

CITY COUNCIL AGENDA

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

WORK SESSION
April 1, 2013
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 PENDERGAST ELEMENTARY SCHOOL DISTRICT PRESENTATION

City Council will hear a presentation about the strengths, successes, opportunities and future plans of the Pendergast Elementary School District and discuss how the City of Avondale can support the District. For information and discussion only.

3 2013- 2014 ANNUAL ACTION PLAN UPDATE

City Council will hear a presentation on the Annual Action Plan required to receive grant funding from HUD. An Executive Summary of the Plan is attached. For information, discussion and direction only.

4 ADJOURNMENT

Respectfully submitted,

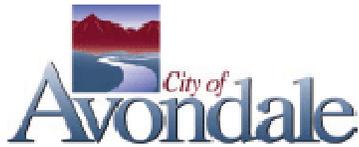
Carmen Martinez
City Clerk

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 grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



CITY COUNCIL REPORT

SUBJECT:

Pendergast Elementary School District
Presentation

MEETING DATE:

April 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will hear a presentation about the strengths, successes and future plans of the Pendergast Elementary School District and discuss how the City of Avondale can support the District.

BACKGROUND:

The quality of the educational system and perceptions of the school districts have a direct impact on the success of the community. In addition to preparing children for higher education and to enter the workforce, it also impacts the desirability of the community from a real estate and development perspective. This item is part of an ongoing dialogue with school district officials and other stakeholders on the educational system. The goal is to understand the strengths and opportunities within each district and to discuss how to strengthen partnerships with the schools.

DISCUSSION:

The Pendergast Elementary School District (Pendergast) serves the portion of Avondale north of McDowell Road and east of Avondale Boulevard. Pendergast also serves portions of Glendale and Phoenix and is a feeder elementary school district to the Tolleson Union High School District. The boundaries extend east to 83rd Avenue and north to Glendale Avenue. Pendergast operates thirteen K-8 elementary schools and the Pendergast Learning Center which also houses the Early Learning Center. Pendergast schools in Avondale include Canyon Breeze Elementary, Garden Lakes Elementary and Rio Vista Elementary. Pendergast enrollment for the 2011-12 school year was 9,570.

Pendergast has a strong history of collaboration with the community and City of Avondale. Pendergast introduced City staff to Kids At Hope and provided technical assistance, as the City became a Kids At Hope community. In the November 2012 election, voters approved a \$31 million bond program with 65 percent voting in favor. The funds will be directed toward construction projects, including multi-purpose facilities for three schools as well as a community resource center; major maintenance, renovation and improvement projects; and improvements and upgrades for technology. When construction work is complete, all Pendergast schools will have multi-purpose facilities available for physical education classes, before-and-after-school activities, school assemblies and community events.

BUDGETARY IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

This report is for information only.

ATTACHMENTS:

Click to download

[Pendergast Elementary School District Boundary Map](#)

Pendergast Elementary School
District Office
 3802 N. 91st Ave.
 Phoenix, Arizona 85037

Pendergast Elementary School District

Pendergast Learning Center Facility (PLC)
 3841 N. 91st Ave.
 Phoenix, Arizona 85037

Pendergast Maintenance & Transportation & Warehouse Facility
 3845 N. 91st Ave.
 Phoenix, Arizona 85037

Amberlea
 8455 W. Virginia Ave.
 Phoenix, Arizona 85037

Canyon Breeze
 11675 W. Encanto Blvd.
 Avondale, Arizona 85392

Copper King/Calderwood
 10730 W. Campbell Ave.
 Phoenix, Arizona 85037

Desert Horizon
 8525 W. Osborn Road
 Phoenix, Arizona 85037

Desert Mirage
 8605 W. Maryland Ave.
 Glendale, Arizona 85305

Garden Lakes
 10825 W. Garden Lakes Parkway
 Avondale, Arizona 85392

Pendergast
 3800 N. 91st Ave.
 Phoenix, Arizona 85037

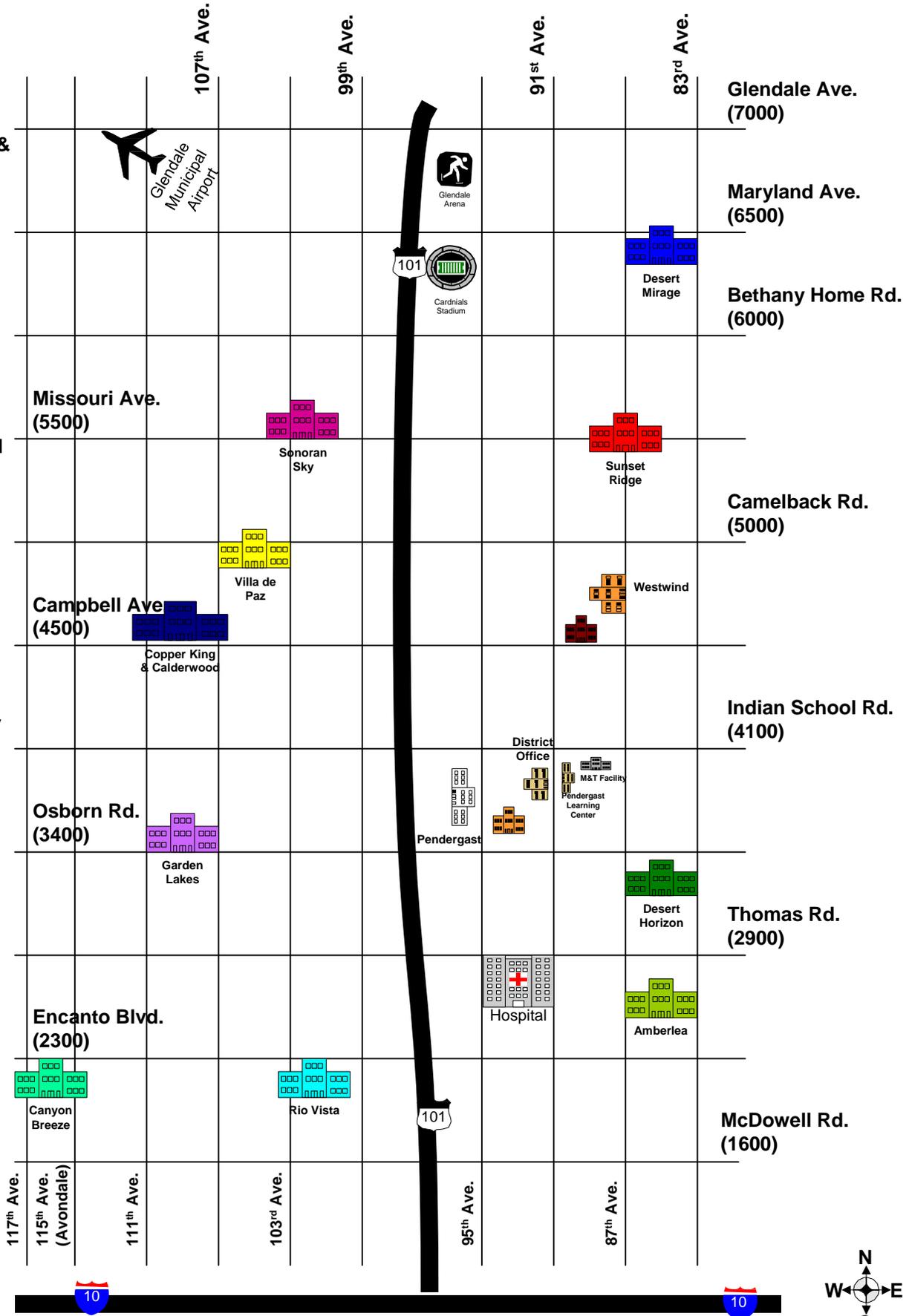
Rio Vista
 10237 W. Encanto Blvd.
 Avondale, Arizona 85392

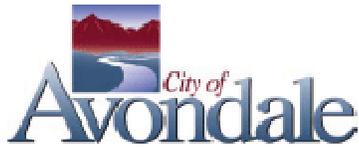
Sonoran Sky
 10150 W. Missouri Ave.
 Glendale, Arizona 85307

Sunset Ridge
 8490 W. Missouri Ave.
 Glendale, AZ 85305

Villa de Paz
 4940 N. 103rd Ave.
 Phoenix, Arizona 85037

Westwind
 9040B W. Campbell Ave.
 Phoenix, Arizona 85037





CITY COUNCIL REPORT

SUBJECT:
2013- 2014 Annual Action Plan Update

MEETING DATE:
April 1, 2013

TO: Mayor and Council
FROM: Gina Montes, Neighborhood & Family Services Director, (623) 333-2727
THROUGH: Charlie McClendon, City Manager

PURPOSE:

HUD is expected to allocate approximately \$600,000 in Community Development Block Grant (CDBG) funds and \$141,000 in Home Investment Partnership (HOME) funds to the City of Avondale for Fiscal year 2013-14 which begins on July 1, 2013 and extends through June 30, 2014. To be eligible to receive the funds the City of Avondale must complete the Annual Action Plan. Staff is seeking council input on the Annual Action Plan which contains recommended budget allocations for CDBG and HOME funds by activity. An Executive Summary of the Plan is attached.

