customers from an old or non-existent maintenance program to our state-of-the-art systems. We employ a proven six step method that allows for a smooth transition, regardless of the size of the contract.

- **Step One is the Maintenance Regiment Design.** In combination with your current specifications, an initial audit of your sites is conducted and a maintenance regimen is established to meet jointly developed objectives.

- **Step Two is the Selection of Dedicated Management.** A special management team is selected for your account. This includes field quality control personnel as well as office personnel.
- **Step Three is Maintenance Regiment Implementation.** A smooth transition is made from your existing system to our control. Our team follows a written plan of action to assure that all goals are met with the highest quality of service.
- **Step Four is Technologies.** We partner with the country's leading materials, equipment manufacturers and horticultural experts to ensure that only the best goes into maintaining your facilities.
- **Step Five is Training.** Since 70% of most maintenance cost is found in labor, we go to great lengths to fully train our field personnel in an ongoing manner.
- **Step Six is Performance Audits.** We never rest in our pursuit of the highest quality maintenance service. We utilize a proven weekly service ticket system that ensures consistent results and offers feedback through written reports and/or email notifications to our Crew Leader's cell phones.

30 – 60 - 90 Day Plan

This plan was created based upon industry best practices. At the end of each of the first 30, 60 and 90 day periods, the property will be assessed and progress will be documented. This will be in addition to the regular maintenance items which are described in the Landscape Specifications.

First 30 Days

- a) Begin Assessment of Irrigation Systems (within the first week)
- b) Cap irrigation lines where plants are missing
- c) Note all repairs needed & Provide a Report to The City of Avondale
- d) Recommend cost and water conservation adjustments

First 60 Days

- a) Selectively hard prune shrubs throughout property using Sustainable Landscape Management practices. This will reduce plants down to a minimal height and allow them to regrow into their natural shape and allow them to bloom.
- b) Selectively remove shrubs and/or groundcover in areas where shrubs are overcrowded and/or growing into each other.
- c) Complete irrigation repairs and modifications if written consent has been received by The City of Avondale. (Minor repairs are included in the monthly maintenance.)

First 90 days

- a) Continue to selectively hard prune shrubs throughout the property using SLM practices and standards.
- b) Continue to selectively remove shrubs and/or groundcover in areas where shrubs are overcrowded or growing within other shrubs.

NOTE: See Section 3A-B for Contact & Communication Information.

COMPANY VALUES & PHILOSOPHY / VISION

ISS has some very distinct values – in fact, it is one of our key strengths. The employees of ISS live by our values; they guide our behavior towards our employees, our customers and our business. These values are the foundation upon which ISS is built.

Honesty

Honesty is the foundation upon which ISS is built. It is one of the core values that link each of us. Our solid reputation for honesty is the sum of the performance of the men and women of ISS, and it creates successful long-term relationships with our customers, open communication, a strong sense of being a "family" and a better overall work environment.

Entrepreneurship

Action speaks louder than words. ISS is known to be very focused on our customers' business and our own. We want to prove to our customers every day that we are committed to their success. We have created an environment in which innovations can thrive, helping our customers and ourselves to improve



Responsibility

Responsibility is a key word. Decisions in ISS are made at the lowest possible level, where the necessary insight is available. We offer our employees ownership of the company and in return receive commitment, responsibility, loyalty and initiative. This is what makes us serve our customers better.

Quality

We conduct ourselves professionally, promise only what we can deliver and deliver what we promise. We do not only adhere to the highest standards of our business; we often create them through our passion for quality.

SECTION 5B – ANNUAL SCHEDULE

Throughout the duration of this contract, ISS Grounds Control will be continually working on the below mentioned maintenance items:

Trash/Debris Removal	Daily basis as necessary
Raking of Granite Areas	Weekly basis as necessary
Dead Weed Removal	Weekly basis as necessary
Trim Trees (below 10ft)	As needed (will not shape for aesthetic reasons)
Trim Shrubs	As needed (using SLM practices)
Mow Turf	Weekly basis as necessary to maintain proper height
Edge/Trim Turf	Weekly basis as necessary to maintain proper height
Irrigation System Inspections	Daily/Weekly basis and adjust as necessary
Secure Gates/Fences	Every Visit upon entry and exit

Additional Services

Below is a list of additional services (many are included in contract). Frequencies and dates are listed as a suggestion to the City of Avondale.

Aerate Turf	1x in April & 1x in September
Dethatching/Verticutting	1x between June – August (if needed)
Fertilize Turf	2x between April 15 th – August 30 th
Fertilize Shrubs	Annually
Repair Irrigation system (extra)	As needed
Plant Removal	As needed
Plant Replacement (extra)	As approved
Tree Removal (extra)	As approved
Olive Inhibitor Application (extra)	1x between Feb 15 th -Mar 15 th
Tree Trimming over 12' (extra)	1x between Feb 1 st -Apr 30 th
Palm Tree Trimming	1x between starting late May - June
Summer Pre-Emergent	1x between Jun 15 th -Jul 15 th
Winter Pre-Emergent	1x between Dec 15 th -Jan 15 th
Palm Bordeaux (extra)	1x between Nov 1 st -Nov 30 th
Chemical Weed removal	As needed
Pest & Rodent Control (extra)	As needed

ARIZONA BUSINESS LICENSES

————— IMPORTANT NOTICE —————
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

I S S Grounds Control Inc
2960 E Elwood St
Phoenix, AZ 85040-8658

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

↓

LICENSE EFFECTIVE THROUGH: 06/30/2014
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
I S S Grounds Control Inc

CONTRACTORS LICENSE NO 178162 CLASS A
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND *William A. Mandell*
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

————— IMPORTANT NOTICE —————
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

I S S Grounds Control Inc
2960 E Elwood St
Phoenix, AZ 85040-8658

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

↓

LICENSE EFFECTIVE THROUGH: 06/30/2014
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
I S S Grounds Control Inc

CONTRACTORS LICENSE NO 176161 CLASS A-21
Landscaping and Irrigation Systems

THIS CARD MUST BE PRESENTED UPON DEMAND *William A. Mandell*
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

————— IMPORTANT NOTICE —————
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

I S S Grounds Control Inc
2960 E Elwood St
Phoenix, AZ 85040-8658

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

↓

LICENSE EFFECTIVE THROUGH: 06/30/2014
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
I S S Grounds Control Inc

CONTRACTORS LICENSE NO 176160 CLASS C-21
Landscaping and Irrigation Systems

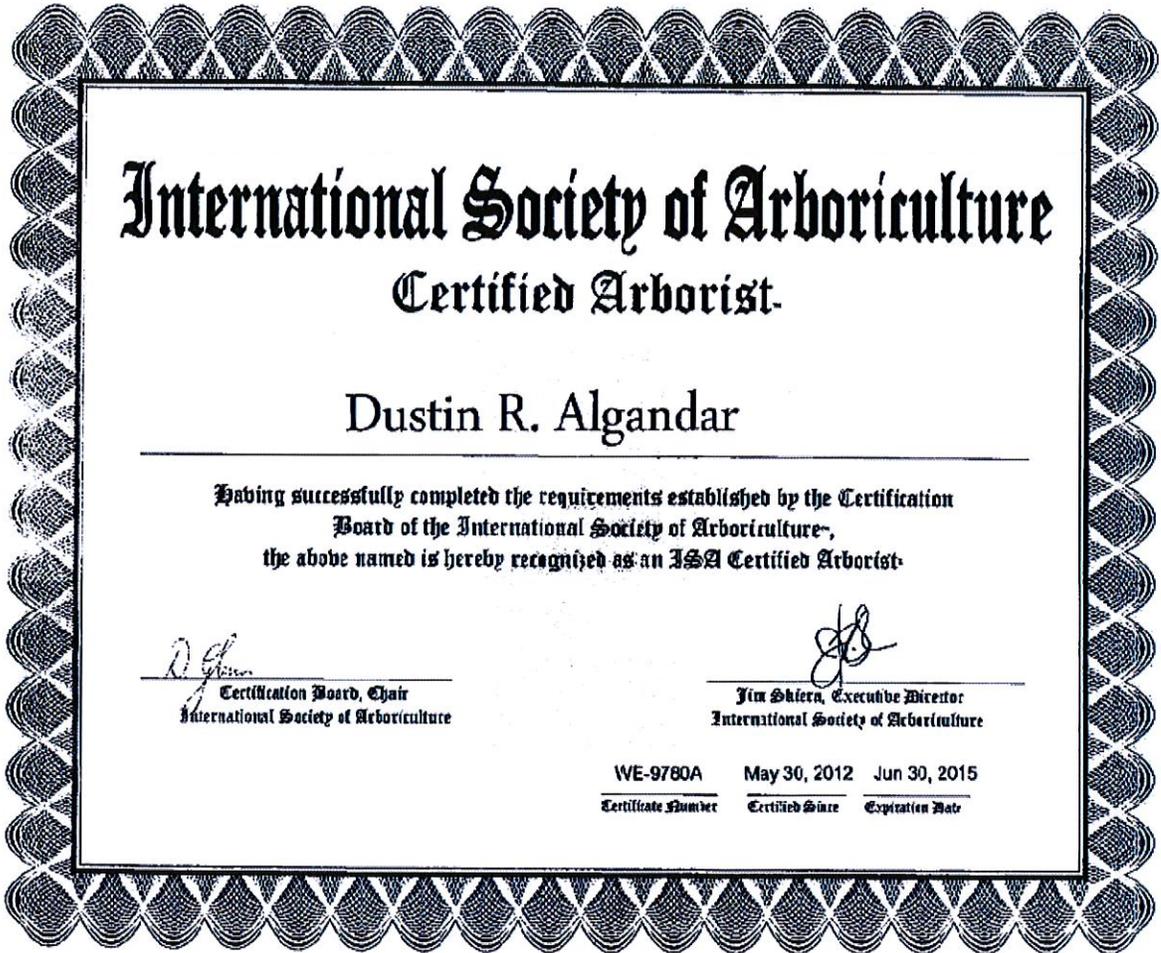
THIS CARD MUST BE PRESENTED UPON DEMAND *William A. Mandell*
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

QUALIFYING PARTY & APPLICATOR'S LICENSES

Non-Transferable	STATE OF ARIZONA Office Of Pest Management 9636 E. Doubletree Ranch Rd. (602)255-3664 www.sb.state.az.us	Printed: 11/29/2011 Printed By: 100174									
License No: 100174											
Applicator License		<table border="0"> <tr> <td><small>Licensed Categories</small></td> <td><small>Expires</small></td> <td><small>Status</small></td> </tr> <tr> <td>B3 - Right of Way/Woods</td> <td>05/31/2012</td> <td>Active</td> </tr> <tr> <td>B5 - Turf & Ornamental</td> <td>05/31/2012</td> <td>Active</td> </tr> </table>	<small>Licensed Categories</small>	<small>Expires</small>	<small>Status</small>	B3 - Right of Way/Woods	05/31/2012	Active	B5 - Turf & Ornamental	05/31/2012	Active
<small>Licensed Categories</small>	<small>Expires</small>	<small>Status</small>									
B3 - Right of Way/Woods	05/31/2012	Active									
B5 - Turf & Ornamental	05/31/2012	Active									
ISSUED TO:	1000038428 BRADLEY KEITH NORMAN 4833 W. PALO VERDE AVE. GLENDALE AZ 85302										
This license MUST be renewed by May 1 of each year, and shall expire on May 31 of each year. <small>© Copyright 2007 Office Of Pest Management. All Rights Reserved.</small>											