BACKGROUND:

The City of Avondale receives annual allocations of HOME and CDBG funds from HUD. The federal objective of the CDBG program is to "develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low-moderate income persons." The objective of the HOME program is to "create affordable housing opportunities for low-income persons."

City of Avondale goals and objectives with respect to CDBG and HOME are defined in the 5-Year Consolidated Plan which was approved by City Council in April 2010. The Consolidated Plan identified the housing, economic and social development needs of low-income and special needs persons and prescribed strategies to address them. The Annual Action Plan serves as an update to the Consolidated Plan and identifies the goals, strategies and expected outcomes for that program year. HUD requires that local governments involve the public in completing their Annual Action Plans.

DISCUSSION:

Neighborhood and Family Services (NFS) held an extensive public participation process to receive input for the Annual Action Plan. The first public meeting was held on November 14, 2012. The Neighborhood and Family Services Commission reviewed and provided input on the plan on January 23, 2013 at which time the Commission gave their recommendation to request that the council approve the activities and allocations as recommended by staff. The Commission also included in its motion a recommendation that for the following Fiscal Year 2014-15 any infrastructure projects using CDBG funds be subject to review and input by the NFS Commission and be no more than 40 percent of funds after administration expenses. Given the tremendous infrastructure needs in the area, staff will study the impact of the Commission's recommendation and be prepared to address it for the next CDBG/HOME planning process.

Following the public participation process, a draft Annual Action Plan was made available to the public for a 30-day comment period which began on March 5, 2013 and will end on April 6, 2013. Data gathered from the public participation process did not reflect a change in community priorities which remain as follows: preserve the existing affordable housing stock, increase homeownership

opportunities, affirmatively further fair housing in Avondale, support organizations that assist the City's special needs population, support new construction and rehabilitation of affordable rental development, improve public infrastructure and economic conditions in low-income, economically-challenged neighborhoods and to reduce lead based paint hazards in residential dwellings in Avondale. NFS staff, along with the support of the NFS Commission is proposing the following allocations and activities for the 2013-14 Annual Action Plan to City Council. At this time the amount of funding is unknown, as such, two scenarios of funding levels are provided; the first amount is based on prior year funding levels, the second is based funding levels being reduced by approximately 10 percent. The following are the proposed CDBG Allocations.

1. Street Reconstruction \$240,000/216,000
2. Emergency Home Repair \$160,000/144,000
3. Revitalization Area and Small Business Assistance \$40,000/36,000
4. Youth Services \$40,000/36,000
5. Administration \$120,000/108,000

Home Allocations:

1. Home Buyer Assistance \$133,950/120,550
2. Administration \$7,050/6,350

BUDGETARY IMPACT:

The use of approximately \$141,000 in HOME funds will require a 25% non-federal match from the City of Avondale which has been included in the proposed budget. This amounts to approximately \$33,500. CDBG funds do not require a match.

RECOMMENDATION:

Review and discuss the draft Annual Action Plan.

ATTACHMENTS:

Click to download

[Executive Summary 2013-2014](#)

2013/2014 Annual Action Plan Executive Summary

Purpose of the Plan: The U.S. Department of Housing and Urban Development (HUD) is expected to allocate approximately \$600,000 in Community Development Block Grant (CDBG) funds to the City of Avondale for Fiscal year 2013/14 which begins on July 1, 2013 and extends through June 30, 2014. To be eligible to receive the funds the City of Avondale must complete this 2013/2014 Annual Action Plan. The 2010-2014 Consolidated Plan identified the housing and community development needs of low-income and special needs persons and prescribed strategies to address them. HUD requires that local governments involve the public in completing their Annual Action Plan which serves as an update to the 5-year Consolidated Plan. Neighborhood and Family Services (NFS) held a public participation process to receive input for the Annual Action Plan. The first public hearing was held on November 14, 2012. The Neighborhood and Family Services Commission's reviewed, provided comment and resolved to recommend the plan on January 23, 2013. Following these forums a draft Annual Action Plan was made available to the public for the required 30-day comment period beginning on March 5, 2013. Data gathered from the public participation process provided the basis for the goals and strategies outlined herein.

Geographic Allocation and Priorities: Avondale is targeting its funds to its low-income neighborhoods of Historic Avondale, Cashion, Las Ligas and Rio Vista. Activities identified as priorities are public services for special needs populations, owner occupied housing rehabilitation, increasing homeownership opportunities, investing in economically challenged low-income neighborhoods and businesses and street and infrastructure improvements.

Evaluation of Past Performance: In the first three years of the current 5 year planning cycle, the City of Avondale has achieved the following with its CDBG and HOME funds: 1) Owner Occupied Housing Rehabilitation – 28 emergency and 5 substantial projects with an additional projects currently underway; 2) Public Improvements to Infrastructure – completed the design phase for the next infrastructure and street project in the Historic Avondale area; and 3) Youth Job Training and Employment Programs – assisted 20 teens with job training, summer jobs and tuition assistance.

2010-2014 Consolidated Goals and Objectives: The following table lists the Goals and Objectives in the City of Avondale's 5-Year Consolidated Plan:

Proposed Allocations and Activities: Following the Goals and Objectives table, are two proposed budgets. The first budget is based on the prior year funding levels and the second takes into account sequestration and the possible impact of approximately a 10% reduction in funding levels.

Consolidated Plan Goals and Strategies 2010-2014	
Goal 1: Reduce Lead Based Paint Hazards in Residential Dwellings in Avondale.	Strategy 1.1: Adhere to HUD Lead Safe Housing Rule 24 CFR Part 35 in the conduct of rehabilitation and demolition activities
	Strategy 1.2: Provide information to housing recipients as well as the general public about the hazards of lead based paint.
Goal 2: Preserve the existing affordable housing stock.	Strategy 2.1 Operate a Single-Family Owner-Occupied Housing Rehabilitation Program to conduct emergency and substantial rehabilitation activities using CDBG, HOME and a variety of other funding sources.
	Strategy 2.2 Operate a weatherization program using Maricopa County funding and a variety of other funding sources.
	Strategy 2.3: Incorporate energy and water efficiency standard in rehabilitation and weatherization programs that reduce utility costs.
Goal 3: Support new construction and rehabilitation of affordable rental development	Strategy 3.1: Pursue partnerships with non-profit and for-profit developers to construct and rehabilitate affordable rental housing.
Goal 4 : Increase homeownership	Strategy 4.1: Operate a homebuyer assistance program using HOME and a variety of other funding sources.
	Strategy 4.2: Assist agencies conducting homeownership activities in Avondale.
Goal 5: Affirmatively further fair housing in Avondale	Strategy 5.1: Implement strategies for removing impediments to Fair Housing identified in the Avondale 2010 Analysis to Impediments to Fair Housing.
	Strategy 5.2: Sponsor Fair Housing educational seminars for city staff and housing industry professionals.
	Strategy 5.3: Maintain a page on the City's website that serves as a public resource for identifying violations of fair housing laws and filing fair housing complaints.
	Strategy 5.4: Assist the elderly and persons with disabilities with accessibility improvements to their residences.
Goal 6: Support organizations that assist the City's special needs population.	Strategy 6.1: Support local and regional agencies that provide shelter, housing and support services homeless and those close to becoming homeless.
	Strategy 6.2: Operate programs that assist low-income and special needs populations in Avondale.
	Strategy 6.3: Operate programs to provide education, job training and recreational activities for youth.
Goal 7: Improve public infrastructure and economic conditions in low-income, economically-challenged neighborhoods.	Strategy 7.1: Improve streets, sidewalks, lighting, water, sewer and drainage infrastructure in low- to moderate-income Block Groups.
	Strategy 7.2: Construct and rehabilitate community facilities and parks as necessary to meet the educational, recreational and social needs of low income and special needs citizens.
	Strategy 7.2: Construct and rehabilitate community facilities and parks as necessary to meet the educational, recreational and social needs of low income and special needs citizens.
	Strategy 7.3: Assist businesses in low income neighborhoods with improving their buildings and business plans.