Non-Transferable	Arizona Department of Agriculture Office Of Pest Management 1688 West Adams Street, Phoenix, AZ 85007 (602) 255-3652 Phone; (602)255-1281 Fax http://www.azda.gov	Printed: 11/29/2011 Printed By: 30598						
License No: 30598								
Qualifying Party License		<table border="0"> <tr> <td><small>QP Licensed Categories</small></td> <td><small>Expires</small></td> <td><small>Status</small></td> </tr> <tr> <td>B3 - Right Of Way/Woods</td> <td>12/31/2012</td> <td>Active</td> </tr> </table>	<small>QP Licensed Categories</small>	<small>Expires</small>	<small>Status</small>	B3 - Right Of Way/Woods	12/31/2012	Active
<small>QP Licensed Categories</small>	<small>Expires</small>	<small>Status</small>						
B3 - Right Of Way/Woods	12/31/2012	Active						
ISSUED TO:	1000038428 BRADLEY KEITH NORMAN 4833 W. PALO VERDE AVE. GLENDALE AZ 85302							
This license MUST be renewed by December 1 of each year, and shall expire on December 31 of each year. <small>© Copyright 2007 Office Of Pest Management. All Rights Reserved.</small>								

CERTIFIED ARBORIST'S LICENSE



SAMPLE INSURANCE CERTIFICATE

ACORD, CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/25/2010
PRODUCER Phone: 310-697-0709 Fax: 314-979-6215 HUB International Riggs 12175 Network Blvd., #100 San Antonio TX 78249	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ISS Grounds Control, Inc. 1019 Central Parkway N, Suite 100 San Antonio TX 78232-5027	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: LIBERTY MUT FIRE INS CO	11748
	INSURER B: LM INS CORP	33600
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LCC	TB2291401091290	1/1/2010	1/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/DP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AS5291401091020	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WA229D401091080	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STAT-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

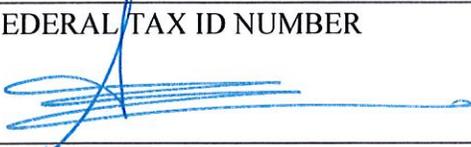
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Sample 2960 E. Elwood Phoenix AZ 85040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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SECTION A

IV. VENDOR INFORMATION FORM

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

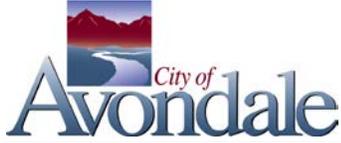
<u>ISS Grounds Control, Inc.</u>	<u>06-1534279</u>
VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
<u>Todd Huston, General Manager</u>	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
<u>2960 E. Elwood St.</u>	<u>(602) 304-0304 / (602) 304-0321</u>
ADDRESS	TELEPHONE FAX #
<u>Phoenix, AZ 85040</u>	<u>11/20/12</u>
CITY STATE ZIP	DATE
WEB SITE: <u>www.groundscontrol.com</u>	E-MAIL ADDRESS: <u>Todd.Huston@us.issworld.com</u>

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? NO

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



REQUEST FOR PROPOSALS
Facilities Landscaping Services

PR 13-010

Addendum No. 1

Date: November 15, 2012
From: David Ramuz, City Representative
Subject: Addendum No. 1 to Solicitation No. PR 13-010
Proposal Due Date: **November 20, 2012**, 3:00 p.m. (local time, Phoenix, AZ)

SCOPE

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

This Addendum No. 1 consists of modifications to the Solicitation Information and Selection Schedule and revisions to the Scope of Work.

ADDENDUM

1. The Solicitation Information and Selection Schedule is hereby modified as follows:

Proposal Due Date and Time:	November 20, 2012 3:00 p.m. (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	December 3, 2012
Oral Interviews (if necessary):	December 10, 2012
Anticipated Agreement Start Date:	February 1, 2013

2. Scope of Work, Subsection 2.5, A(6) is deleted in its entirety and replaced with:

Van Buren west of Avondale Boulevard
(pavers 1,827 SF; landscaping 6,174 SF)

3. Scope of Work, Subsection 2.5, A(10) is hereby deleted in its entirety and replaced with:

McDowell, east of Avondale Boulevard

4. Scope of Work, Subsection 2.6 is hereby deleted in its entirety and replaced with:

2.6 Parks.

A. Locations. The following eleven parks are to be Serviced (**not including** the sports playing surfaces, i.e., ball fields, soccer fields, multi-use fields):

1. Donnie Hale, 10875 West Pima Cashion
2. Mountain View, 201 East Mountain View Drive
3. Dennis DeConcini, 351 East Western Avenue
4. Fred Campbell, 101 East Lawrence Boulevard
5. Dessie Lorenz, 202 East Main Street
6. Las Ligas, 12421 West Lower Buckeye Road
7. Doc Rhoades, 104 West Western Avenue
8. Dysart Park, Dysart and Main Street
9. Friendship Park, 12325 West McDowell
10. Festival Fields Park, 101 West Lower Buckeye Road
11. Sernas Plaza, 521 East Western Avenue

B. Additional Specifications.

1. Contractor shall perform maintenance five days per week, Monday through Friday.
2. All trash and litter is to be removed daily, including emptying the trash receptacles.
3. Restrooms at Friendship Park, Donnie Hale Park and Festival Fields Park shall be cleaned and sanitized seven days per week, including, but not limited to all fixtures, toilets, handles, mirrors, windows and chrome. Floors and walls shall be cleaned, trash emptied and new trash liners installed. Contractor shall provide all trash can liners and cleaning supplies including, but not limited to, cleaning solutions, mops, brooms, hoses and cleaning rags. Contractor shall re-stock all paper and soap products, which shall be supplied by the City.

4. Scope of Work, Subsection 2.7, A(16) is hereby deleted in its entirety and replaced with:

Garden Lake Booster Station, 3100 North 107th Avenue

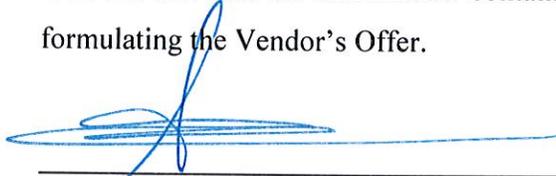
**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR PROPOSALS**

Facility Landscaping Services

PR 13-010

Addendum No. 1

Todd Huston, ISS Grounds Control, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in
formulating the Vendor's Offer.


Signed _____ Date 11/20 2012

Todd Huston
Print Name

General Manager
Title

ISS Grounds Control, Inc.
Company Name

2960 E. Elwood St.
Address

Phoenix, Az 85040
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

The Contractor shall have experience and knowledge relating to landscaping services, including, but not limited to, mowing, edging, pruning, fertilizing, irrigation programming, raking, weeding, and trash/debris cleanup. The Contractor shall furnish all labor, materials, equipment, tools, services and skill required to maintain the landscape in a healthy and attractive condition throughout the Contract period.

Contractor shall guarantee performance of the Services between the hours of 5:00 a.m. and 4:00 p.m. (local time, Phoenix, Arizona). The Contractor shall have the right to use weekends and holidays to accomplish limited weekly, monthly, semi-annual and annual Services as approved by the City. Upon notification of Contract award, Contractor shall prepare and submit a delivery schedule for each of the Services (i.e., turf maintenance, fertilization, irrigation) stating the number of calendar days on a monthly basis required to deliver each Service to the City.

No minimum manpower requirements shall be placed on the Contractor in relation to the number of landscape personnel required. The Contractor shall have each facility, as listed, in first-rate condition according to the specifications in this Agreement on each Service day, unless otherwise stated herein. The Contractor is encouraged to schedule Services for each facility whereby supervision of Contractor's personnel and security of the facility will be maintained at all times. The Contractor shall be expected to coordinate landscape services with the City Representative. Landscape services shall be coordinated and/or scheduled to prevent interference and/or disturbance of City business such as events, sports activities, or meetings held in certain areas of the facility during the servicing period.

I. GENERAL REQUIREMENTS. The following specifications shall apply to all of the Services provided by the Contractor pursuant to this Agreement.

1.1 Irrigation Specifications.

A. Watering.

1. Watering shall be scheduled by the Contractor on automatic controllers in quantities and frequencies consistent with seasonal requirements and accepted horticultural practices of the lawn, trees and plant materials in the landscape and adjusted as needed.

2. Sprinkler heads shall be checked during each visit for required adjustments and replacements to ensure maximum coverage. Immediate adjustments shall be made to correct (a) over-spray into streets, parking lots or other paved areas, (b) excessive runoff from elevated lawn areas and (c) standing water. **AT NO TIME SHALL STANDING WATER BE ALLOWED TO EXIST.**

3. Hand watering may be required in some areas or if irrigation system is under repair.

4. Watering shall be scheduled at night unless notified otherwise by the City Representative. Exceptions are watering after fertilization and at times of over seeding.

5. Contractor shall use a soil probe to occasionally monitor soil moisture levels in the root areas of trees, shrubs and plant materials.

6. Tree wells shall be maintained within drip or shrub areas to ensure proper retention of irrigation water.

7. Contractor shall adhere to City building codes and state and local watering restrictions.

8. Every effort shall be made to conserve water.

B. Inspection, Damages and Repairs.

1. Complete irrigation systems shall be inspected for proper operation monthly during normal work schedule.

2. All labor and material for minor repairs (i.e., head replacement and minor line leaks) are included in this Scope of Work.

3. Major irrigation repairs (i.e., controllers, time clocks, backflow prevention devices) shall be repaired on a time-and-materials basis, as approved by the City. If the Contractor is required to make emergency repairs or adjustments at times other than regularly scheduled visits, the work shall be accomplished on a time-and-materials basis. Contractor's staff must be certified to perform the required repairs.

4. Any damages to the irrigation system caused by the Contractor's equipment or carelessness while performing the Services shall be repaired without charge to the City. Vandalism or accidental damage caused by others shall be reported promptly to the City Representative.

1.2. Turf Specifications.

A. Mowing, Edging and Trimming. All turf areas shall be mowed, trimmed and edged once per week. All turf areas adjacent to paved surfaces, including, but not limited to sidewalks, curbs, headboards, as well as around planters, sprinkler heads, trees and shrubbery shall be edge trimmed. All sidewalks and curbs shall be swept of clippings and all trash/debris shall be removed from the premises. De-thatching and/or verticutting shall occur as necessary, but not less than once each year.

B. Fertilization. Turf areas shall be fertilized each spring to coincide with the Bermuda grass regeneration and repeated in 6-8 weeks. Fertilizers must be pre-approved by the City. Appropriate watering procedures shall be followed before and after fertilizer application.

C. Aeration. Turf areas shall be aerated two times per year.

1.3. Trees, Shrubs and Groundcover Specifications.

A. Pruning and Trimming.

1. Contractor shall prune, shape, thin and trim all trees, shrubbery, hedges and plants as necessary to stimulate growth, maintain shade over walkways, maintain a natural appearance or growth within space limitations and to eliminate all damaged or diseased wood. Suckers are to be removed immediately on appearance.

2. Height for tree canopy pruning is eight feet. This does not apply to palm trees.

3. Palm trees shall be trimmed and skinned as necessary.

4. Pruning that creates a pom, ball, box or umbrella look is unacceptable, unless it is required by the design.

5. All trees, shrubs and bushes are to be pruned in such a manner so as to permit an unobstructed view of all signage and traffic and do not present a hazard to pedestrians or vehicles. In the event that such pruning results in an unsightly appearance, it will be the responsibility of the Contractor to make the City aware of the problem and suggest a remedy.

6. Trees and shrubs that have died or have been subject to wind damage should be brought to the attention of the City for decisions concerning replacement.

7. Ground cover must be edged as needed to prevent it from spreading over walks and curbs or up walls and into other plants.

8. All debris must be removed off-site on the day of service.

B. Staking and Guying. Stakes and guys are to be inspected regularly and adjusted, replaced or removed as necessary. All labor and materials for minor repairs shall be included within this Scope of Work.

C. Fertilization and Spraying. Contractor shall fertilize annually with appropriate fertilizers approved by the City to maintain the health of trees, shrubs and plants. Olive trees are to be sprayed to prevent fruit formation on an annual basis.

D. Dead and Declining Foliage: Trees, shrubs and plants that are in a state of decline or dead shall be brought to the attention of the City immediately. Replacements shall be of the size, condition, and variety acceptable to the City and no replacements shall occur without the written approval of the City. **Failure of the Contractor to document and report such state of decline to the City, followed by the subsequent death of the tree, shrub or plant, shall shift the responsibility to the Contractor for the replacement of the tree, shrub or plant of a size, condition and variety acceptable to the City, at the Contractor's sole expense.**

E. Storm/Wind Damage. Contractor must inspect for damage and perform re-staking, trimming and/or removal of debris within eight hours after any wind or storm activity.