**Proposed Allocation of CDBG and HOME Funds
Based on Prior Year Allocations
Annual Action Plan FY 2013-14**

CDBG – approximately \$600,000

Activity	Amount Proposed	Expected Outcomes
Administration	\$120,000	General Admin
Street and Infrastructure Improvements	\$240,000	5 Streets
Emergency Home Repair	\$160,000	Approximately 16 units
Youth Public Services	\$40,000	15-20 youth – Next Step; 30 youth, iSync program; Educ. Assist. program
Revitalization and Small Business Assistance	\$40,000	Small business technical assistance, uniform signage; re-branding to Historic Avondale, loan fund

HOME - Approximately \$141,000

Administration	\$7,050	General Admin
Homebuyer Assistance	\$133,950	5-7 Units

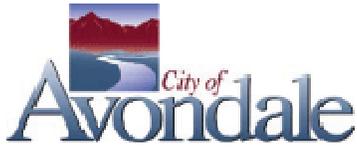
**Proposed Allocation of CDBG and HOME Funds
Based on 10 % Reduction from Prior Year Funding Levels
Annual Action Plan FY 2013-14**

CDBG – approximately \$540,000

Activity	Amount Proposed	Expected Outcomes
Administration	\$108,000	General Admin
Street and Infrastructure Improvements	\$216,000	5 Streets
Emergency Home Repair	\$144,000	Approximately 14 – 15 units
Youth Public Services	\$36,000	15-20 youth – Next Step; 30 youth, iSync program; Educ. Assist. program
Revitalization and Small Business Assistance	\$36,000	Small business technical assistance, uniform signage; re-branding to Historic Avondale, loan fund

HOME - Approximately \$126,900

Administration	\$6,350	General Admin
Homebuyer Assistance	\$120,550	4-5 Units



CITY COUNCIL AGENDA

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

REGULAR MEETING
April 1, 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 March 4, 2013
2. Work Session of March 18, 2013
3. Regular Meeting of March 18, 2013

b. SPECIAL EVENT LIQUOR LICENSE - CINCO DE MAYO SOFTBALL TOURNAMENT

City Council will consider a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a special event liquor license to be used in conjunction with a softball tournament scheduled for May 4th and 5th at Festival Fields located at 101 E Lower Buckeye in Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES - HILTON GARDEN INN

City Council will consider a request from Mary Lambert for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Out and About event on Friday, May 3rd from 6 to 9 pm. The Council will take appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT - FELIX CONSTRUCTION COMPANY

City Council will consider a request to approve a contract with Felix Construction Company for valve repair/replacement and construction services for Rigby Water System and Thomas Road in the amount of \$126,323.44 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. PROFESSIONAL SERVICES AGREEMENT - CONSULTANT REGISTERED SURVEYING, INC.

City Council will consider a request to approve a Professional Service Agreement with Consultant Registered Surveying, Inc. to provide topographical surveying services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

f. CONTRACTOR AGREEMENT - URBAN YOUTH ATHLETIC ASSOCIATION

City Council will consider a request to approve a contractor agreement with the Urban Youth Athletic Association, Inc d/b/a RBI to establish jointly-sponsored athletic programs with the City of Avondale through the Parks, Recreation, and Libraries Department and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

g. PROFESSIONAL SERVICES AGREEMENT – WOOD, PATEL & ASSOCIATES, INC.

City Council will consider a request to approve a Professional Services Agreement with Wood, Patel & Associates, Inc. to provide engineering design services for the Central Avenue Improvement project in the amount of \$147,500.00, authorize the transfer of \$147,500.00 from 304-1267-00-8420 to 304-1178-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

h. PROFESSIONAL SERVICES AGREEMENT - LOGAN SIMPSON

City Council will consider a request to approve a Professional Services Agreement with Logan Simpson Design, Inc. to provide a schematic design services for the Friendship Park renovation project in the amount of not to exceed \$71,811 over a contract term of one (1) year and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

i. FIRST AMENDMENT - LANDSCAPE SERVICES CONTRACT - ISS GROUNDS CONTROL

City Council will consider a request to approve an amendment to the Professional Services Agreement with ISS Grounds Control Inc. to provide additional landscaping services and sports field maintenance for city facilities, parks, medians and easements in the amount not to exceed \$250,008 annually and a total contract increase in the amount of \$1,250,040 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 appropriate action.

j. NOTICE OF INTENT - DEVELOPMENT TAX INCENTIVE AGREEMENT - GUN BO, LLC.

City Council will consider a notice of intent to enter into a development tax incentive agreement with GUN BO, LLC. for future construction of a family entertainment center by Main Event Entertainment, LP. and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

k. CONTRACT TO PURCHASE - CENTERLINE SUPPLY WEST, INC.

City Council will consider a contract with CenterLine Supply West, Inc. for the purchase of a thermoplastic pre-melter trailer, authorize the transfer of \$64,000 from 201-5925-00-6790 to 201-5925-00-8630 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

l. RESOLUTION 3098-413 - GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT - POLICE DEPARTMENT

City Council will adopt Resolution 3098-413 for grant funding from the Governor's Office of Highway Safety to the Avondale Police Department for \$43,810 for e-citation equipment and a speed trailer and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 CONTRIBUTIONS ASSISTANCE PROGRAM AND SUB-COMMITTEE APPOINTMENT

City Council will consider a request to approve the timeline for the Contributions Assistance Program, appoint a Council Subcommittee to review and recommend funding, approve a staff committee to review applications for eligibility, and approve the eligibility criteria. The Council will take appropriate action.

5 CONSTRUCTION CONTRACT AWARD - CACTUS ASPHALT

City Council will consider a request to approve a construction contract with Cactus Asphalt, a Division of Cactus Transport to provide construction services for the Paving Improvement Plan - Rancho Santa Fe from Dysart Road to McDowell Road project in the amount of \$437,824.24,

authorize the transfer of \$45,000.00 from 304-1267-00-8420 to 304-1290-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's annual evaluation.

7 ADJOURNMENT

Respectfully submitted,



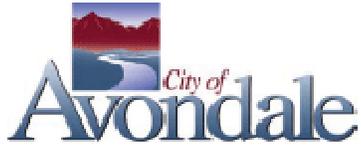
Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
April 1, 2013

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

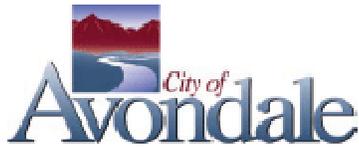
PURPOSE:

1. Special Meeting of March 4, 2013
2. Work Session of March 18, 2013
3. Regular Meeting of March 18, 2013

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License - Cinco de Mayo
Softball Tournament

MEETING DATE:

April 1, 2013

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

PURPOSE:

Staff is recommending approval of a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a special event liquor license to be used in conjunction with a softball tournament scheduled for May 4th and 5th at Festival Fields located at 101 E Lower Buckeye in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a Special Event Liquor License to be used in conjunction with a softball tournament.

The event is open to the public and will be held at Festival Fields on Saturday, May 4th from 12:00 to 9:00 p.m. and on Sunday, May 5th from 12:00 to 5:00 p.m. The required fees have been paid. The Police and Fire Department have reviewed the application and are recommending approval. Their comments are attached.

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

Criminal history of the applicant - A background check of the representative, Mr. Maldonado revealed no contact with the Avondale Police Department.

1. The event is a fundraiser.
2. Security measures taken by the applicant - In addition to licensed security, the applicant will hire two off-duty police officers as required by the Avondale Police Department.
3. Beer will be served.
4. Beverages will be dispensed in disposable cups.
5. This is the first time the organizer of this event has submitted an application for a special event liquor license.
6. No problems are foreseen for this event in terms of noise, time or length of the event.
7. The event will last nine hours on Saturday and five hours on Sunday.
8. Sanitary facilities are available within the park.
9. Zoning designation at this location is Agricultural (AG) and General Industrial (A-1). Development Services staff has indicated that the proposed use will not result in incompatible land uses.
10. Anticipated daily attendance in the liquor area is 79.
11. The event is a softball tournament that will also feature a DJ and folklorico dancers. These event features will not take place within the alcohol serving area.

12. Per the Police and Engineering Department, no traffic control measures will be necessary as there is ample parking within the park.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a special event liquor license to be used in conjunction with a softball tournament scheduled for May 4th and 5th at Festival Fields located at 101 E Lower Buckeye in Avondale.