1.4 Cleaning Specifications.

A. On a daily basis, Contractor shall remove litter, trash, animal waste, dried or dead plants and parts of plants (leaves, fronds, branches). Trash receptacles are to be emptied and replaced with new trashcan liners (to be provided by the Contractor).

B. Cleaning includes, but is not limited to, granite areas, walkways, streets, concrete portions of medians and driveways.

C. Contractor shall blow all debris from sidewalks, curbs, gutters, granite rock areas, parking lots and turf areas on each Service day. Debris shall be blown to a collecting area, picked up and removed from the site. **Contractor shall comply with the leaf blower policy effective March 31, 2008, which prohibits operating leaf blowers on any high pollution advisory day and blowing landscape debris into public roadway at any time.**

1.5 Granite Maintenance.

A. Raking and leveling of decomposed rock areas shall be done as needed.

B. A pre-emergent herbicide shall be applied semi-annually (Spring and Fall) to prevent the germination of most noxious weeds and grasses.

C. Weeds and grass growing in decomposed rock areas, shrub beds, planter islands, ground cover areas and cracks of sidewalks, curbs, and asphalt adjacent to landscaped areas shall be removed daily, manually or by post-emergent herbicides.

1.6 Weed and Pest Control. Weeds shall not be allowed to become established in any turf, landscape or walkway area; the Contractor shall either manually or chemically remove them. Pre- and post- emergent shall be administered as required, and the use of chemicals should be limited to only what is necessary and shall be applied in accordance with the manufacturer's recommendations, as well as all local, state and federal standards and regulations. Contractor shall supply the City with copies of material safety data sheets ("MSDS") for all herbicides and pesticides prior to application. The City reserves the right to deny the use of any chemical deemed not to be in the best interests of the City, its employees, or the environment.

FREQUENCY SCHEDULE

Service Type	Description	Frequency
Irrigation		
	Watering	Nightly & seasonal requirements
	Sprinkler head check	Daily
	Inspection, repair damages	Monthly at minimum
Turf Maintenance		
	Mowing, edging, trimming	Weekly
	De-thatching and/or verticutting	Once annually at minimum
	Fertilization: two applications, 6-8 week interval	Once annually (Spring)
	Aeration	Semi-annually
Trees, Shrubs, Groundcover		
	Pruning and trimming	As needed
	Staking and guying	As needed
	Fertilization and spraying	Once annually
	Irrigation	Nightly & seasonal requirements
	Removal/replacement of dead and declining foliage	As needed
	Storm/wind damage repair	As needed
Cleaning		
	Removal liter, trash, animal waste, dead plants (includes granite areas, walkways, streets, etc.)	Daily
	Empty trash receptacles and replace liners	Daily
Granite Maintenance		
	Raking and leveling	As needed
	Pre-emergent herbicide	Semi-annually (Spring, Fall)
	Blow (leaf blower)	Daily
	Unwanted grass and weed removal	Daily
Weed and Pest Control		
	Manual removal or pre-emergent and post-emergent application	As needed
Miscellaneous (Locations as Specified)		
Power wash walkways	Sam Garcia, American Sports Center	Daily
Contouring and leveling	Wetlands	Weekly
Metal boarder maintenance and repair	Wetlands	As needed
Culvert grates cleaning	Wetlands	Weekly
Trash receptacles (28)	Wetlands	Daily
Restroom cleaning and sanitizing; trash receptacles; restock paper and soap products	Parks	Daily

II. CITY FACILITIES TO BE SERVICED. The facilities listed below shall receive Services related to turf, trees, shrubs, cleaning, granite maintenance, weed control and pest control, all in accordance with the Specifications at the times set forth in the Frequency Schedule, and as set forth in Section I above.

2.1 Civic Center Campus.

A. Location. 11465 W. Civic Center Drive.

B. Additional Specifications. Designated areas of the Civic Center Campus (see enclosed map on page B-10), shall be over seeded on an annual basis. Proper turf preparation, adequate seed quantity and fertilization shall be performed to ensure the growth of superior winter grass.

2.2 American Sports Center (“ASC”) and Sam Garcia Library.

A. Locations.

1. Sam Garcia Library, 495 East Western Avenue
2. ASC, 755 North Avondale Boulevard

B. Additional Specifications.

1. Hand-water the pots and truletts on the ASC grounds daily.
2. Clean seven days/week.
3. Contractor shall power wash all walkways adjacent to the ASC and Sam Garcia Library seven days/week.

2.3 Other City Facilities. The following ten City facilities are to be serviced:

- A. Avondale Community Center, 1007 South 3rd Street
- B. Police and Fire Station 171, 519 East Western Avenue
- C. Fire Station 172, 1825 North 107th Avenue
- D. Fire Station 173, 11510 West Durango
- E. Public Safety Station 174, 3200 North Dysart Road
- F. Waste Water Treatment Plant, 1408 South Dysart Road
- G. Municipal Operations Service Center, 399 East Lower Buckeye
- H. Old City Hall, 525 North Central Avenue
- I. Care First Facility, 328 West Western
- J. Norton Building, 201 East Van Buren

2.4. Crystal Gardens (Wetlands). The water edges of the lakes of the Crystal Gardens subdivision, which are located between McDowell Road and Thomas Road on Crystal Gardens Parkway (see Map, page B-11).

A. Additional Specifications.

1. Walking Pathway

a. Contouring and Leveling. Contractor shall use a drag mat to contour and level the walking pathway once each week in order to maintain the pathway in a safe and esthetic condition. Holes, erosions and other imperfections shall be repaired and new decomposed granite (“DG”) added as required. Contractor shall keep a stock of the DG on reserve at the storage yard designated for Crystal Garden’s storage. Contractor shall maintain a supply of no less than five tons, and no more than 10 tons, of DG at the storage yard at any given time so that the addition of DG to the walk path can be performed on a routine basis.

b. Metal Border. The metal border separating the walking pathway and the turf area shall be maintained in a safe condition by re-burying any portion of the metal border that may have been pulled up and presents a hazard. The metal border shall be maintained in its original function which is to separate the walking pathway and the turf areas. Any portion of the walking pathway metal border that cannot be repaired shall be replaced. Labor to replace the border shall be included in the contract. Materials shall be provided by the Contractor and billed at a cost plus markup.

c. Culvert Grates: Contractor shall be responsible for cleaning out any trash that may become trapped in the culvert grates that exist in various areas of the water edges weekly.

d. Trash Receptacles. The Contractor shall be responsible for removing the trash bags from the 28 trash containers located along the walking pathway and refitting with empty bags daily.