ATTACHMENTS:

Click to download

[Application](#)

[Review by Departments](#)

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for — days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

<u>Name</u>	<u>Address</u>	<u>Percentage</u>
TGOP	P.O. Box 41744 Santa Barbara	50% plus
	CA. 93140 / TGOP gets all proceeds after	(Beer & Security Cost)

(Attach additional sheet if necessary)

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

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

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

fenced in Beer garden with security.
Id checks, & wrist bands to over 21 must have Id

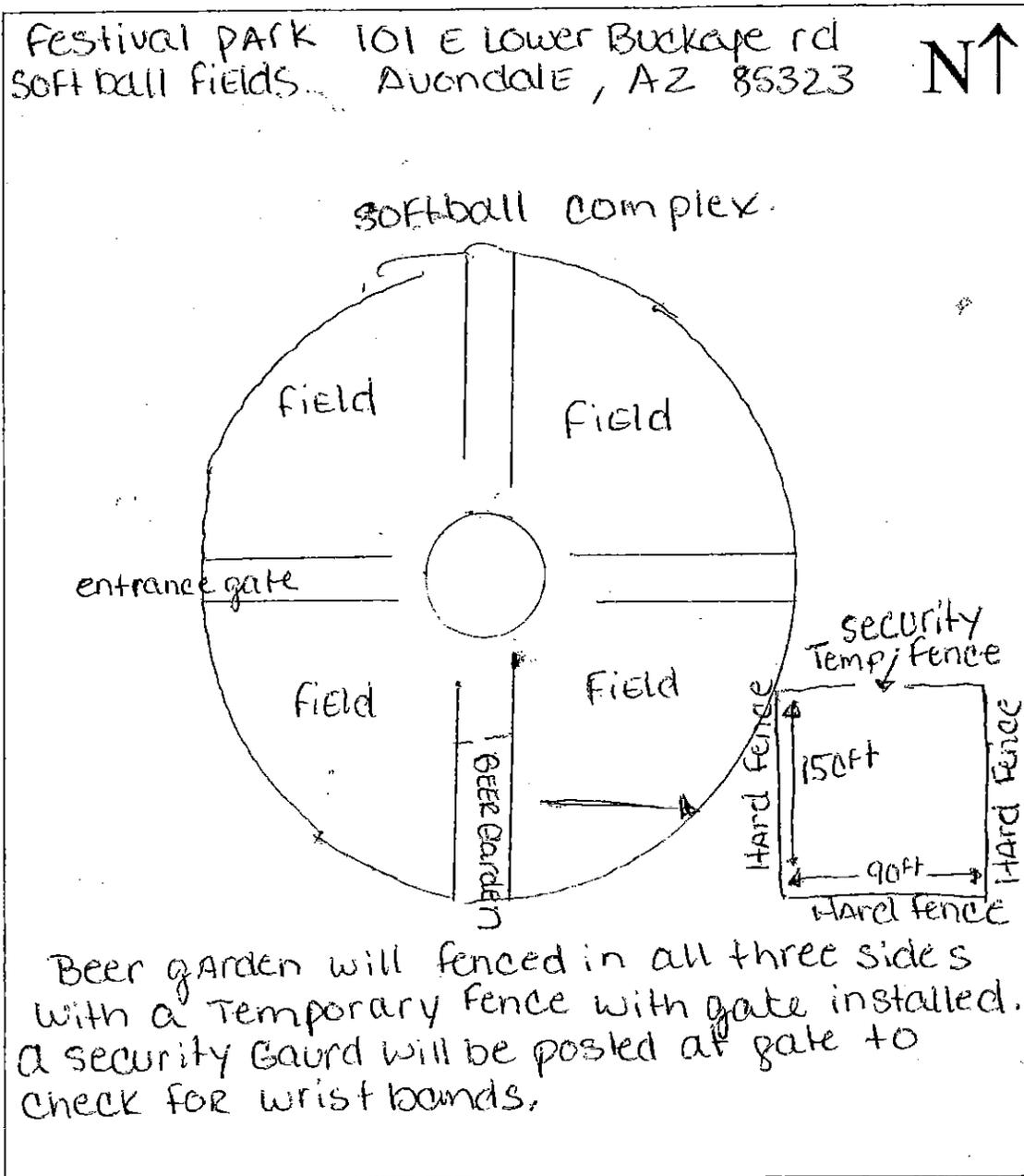
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

N/A ()
Name of Business Phone Number

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

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

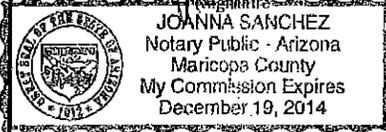
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. I, Adam J Maldonado declare that I am an Officer/Director/Chairperson appointing the
 (Print full name)
 applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event
 Liquor License.

X Adam J Maldonado board member 3-5-2013
 (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

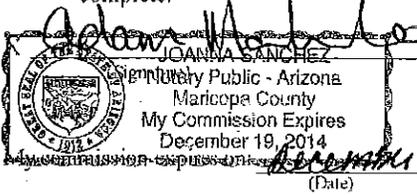
5th March 2013
 Day Month Year

My Commission expires on: December 19, 2014
 (Date)

[Signature]
 (Signature of NOTARY PUBLIC)

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

19. I, Adam J Maldonado, declare that I am the APPLICANT filing this application as
 (Print full name)
 listed in Question 6. I have read the application and the contents and all statements are true, correct and
 complete.



State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

5th March 2013
 Day Month Year

My Commission expires on: December 19, 2014
 (Date)

[Signature]
 (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____
 (Title) (Date)

Hensley Beverage Company National Softball Tournament
Cinco de Mayo May 4th and 5th 2013
Festival Park 101 E. Lower Buckeye Road
Avondale, Arizona 85323

Beer Garden Hours:

May 4th, 2013 Noon to 9PM

May 5th, 2013 Noon to 5PM

Beer Garden Precautions:

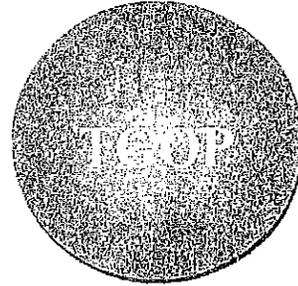
- I.D will be checked at directors table, before a wrist band is provided to purchase beer
- Must have ID to obtain wrist band and enter beer garden / MUST BE 21
- Wrist bands are permanent plastic locking, must be cut off or torn off
- All beer tickets will be purchased at director table must have wrist band to purchase beer tickets.
- Security Guard will check for wrist bands before entering beer garden
- Security Guard will only allow 21 years olds in beer garden
- Security Guard sole purpose is manage beer garden

Beer garden is fenced in on all four sides, 3 permanent fences and 1 temporary fence with gate into beer garden

Tournament staff has two way radios; staff will also have cell phones to call 911 if needed. Staff is instructed to call 911, no confrontations and no abuse call 911

Dimensions of fenced in beer garden, 90Ft x 150ft

February 2013



To Whom It May Concern:

We, the Board of Directors of TGOP (Taking the Good Out of People), met on January 20, 2013 and have voted to recognize and accept Adam J. Maldonado as a certified board member in good standing. He is currently named as chairperson of the board.

In addition, we, the Board of Directors of TGOP (Taking the Good Out of People), hereby certify under penalty of perjury that to the best of the members of the board of directors' knowledge, all material related party relationships and transactions, as defined by generally accepted government auditing standards, and other representations made by management are accurate and have been correctly and completely disclosed on January 20, 2013.

Signed,

A handwritten signature in black ink, appearing to read "James A. Coronado".