2.5. Medians, Easements and Cemetery.

A. Locations. The following 18 areas are to be serviced:

1. McDowell Road from Dysart to Rancho Santa Fe
2. McDowell Road from 107th Avenue to 99th Avenue
3. 99th Avenue, north and south of McDowell
4. 107th Avenue, north of McDowell Road
5. Dysart, from Van Buren to Indian School Road
6. Van Buren west of Avondale Boulevard
(pavers 1,827 SF; landscaping 6,174 SF)
7. Loma Linda, from 1st to 2nd Streets
8. Lower Buckeye, from 123rd Avenue to 127th Avenue
9. Avondale Blvd., from Buckeye Road to North of McDowell Road
10. McDowell, east of Avondale Boulevard
11. Western Avenue, from Dysart to Central
12. Encanto at 113th Avenue
13. Easement at Dysart and Van Buren extending north on east side

14. Median at 107th Avenue and Indian School Road
15. Hill Drive corner retention, north of Western
16. Buckeye Road, southwest side extending west
17. Indian School Road, east of Dysart
18. Goodyear Farms Cemetery, Santa Fe Trail and Indian School Road

B. Additional Specifications.

1. Contractor shall perform maintenance five days per week, Monday through Friday.
2. All trash and litter is to be removed daily, including the trash receptacles located along Western Avenue.
3. Brickwork in medians shall be kept in a clean and orderly manner. All debris shall be cleaned off and bricks that have become dislodged shall be reset. Brickwork shall be maintained to be weed and grass free.

2.6 Parks.

A. Locations. The following eleven parks are to be Serviced (**not including** the sports playing surfaces, i.e., ball fields, soccer fields, multi-use fields):

1. Donnie Hale, 10875 West Pima Cashion
2. Mountain View, 201 East Mountain View Drive
3. Dennis DeConcini, 351 East Western Avenue
4. Fred Campbell, 101 East Lawrence Boulevard
5. Dessie Lorenz, 202 East Main Street
6. Las Ligas, 12421 West Lower Buckeye Road
7. Doc Rhoades, 104 West Western Avenue
8. Dysart Park, Dysart and Main Street
9. Friendship Park, 12325 West McDowell
10. Festival Fields Park, 101 West Lower Buckeye Road
11. Sernas Plaza, 521 East Western Avenue

B. Additional Specifications.

1. Contractor shall perform maintenance five days per week, Monday through Friday.
2. All trash and litter is to be removed daily, including emptying the trash receptacles.
3. Restrooms at Friendship Park, Donnie Hale Park and Festival Fields Park shall be cleaned and sanitized seven days per week, including, but not limited to all fixtures, toilets, handles, mirrors, windows and chrome. Floors and walls shall be cleaned, trash emptied and new trash liners installed. Contractor shall provide all trash can liners and cleaning supplies including, but not limited to, cleaning solutions, mops,

brooms, hoses and cleaning rags. Contractor shall re-stock all paper and soap products, which shall be supplied by the City.

2.7 Well Sites and Booster Stations.

A. Locations. The following 17 sites and stations are to be serviced:

1. Well No. 7, 4125 North El Mirage Road
2. Well No. 8, 1940 North 99th Avenue
3. Well No. 10, 12105 West Thomas Road
4. Well No. 11, 12139 West Cambridge Lane
5. Well No. 12, 2316 North 123rd Lane
6. Well No. 18, 13081 West McDowell Road
7. Well No. 19, 12550 West McDowell Road
8. Well No. 20, 4652 North El Mirage Road
9. Well No. 21, 12236 West Chase Lane
10. Well No. 23, 11805 West Encanto Drive
11. Well No. 25, 12405 West Van Buren
12. Cold Water Springs Booster Station, 12533 West Van Buren
13. Rancho Santa Fe Booster Station, 12550 West McDowell Road
14. Gateway Booster Station, 1960 North 99th Avenue
15. Northside Booster Station, 3850 El Mirage Road
16. Garden Lake Booster Station, 3100 North 107th Avenue
17. Del Rio Booster Station, 11770 West Wyman Avenue

B. Additional Specifications.

1. Contractor shall spray pre- and post- emergent inside and out at all well sites and booster stations seasonally.
2. Garden Lake booster station will need to be maintained in accordance with General Requirements.

III. SITE INSPECTIONS. As part of the Contract administration process, the City Representative, or designee, shall inspect each site to ensure Contractor is maintaining the landscape in a manner that keeps the City facilities appearing clean, manicured, healthy, flourishing, wholesome, and free from weeds and pest infestations. Site inspections will also determine if the Contractor is in compliance with the above Specifications. A quality inspection form, as shown on pages B-12 and 13, will be used to evaluate the Contractor's performance on a weekly basis and the City Representative shall meet monthly with the Contractor to review the inspection reports and discuss any deficiencies. The following rating system will be used on the quality inspection form:

- 1 – Poor
- 2 – Needs improvement
- 3 – Fair
- 4 – Good
- 5 – Excellent

**ANY AREA RECEIVING A RATING OF “POOR” OR “NEEDS IMPROVEMENT”
MUST BE CORRECTED IMMEDIATELY.**

CITY OF AVONDALE



**QUALITY INSPECTION FORM
LANDSCAPE SERVICES – PR 13-010**

INSPECTION DATE

INSPECTOR

FACILITY NAME:

FACILITY ADDRESS

VENDOR

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>SCORE</u>	<u>POSSIBLE</u>	<u>PERCENT</u>
Lawns/Turf								
cut to 1 1/2"						_____	5	_____
edge trimming						_____	5	_____
remove clippings						_____	5	_____
insect/disease control						_____	5	_____
weed control						_____	5	_____
irrigation						_____	5	_____
seasonal maintenance						_____	5	_____
						total _____	40	_____
Desert/Granite Areas								
clean						_____	5	_____
weed free						_____	5	_____
uniform appearance						_____	5	_____
						total _____	20	_____
Trees/Shrubs								
pruned/trimmed						_____	5	_____
staked/guyed						_____	5	_____
healthy appearance						_____	5	_____
damaged (storm/wind)						_____	5	_____
absence of dead foliage						_____	5	_____
irrigated						_____	5	_____
						total _____	30	_____
Weed/Pest Control								
absence of weeds						_____	5	_____
absence of pests						_____	5	_____
						total _____	10	_____
Irrigation Systems								
operation						_____	5	_____
sprinkler direction/coverage						_____	5	_____
watering schedule						_____	5	_____
absence of damage						_____	5	_____
						total _____	20	_____

QUALITY INSPECTION FORM (con't)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>SCORE</u>	<u>POSSIBLE</u>	<u>PERCENT</u>
Trash Receptacles								
emptied						_____	5	_____
replacement bags						_____	5	_____
						total	10	_____
Median Areas								
clean						_____	5	_____
granite maintained						_____	5	_____
tree/shrub appearance						_____	5	_____
weed free						_____	5	_____
						total	20	_____
						Total all	200	_____

- 1-Poor
- 2-Needs improvement
- 3-Fair
- 4-Good
- 5-Excellent

I hereby affirm that I have inspected the above areas and find the above ratings true.

 Printed Name

 Signature

 Date

Any area receiving a rating of "Needs Improvement" or "Poor" must be corrected immediately.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.

[Fee Proposal]

See following pages.

LANDSCAPING SERVICES--PR 13-010 (Revised 11/20/2012)

Provide Monthly Billing rates and the estimated number of Monthly hours per City facility for the Initial Term and all Renewal Terms. Offeror must consider all requirements listed in the RFP and Scope of Work and past experience providing the same type of services to other clients to determine its proposal costs. These rates will remain firm and fixed for the duration of the Agreement subject to modification only as set forth herein. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Proposal shall result in a determination that a Proposal non-responsive.**

Items	Description City Facilities	Estimated Monthly Hours	Monthly Pricing	Offeror's Notes
Section 2.1				
1.	Civic Center Campus	302	\$ 6,598.00	5 x W
Section 2.2				
1.	American Sports Center	161	\$ 3,544.00	7 x W
2.	Sam Garcia Library	53	\$ 1,141.00	7 x W
Section 2.3 City Structures				
1.	Avondale Community Center	13	\$ 327.00	5 x W
2.	Police station & Fire station 171	14	\$ 311.00	5 x W
3.	Fire Station 172	43	\$ 962.00	5 x W
4.	Fire Station 173	35	\$ 776.00	5 x W
5.	Public Safety Station 174	34	\$ 739.00	5 x W
6.	Waste Water Treatment Plant	35	\$ 766.00	5 x W
7.	Municipal Operations Service Center	35	\$ 755.00	5 x W
8.	Old City Hall	8	\$ 191.00	5 x W
9.	Care First Facility	21	\$ 453.00	5 x W
10.	Norton Building	11	\$ 273.00	5 x W
	Subtotal	765	\$16,836.00	
Section 2.4 Wetlands				
1.	Crystal Garden Wetlands	386	\$ 8,647.00	5 x W
	Subtotal	386	\$ 8,647.00	
Section 2.5 Medians, Easements and Cemetery				
1.	Medians, Easements	235	\$ 6,242.00	5 x W
2.	Cemetery	38	\$ 895.00	5 x W
	Subtotal	273	\$ 7,137.00	
Section 2.6 Parks				
1.	Donnie Hale	43	\$ 1,804.00	7 x W
2.	Mountain View	39	\$ 1,004.00	7 x W
3.	Dennis DeConcini	26	\$ 691.00	7 x W
4.	Fred Campbell	21	\$ 551.00	7 x W
5.	Dessie Lorenz	58	\$ 1,353.00	7 x W
6.	Las Ligas	63	\$ 1,509.00	7 x W
7.	Doc Rhoades	21	\$ 260.00	7 x W
8.	Dysart Park	24	\$ 634.00	7 x W
9.	Friendship Park	191	\$ 7,450.00	7 x W
10.	Festival Fields Park	180	\$ 5,085.00	7 x W
11.	Sernas Plaza	38	\$ 880.00	7 x W
	Subtotal	704	\$21,221.00	

LANDSCAPING SERVICES--PR 13-010
Price Proposal (Continued)

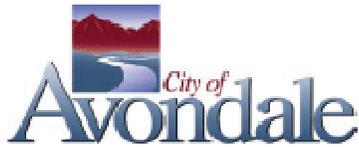
Items	Description City Facilities	Estimated Monthly Hours	Monthly Pricing	Offeror's Notes
Section 2.7 Well Sites and Booster Stations				
1.	Well No. 7	3	\$ 75.00	1 x W
2.	Well No. 8,	3	\$ 75.00	1 x W
3.	Well No. 10	3	\$ 75.00	1 x W
4.	Well No. 11	3	\$ 75.00	1 x W
5.	Well No. 12	3	\$ 75.00	1 x W
6.	Well No. 18	3	\$ 75.00	1 x W
7.	Well No. 19	8	\$ 214.00	1 x W
8.	Well No. 20	3	\$ 75.00	1 x W
9.	Well No. 21	3	\$ 75.00	1 x W
10.	Well No. 23	3	\$ 83.00	1 x W
11.	Well No. 25	3	\$ 75.00	1 x W
12.	Cold Water Springs Booster Station	52	\$ 1,296.00	1 x W
13.	Rancho Santa Fe Booster Station	16	\$ 394.00	1 x W
14.	Gateway Booster Station	8	\$ 214.00	1 x W
15.	Northside Booster Station	16	\$ 405.00	1 x W
16.	Garden Lake Booster Station	21	\$ 515.00	1 x W
17.	Del Rio Booster Station	42	\$ 1,039.00	1 x W
	All other costs (Must specify)		*\$65.00/tree	Olive tree spraying
	Subtotal	193	\$ 4,835.00	
	Totals	2,321	\$58,676.00	