James A. Coronado
Founder and President of TGOP
(805)637-5005
Email: jamo132@yahoo.com

TGOP
Franklin Eagles
c/o James A. Coronado
P.O.Box 41744 ~ Santa Barbara, Ca 93140



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOE MALDONADO

ORGANIZATIONS NAME: TGOP (TAKING THE GOOD OUT OF PEOPLE)

EVENT NAME: CINCO DE MAYO NATIONAL

EVENT ADDRESS: 101 E. LOWER BUCKEYE RD. 85323

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

PURPOSE OF EVENT: SLOW PITCH SOFTBALL

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Chief of Police

TITLE

3/11/13

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **APRIL 1, 2013**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **MAR. 18, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOE MALDONADO

ORGANIZATIONS NAME: TGOP (TAKING THE GOOD OUT OF PEOPLE)

EVENT NAME: CINCO DE MAYO NATIONAL

EVENT ADDRESS: 101 E. LOWER BUCKEYE RD. 85323

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

PURPOSE OF EVENT: SLOW PITCH SOFTBALL

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jesse G. Gomez
SIGNATURE
Fire Inspector
TITLE

3/12/13
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **APRIL 1, 2013**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **MAR. 18, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOE MALDONADO

ORGANIZATIONS NAME: TGOP (TAKING THE GOOD OUT OF PEOPLE)

EVENT NAME: CINCO DE MAYO NATIONAL

EVENT ADDRESS: 101 E. LOWER BUCKEYE RD. 85323

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

PURPOSE OF EVENT: SLOW PITCH SOFTBALL

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jonnie Foster
SIGNATURE
Zoning Specialist
TITLE

3/12/13
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 1, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAR. 18, 2013



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOE MALDONADO

ORGANIZATIONS NAME: TGOP (TAKING THE GOOD OUT OF PEOPLE)

EVENT NAME: CINCO DE MAYO NATIONAL

EVENT ADDRESS: 101 E. LOWER BUCKEYE RD. 85323

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

PURPOSE OF EVENT: SLOW PITCH SOFTBALL

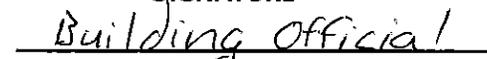
DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE



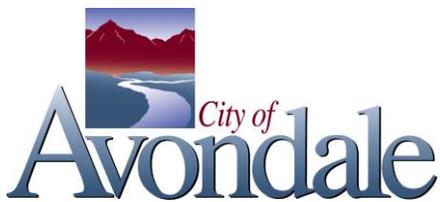
TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 1, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAR. 18, 2013



DEVELOPMENT SERVICES

MEMORANDUM

DATE: March 12, 2013

TO: Carmen Martinez, City Clerk

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

SUBJECT: Cinco de Mayo Softball Tournament
Series 15 Liquor License – Special Event Liquor License
101 E Lower Buckeye Rd

The site is located on the southeast corner of Central Avenue and Lower Buckeye Road. The building/fields are existing.

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Public/Civic. The site is currently zoned Agricultural (AG) and General Industrial (A-1). Park and recreation areas is a permitted use within the AG zoning district, but is not an allowed use in the A-1 zoning district.

Staff recommends approval of this request.

Attachment: 2013 Aerial Photography
Zoning Vicinity Map

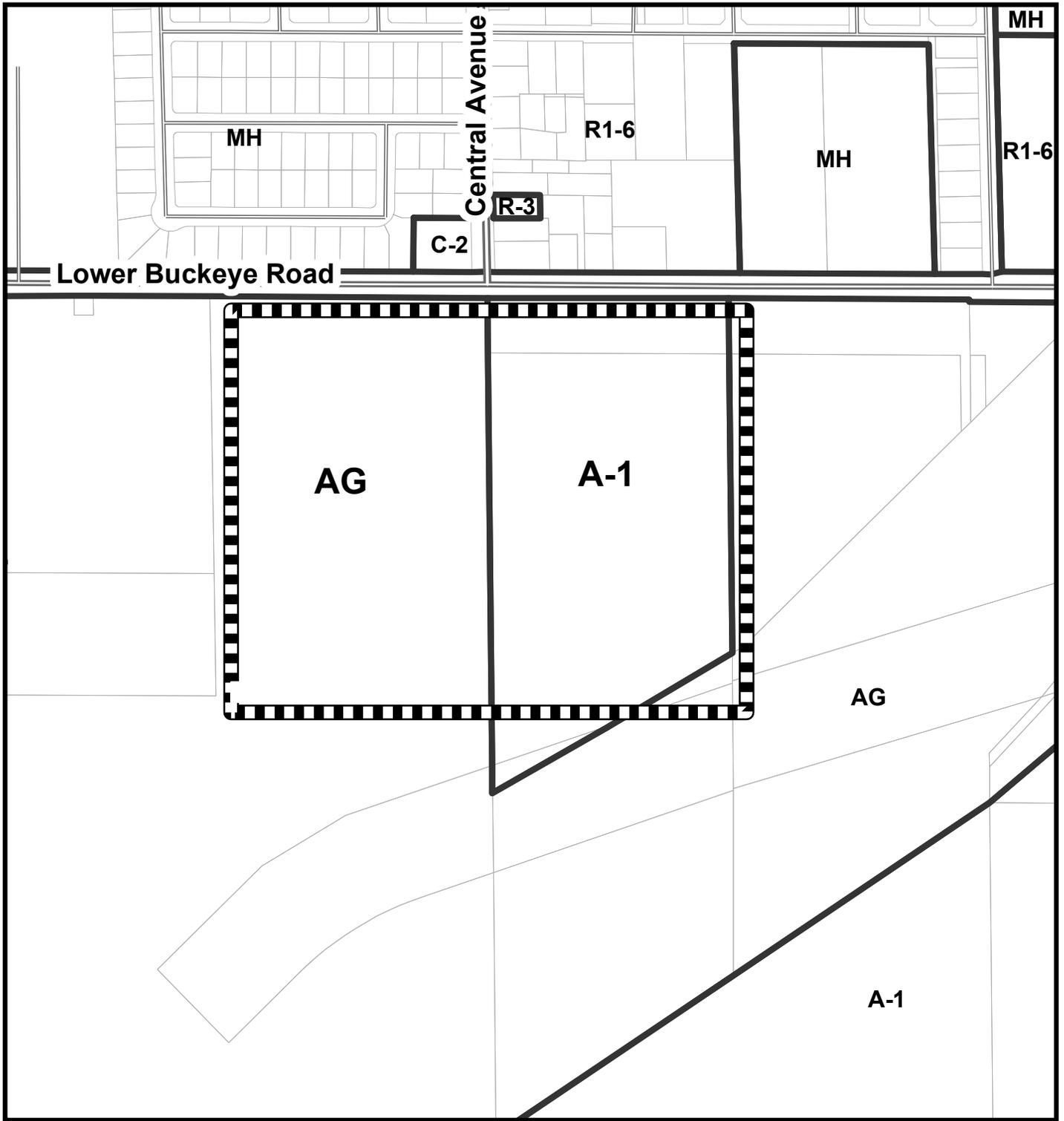


2013 Aerial Photograph



Subject Property





Zoning Vicinity Map



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ADAM JOE MALDONADO

ORGANIZATIONS NAME: TGOP (TAKING THE GOOD OUT OF PEOPLE)

EVENT NAME: CINCO DE MAYO NATIONAL

EVENT ADDRESS: 101 E. LOWER BUCKEYE RD. 85323

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

PURPOSE OF EVENT: SLOW PITCH SOFTBALL

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Tax Audit Supervisor

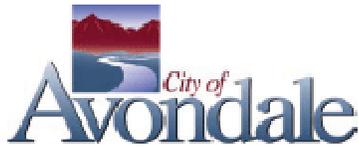
TITLE

3/20/13

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 1, 2013

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAR. 18, 2013



CITY COUNCIL REPORT

SUBJECT:

Liquor License Temporary Extension of Premises -
Hilton Garden Inn

MEETING DATE:

April 1, 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 Mary Lambert for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Out and About event on Friday, May 3rd from 6 to 9 pm.

DISCUSSION:

Staff has received an application from Mary Lambert for a temporary extension of premises of the Series 11 Hotel/Motel liquor license at Hilton Garden Inn located at 11460 W Hilton Way in Avondale. The extension of premises will be used in conjunction with the City's Out and About event on Friday, May 3rd from 6:00 to 9:00 pm.

This is a city sponsored event that will revolve around the theme of Cinco de Mayo. The event will feature live music and four food vendors. Security will provided by private security and Avondale Police Department.

The Police, Fire, Planning and Finance Departments have reviewed the application and have recommended approval by the City Council.

RECOMMENDATION:

Staff is recommending approval of a request from Mary Lambert for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Out and About event on Friday, May 3rd from 6 to 9 pm.

ATTACHMENTS:

Click to download

- [Application](#)
- [Review by Departments](#)

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 05 / 03 / 2013 through 05 / 03 / 2013 List specific purpose for change: Special Events -
Cinco De Mayo free celebration open to the Avondale and surrounding communities.

1. Licensee's Name: LAMBERT MARY LOUISE
2. Mailing Address: 11460 W HILTON WAY, AVONDALE AZ 85323
3. Business Name: HILTON GARDEN INN LICENSE #: 11073147
4. Business Address: 11460 W HILTON WAY AVONDALE AZ 85323
5. Business Phone: (623) 882 3351 Residence Phone:
6. Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #: (623) 882 0067
7. Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? 3/31/14
8. What security precautions will be taken to prevent liquor violations in the extended area? Security and barricades (3/31/14)
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, Mary Louise Lambert, 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
27, March 2013
Day Month Year

My commission expires on: 03/09/14
TRACY THOMPSON Notary Public Maricopa, Arizona My Comm. Expires 03-09-14
Darcy Thompson (Signature of NOTARY PUBLIC)

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

Event Narrative: Out and About Series – May Concert and Food Festival at the Hilton Garden Inn

The May Out and About Series is a continuation of the City of Avondale Out and About Series. The May event will feature a concert and Food Festival at the Hilton Garden Inn, Avondale. Alcohol will only be sold and consumed in the designated area and an extension of liquor license permit will be processed by the event organizer. The concert will feature a musical group and four (4) food vendors. The food vendors will be self-contained. Restroom facilities will be open at both the Hilton and Homewood Suites Hotels. Participants will have access to the restrooms. Security or Avondale PD will be used to restrict access to and from the alcohol sales area in addition to ID checks and wrist bands. The event program follows:

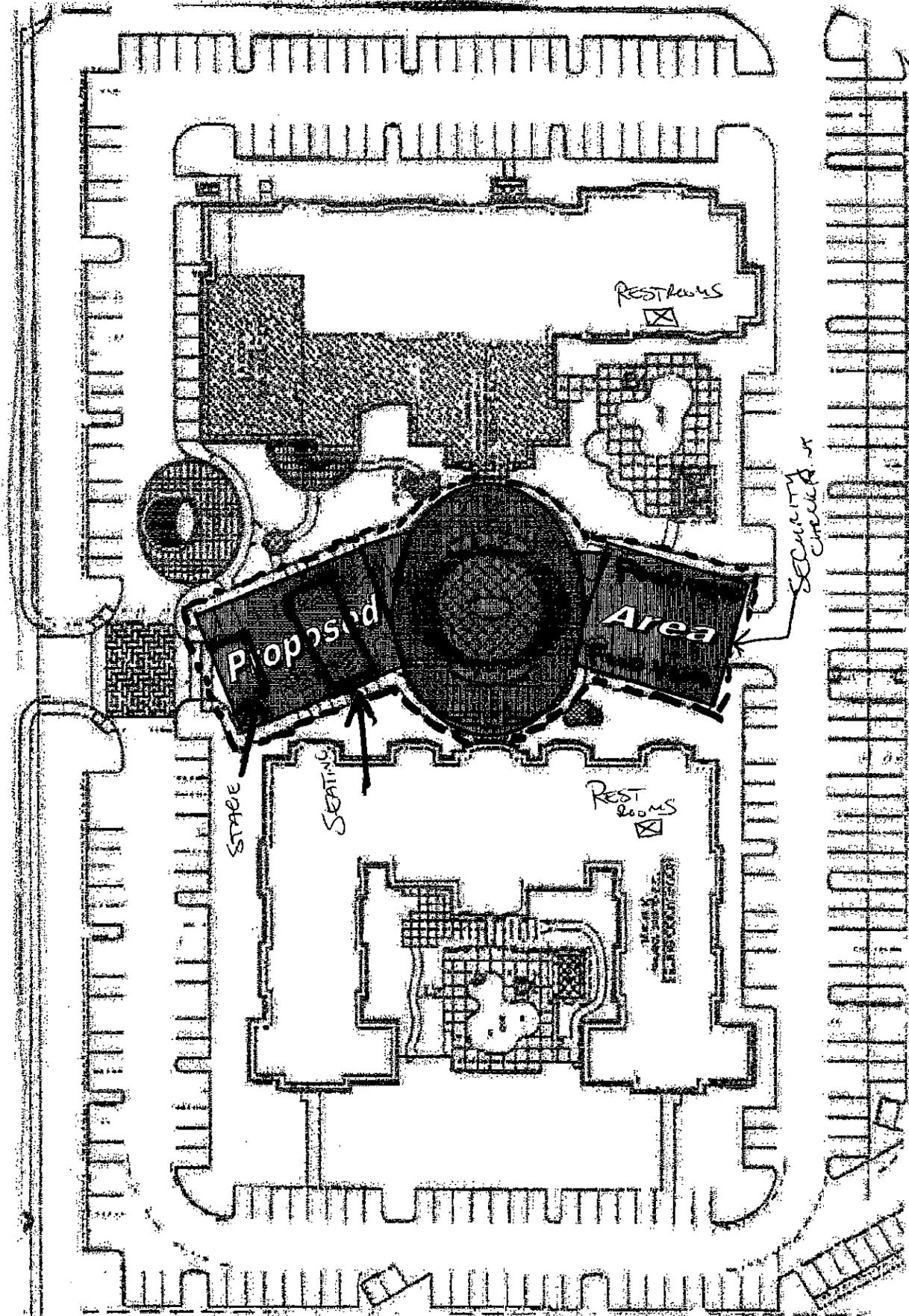
06:00 Event Begins

6:15 Food tasting and sales (Ongoing throughout the Evening)

6:30 Entertainment begins

8:30 Alcohol Sales at Library Ends

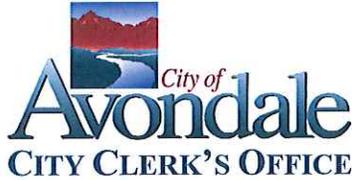
9:00 Band Performance Concludes and Event concludes.



Homewood Suites

Hilton Garden Inn

----- BARFACES AND SECURITY



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE DEPARTMENT

APPLICANT'S NAME: MARY LOUISE LAMBERT

BUSINESS NAME: HILTON GARDEN INN

ADDRESS: 11460 W. HILTON WAY

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: OUT AND ABOUT SERIES-MAY CONCERT AND FOOD FESTIVAL AT THE HILTON GARDEN INN

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



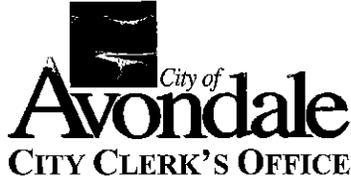
SIGNATURE
ASSISTANT POLICE CHIEF

TITLE

03 27 13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: 4-1-2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: 3-27-2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE DEPARTMENT

APPLICANT'S NAME: MARY LOUISE LAMBERT

BUSINESS NAME: HILTON GARDEN INN

ADDRESS: 11460 W. HILTON WAY

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: OUT AND ABOUT SERIES-MAY CONCERT AND FOOD FESTIVAL AT THE HILTON GARDEN INN

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

James J. Bony

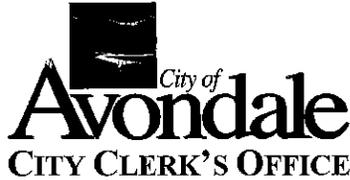
SIGNATURE
Fire Inspector

TITLE

3/27/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: 4-1-2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: 3-27-2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES
 FINANCE DEPARTMENT

APPLICANT'S NAME: MARY LOUISE LAMBERT

BUSINESS NAME: HILTON GARDEN INN

ADDRESS: 11460 W. HILTON WAY

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

PURPOSE OF EXTENSION: OUT AND ABOUT SERIES-MAY CONCERT AND FOOD FESTIVAL AT THE HILTON GARDEN INN

DEPARTMENTAL COMMENTS:

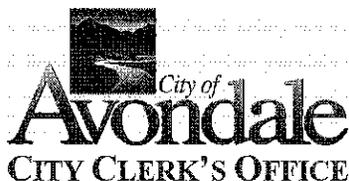
APPROVED

DENIED


SIGNATURE
Building Official
TITLE

3/27/13
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: 4-1-2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: 3-27-2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: MARY LOUISE LAMBERT

BUSINESS NAME: HILTON GARDEN INN

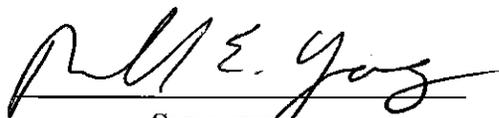
ADDRESS: 11460 W. HILTON WAY

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EXTENSION: OUT AND ABOUT SERIES-MAY CONCERT AND FOOD FESTIVAL AT THE HILTON GARDEN INN

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



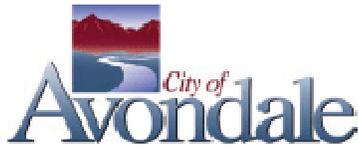
SIGNATURE
TAX Audit Supervisor

TITLE

3/27/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: 4-1-2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: 3-27-2013**



CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Felix
Construction Company

MEETING DATE:
April 1, 2013

TO: Mayor and Council
FROM: Wayne Janis, Public Works Director (623) 333-4444
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Felix Construction Company for valve repair/replacement and construction services for Rigby Water System and Thomas Road in the amount of \$126,323.44 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

The work in this contract will be completed at a couple of different locations. See attached Vicinity Map. Three (3) valves are to be excavated in Thomas Rd, on either side of the Agua Fria River. These valves are very deep, requiring deep excavation and shoring. The valves are to be exposed, the type of valve recorded, and repairs made if possible. Due to their age, the valves may not be repairable and will be replaced if necessary. The road will be repaired where the excavations were required.