Company Name: ISS GROUNDS CONTROL, INC



 Authorized Signature & Title

Date: 11/20/12



CITY COUNCIL REPORT

SUBJECT:

Resolution 3090-213 - Amended and Restated
White Mountain Apache Tribe Water Rights
Quantification Agreement

MEETING DATE:

February 4, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to request the City Council adopt a resolution approving the Amended and Restated White Mountain Apache Tribe (Tribe) Water Rights Quantification Agreement between the City of Avondale, White Mountain Apache Tribe, and United States allowing for the lease of the Tribe's Central Arizona Project (CAP) allocation and authorizing the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Tribe, whose reservation is located upstream of the Phoenix Metropolitan Area and the Salt River Project dams, has asserted claims to surface water from the Salt River Watershed. Over the past several years, the Tribe and other affected parties have participated in negotiations intended to settle these claims. Since the Tribe's claims relate to diversions of surface water from the Salt River Watershed, one of the City of Avondale sources of water, the City has been participating in settlement activities.

On October 8, 2008, the City Council authorized the Mayor to express support for legislation to resolve any water rights claims of the Tribe in the State of Arizona. On March 2, 2009, City Council approved Resolution 2808-309 The White Mountain Apache Tribe Water Rights Quantification Agreement, allowing for the lease of the Tribe's CAP allocation. Once all parties to the settlement approved the Agreement, it went to the United States for their review/approval.

DISCUSSION:

Upon completion of their review, the United States proposed seven major revisions. Six of the proposed revisions were related to the White Mountain Apache Tribe's infrastructure improvement projects or the funding associated with them. The revision that is of note to the City is one that extends the enforceability date by two years to 2015. The significance of the enforceability date is that it is the date on which the lease and payments will begin.

Through the agreement, Avondale will lease a total of 882 acre-feet per year of CAP water. Of this total, 242 acre-feet will be high priority water equivalent to that received pursuant to Avondale's current M&I Subcontract. This high priority water would be the last type of water to be cut during shortage periods. Avondale will pay a one-time lease cost of \$2,550 per acre-foot for this high priority water. Avondale will lease an additional 640 acre-feet per year of lower priority CAP water at a one-time cost of \$2,074 per acre-foot. This priority is equivalent to agriculture priority CAP water, and will be the second to last type of water to be cut during times of shortage. The lease will be for a period of 100 years. This leased water can be recharged or used directly and can be recovered, if recharged, at one of Avondale's recovery wells.

BUDGETARY IMPACT:

The total one-time cost to receive 882 acre-feet of CAP water per year for 100 years is \$1,944,460 in 2008 dollars. The lease will not be enforceable and payments for the leased water will not begin until the enforceability date of the agreement, which currently is expected to be in 2015. In addition, Avondale will be responsible for the ongoing cost of delivery of the leased CAP water once the city begins to receive the water. For 2008, these costs were \$91 per acre-foot.

Funding for the one time costs have been identified in FY 14/15 of the 5-year CIP (line item 514-1285) and the ongoing cost for delivery will be paid from the Water Resources Operating Budget, line item 501-9112-00-6350.

RECOMMENDATION:

Staff recommends that the Council adopt a resolution approving the Amended and Restated White Mountain Apache Tribe (Tribe) Water Rights Quantification Agreement between the City of Avondale, White Mountain Apache Tribe, and United States and authorize the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Resolution 3090-213](#)
- [WMAT Settlement Agreement](#)

RESOLUTION NO. 3090-213

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AND RESTATED WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS QUANTIFICATION AGREEMENT AND EXHIBITS THERETO.

WHEREAS, the City of Avondale (the “City”) is a claimant of water rights in the General Stream Adjudication of All Rights to Use Water in the Gila River and Source in Maricopa County Superior Court (the “Adjudication”) wherein the United States has asserted claims on behalf of the White Mountain Apache Tribe (the “Tribe”) to substantial water rights; and

WHEREAS, recognizing that final resolution of these and other pending proceedings may take many years, entail great expense, prolong uncertainty concerning the availability of water supplies, and impair the long term economic well-being of the parties, the Tribe, the City and the other named parties have agreed to permanently settle the claims of the Tribe as provided in the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement dated November 1, 2012 (the “Amended and Restated Quantification Agreement”); and

WHEREAS, the best interests of the City will be served by approving and entering into the Amended and Restated Quantification Agreement.

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

SECTION 1. The Amended and Restated Quantification Agreement among the United States of America, the State of Arizona, the Tribe, the Salt River Project Agricultural Improvement and Power District, the Salt River Valley Water Users’ Association, the Roosevelt Irrigation District, the Roosevelt Water Conservation District, Arizona Water Company, the Arizona Cities of Phoenix, Mesa, Tempe, Chandler, Glendale, Scottsdale, Avondale, Peoria and Show Low, the Arizona Town of Gilbert, Buckeye Irrigation Company, the Buckeye Water Conservation and Drainage District, and the Central Arizona Water Conservation District is hereby approved. The Amended and Restated Quantification Agreement and the Exhibits thereto are on file at the City Attorney’s Office or at such location as is directed by the City Attorney’s Office.

SECTION 2. The City Manager or his designated representative is hereby authorized on behalf of the City to execute the Amended and Restated Quantification Agreement and the Exhibits thereto, including but not limited to, the Lease Agreement for CAP Water Among the City of Avondale, the Tribe and the United States and the Waivers and Release of Claims by Parties other than the Tribe on behalf of itself and its members and the United States acting in its capacity as trustee for the Tribe and its Members.

SECTION 3. The City Manager or his designated representative is authorized to approve and execute the documents with such minor revisions or non-substantive amendments as are necessary and appropriate and approved as to form by the City Attorney or his designated representative. Execution by the City Manager or his designated representative shall constitute conclusive evidence of this City Council's approval thereof, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his designee thereon.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, February 4, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

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