Work is also required in the newly acquired Rigby Water System. As this system will be connected to the newly installed South Avondale waterline installed in Avondale Blvd, the existing well and booster facilities will not be needed. The existing pressure tank in the Rosier well facility must be bypassed to properly complete this action, as the existing tank is in poor condition. This work will be done in the existing well site. In conjunction with this work, additional valves will be added to the Rigby Water System to make it easier for staff to isolate the various sections of the system for future maintenance and repair work.

BUDGETARY IMPACT:

Funding for this project will come from 501 9110 00 8520

RECOMMENDATION:

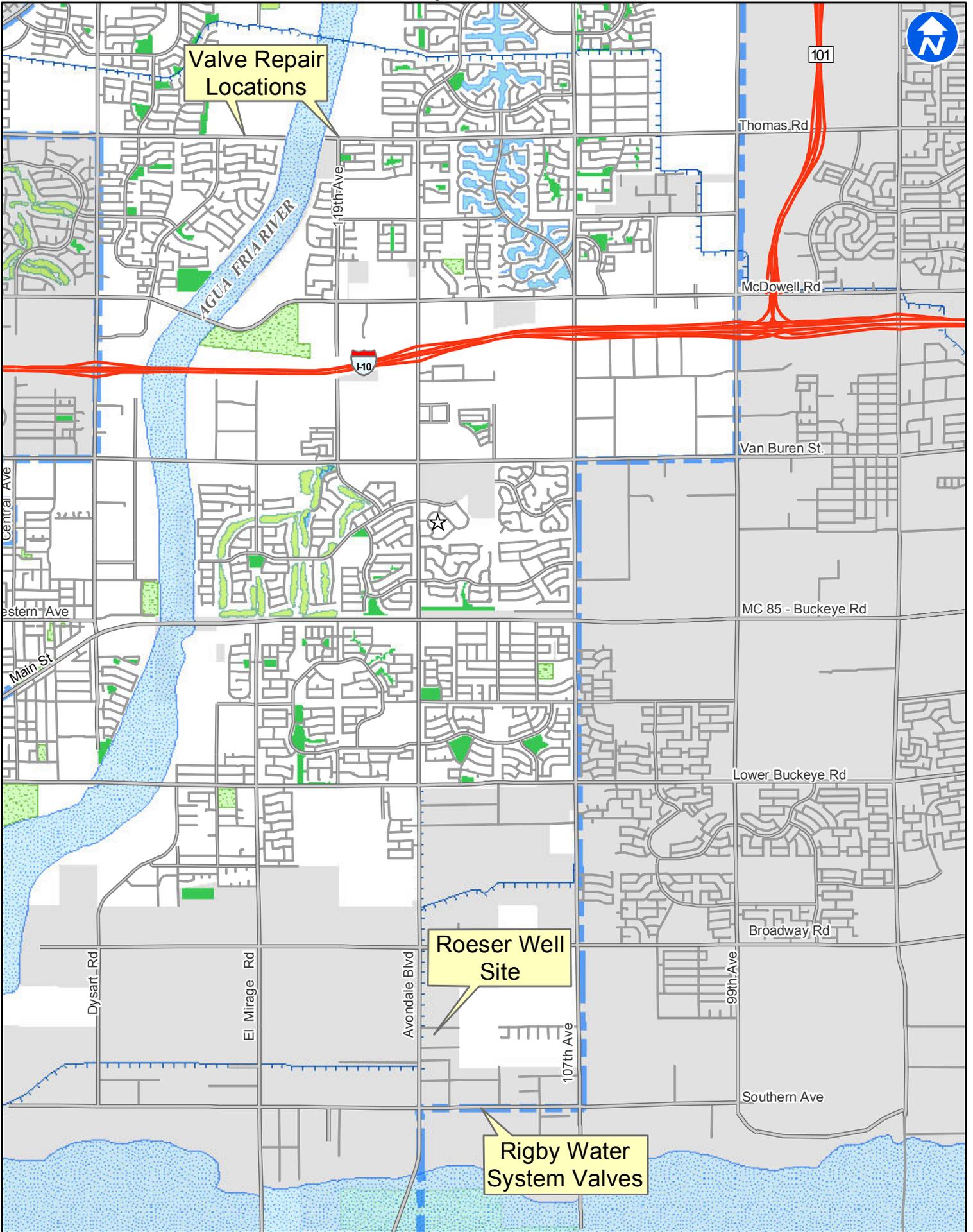
Staff recommends that the City Council approve a contract with Felix Construction Company for valve repair/replacement and construction services for Rigby Water System and Thomas Road in the amount of \$126,323.44 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Vicinity Map](#)
- [CPA](#)

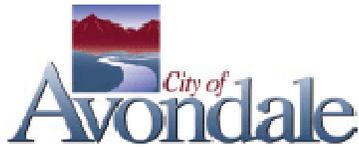
City of Avondale



DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31922>



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Consultant
Registered Surveying, Inc.

MEETING DATE:

April 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Service Agreement with Consultant Registered Surveying, Inc. to provide topographical surveying services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

City staff provides in-house engineering design services. An integral part of design services is topographical surveying services which must be completed prior to the initiation of the design.

DISCUSSION:

In order for staff to prepare in-house engineering design services, topographical surveying must be completed. Topographical surveying provides coordinates and elevations for existing roadway, water, sewer, and drainage facilities. This Agreement will enable topographical surveying services to be performed in an effective and timely manner. Consultant Registered Surveying, Inc. (CRS) has successfully completed similar work for the City in the past. Staff has found CRS to be competent and qualified. These services will be provided on an as-needed, project specific basis.

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 CRS was the best qualified firm to perform as-needed topographical surveying services. Staff contacted references and found that CRS is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from CRS for topographical surveying services.

BUDGETARY IMPACT:

The contract term is valid for a period of one (1) year with an option to renew up to one (1) additional one (1) year term. The maximum aggregate amount of this contract shall not exceed \$225,000. Funding is available in the respective CIP and/or operating budget line items.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Service Agreement with Consultant Registered Surveying, Inc. to provide topographical surveying services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[PSA](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CONSULTANT REGISTERED SURVEYING INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 1, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and Consultant Registered Surveying Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 12-054 "FY 2012/2013 Professional Consultants Selection List," which was amended on May 14, 2012, by that certain Addendum No. 1 (collectively the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to provide survey services on an as-needed basis relating to the specific services as may be agreed upon between the parties (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 Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2013 (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 one successive one-year term (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 the subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant 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 Consultant'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 Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and Renewal Term 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. This is an indefinite quantity and indefinite delivery agreement for Services. Services shall only be provided when the City identifies a need and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Consultant shall provide the Services to the City on an as-needed basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written invoice, quote, purchase order or other form of written acknowledgment between the parties describing the Services to be provided (each, a “Work Order”). Each Work Order for the Services approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. By signing this Agreement, Consultant acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The City shall pay Consultant an aggregate amount not to exceed \$75,000.00 for Services during the Initial Term, at the unit rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The maximum aggregate amount for the Term of this Agreement shall not exceed \$225,000.00.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. 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. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel 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 Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

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

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

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

11. Insurance.

11.1 General.

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

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

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted

by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

(2) Consultant's insurance shall be primary insurance 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 Consultant 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. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy

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

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

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

Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or 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 Consultant of written notice by the City. Upon termination for convenience, Consultant 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 Consultant 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 Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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 consultant 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 Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is 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 Consultant 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 Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

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

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. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible 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 Consultant.

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 Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

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

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 Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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 Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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 Consultant: Consultant Registered Surveying Inc.
3370 North Hayden Road, Suite 123
PMB 567
Scottsdale, Arizona 85251
Attn: Carl Sitterly, RLS

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

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (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 Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

13.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 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 RFQ, any City-approved Work Orders, invoices and the Consultant’s SOQ, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than the City’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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 Consultant. Consultant 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 under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on April ____, 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
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CONSULTANT REGISTERED SURVEYING INC.

[Consultant's SOQ]

See following pages.



CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, P.M.B. 567
Scottsdale, Arizona 85251
OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382
E-mail:
CSITTERLEY-CRS@COX.NET

May 17, 2012, 03:00:00 PM

Attn: Sue McDermott, PE, City Engineer
CITY OF AVONDALE, City Clerk
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

RE: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2012/2013 and 2013/2014 Fiscal Years. (Solicitation number, EN 12-054)

STATEMENT OF QUALIFICATIONS----COVER LETTER:

This letter is a statement of interest submitted by Consultant Registered Surveying (CRS) to provide Land Surveying Services for the City of Avondale. CRS is qualified to provide only professional Land Surveying Services in Arizona.

CRS is an eight (8) year old, Arizona Corporation completing boundary, topographic, and construction staking--land surveying services. These land surveying services also include providing:

- as-built and volume certificates;
- boundary/right of way & easement research and analysis;
- writing legal descriptions;
- and preparing American Land Title Association (ALTA) Surveys.

CRS is current with, and registered with, the Arizona State Board of Technical Registration Firm number 12564-0 with an annual renewal date of March 31, 2013. The Land Surveyor of record for the firm requirements for the Arizona State Board of Technical Registration is Carl Sitterley, RLS 28742.

Carl Sitterley is the sole owner of CRS, and has been registered as a Land Surveyor in Arizona since 1995. Carl Sitterley is current with the Arizona State Board of Technical Registration licensing and his renewal date is March 31, 2013.

Submitted by,
CONSULTANT REGISTERED SURVEYING, INC.

Carl Sitterley, RLS 28742
President

SECTION A

IV. DISCIPLINE SPECIALTY CHECK LIST
FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm: Consultant Registered Surveying, Inc.
 Address: 8732 E. Piccadilly Road
 City: Scottsdale State: Arizona Zip Code: 85251
 Contact Name: Carl Sitterley, RLS
 Title: President
 Telephone: 480 - 620 - 1382 Facsimile: None

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

- | | |
|--|--|
| <input type="checkbox"/> Architect | <input type="checkbox"/> Landscape Architect |
| <input type="checkbox"/> CADD Services | <input checked="" type="checkbox"/> Plan Review Services
<i>Plats - Survey Related.</i> |
| <input type="checkbox"/> Construction Management | <input type="checkbox"/> Property Appraisal Services |
| <input type="checkbox"/> Economic & Fiscal Impact Analysis | <input type="checkbox"/> Professional Photography |
| <input type="checkbox"/> Electrical Design and SCADA | <input type="checkbox"/> Streetlight Design |
| <input type="checkbox"/> Foundation & Structural | <input type="checkbox"/> Subsurface Utility Investigation |
| <input type="checkbox"/> Geotechnical & Environmental | <input checked="" type="checkbox"/> Surveying |
| <input type="checkbox"/> GIS Programs | <input type="checkbox"/> Traffic Engineering |
| <input type="checkbox"/> Hydrogeological Engineering | <input type="checkbox"/> Transportation Engineering |
| <input type="checkbox"/> Hydrology/Hydraulic Projects | <input type="checkbox"/> Wastewater Systems |
| <input type="checkbox"/> Improvement District Administration | <input type="checkbox"/> Water Distribution and Treatment System |



CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, P.M.B. 567
Scottsdale, Arizona 85251
OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382
E-mail:
CSITTERLEY-CRS@COX.NET

TITLE SHEET
STATEMENT OF QUALIFICATIONS

Statement of Interest to provide Professional Services
Capital Improvement Projects for the 2012/2013 and 2013/2014 Fiscal Years.
(Solicitation number, EN 12-054)

CITY OF AVONDALE, CITY CLERK

Submitted by,
CONSULTANT REGISTERED SURVEYING, INC.

A handwritten signature in green ink that reads 'Carl Sitterley'. The signature is fluid and cursive, with a large, stylized 'C' at the beginning.

Carl Sitterley, RLS 28742
President

Submitted: May 17, 2012, 03:00:00 PM



MAILING ADDRESS: 3370 N. Hayden, Suite #123, P.M.B. 567
Scottsdale, Arizona 85251
OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382
E-mail:
CSITTERLEY-CRS@COX.NET

STATEMENT OF QUALIFICATIONS

Statement General Company Description and legal organization

CONSULTANT REGISTERED SURVEYING, INC.: Arizona S-Corporation,
Owned and Operated by Carl Sitterley, RLS, President
8732 E. Piccadilly
Scottsdale, Arizona
Phone: 480-620-1382

Providing Professional Land Surveying Services through out Arizona based from Scottsdale.

CRS is an eight (8) year old, Arizona Corporation completing boundary, topographic, and construction staking--land surveying services. These land surveying services also include providing:

- as-built and volume certificates;
- boundary/right of way & easement research and analysis;
- writing legal descriptions;
- and preparing American Land Title Association (ALTA) Surveys.

CRS is current with, the Arizona State Board of Technical Registration Firm number 12564-0 with an annual renewal date of March 31, 2013. The Land Surveyor of record for the firm requirements for the Arizona State Board of Technical Registration is Carl Sitterley, RLS 28742.

Carl Sitterley is the sole owner of CRS, and has been registered as a Land Surveyor in Arizona since 1995. Carl Sitterley is current with the Arizona State Board of Technical Registration licensing and his renewal date is March 31, 2013.

CRS also has, as a part time employee, William Perez, RLS, whom has been an Arizona Registered Land Surveyor since 2009. William Peres is current with the Arizona State Board of Technical Registration licensing and his renewal date is September 30, 2012.

In June of 2010, CRS and Carl Sitterley RLS, discontinued our relationship with Ace Asphalt as a consultant completing responsible charge of the Ace Asphalt field and office surveying services. CRS had a relationship as a professional consultant with Ace Asphalt since 2004 and completed many construction surveying projects representing both CRS and Ace Asphalt. As the challenging economy indicated a need for some changes, CRS and Ace Asphalt determined more opportunities would be available for meeting our individual goals if the relationship was ended, allowing CRS to pursue work with Ace Asphalts competitors. CRS is no longer associated with Ace Asphalt and they have obtained another registered surveyor for their firm card requirements with the Arizona State Board of Technical Registration.

CRS has never been involved with any litigation or arbitration.

STATEMENT OF QUALIFICATIONS

Statement of relevant experience with municipalities and other similar clients

Since the establishment of CRS, within the past 4 years, CRS has completed many different types of surveying services for both the City of Avondale and for the City of El Mirage. Each of the City entities have required all facets of (1) boundary, (2) topographic, and (3) construction staking land surveying services.

1. CRS has completed **BOUNDARY** surveying services for both City entities that include legal descriptions, maps of dedications for new rights of way, new commercial subdivision plats, marking setting parcel corner monuments, and American Land Title Association (ALTA) surveys.
2. CRS has completed many **TOPOGRAPHIC** surveys for design improvements for roadways, parks, and buildings. Each design topographic survey requires understanding the design goals of the project and identifying the project specific issues and constraints.
3. CRS has completed **CONSTRUCTION STAKING** and quality control field observations on multiple construction projects and has helped to ensure the required professional communications of data and conclusions from measurement observations are fully understood by the municipal representatives.

CRS has also completed boundary, topographic and construction surveying tasks for other large corporations such as Frito-Lay (Casa Grande Plant), Plains Mid-Stream Canada, LPG services (natural gas distribution facilities in Glendale), and Ace Asphalt, a local valley larger construction company. While there are others, these three entities involve, what may be referenced as, the **“Collision of Design, Construction, and Boundary Interests”**. While working with each of these larger firms, CRS was always involved with **evaluation and analysis** of sorting project goals, issues and responsibilities relating to land surveying. Surveying has unique opportunities to provide various types of surveying services to meet project requirements based from the perspective of representing an owner like Frito-Lay, and the Engineer/Designer completing design improvements for the owner such as Frito-Lay, and then finally completing construction staking for the Contractor such as Ace Asphalt. The relationship of providing various services in an **extended time-line**, over several years, as a project proceeds in the beginning with boundary requirements, through time with design topographic requirements, and in the end being construction staking/as-built surveying services requirements can be complicated. In using the **example** of both, Frito-Lay and Plains Mid-Stream Canada, LPG, CRS has completed ALL facets of Boundary, Topographic, and Construction Staking services working for each of the **“Collision”** entities on the same project. Each of the owner, engineer/designer, and the contractor entities have jumbled scopes of services requested and CRS in each case has evaluated “conflict of interest” issues and correspondence on these projects to be maintained. The Frito-Lay projects involved working with 4 different design firms on the site, working with 6 different contractors, and working with Frito-Lay directly to meet the goals as Frito-Lay made major civil and building site improvements. Frito-Lay added new technology “green” water treatment, biomass burner, and solar improvements and CRS was involved the entire 5 year period of time. The Frito-Lay properties were incorporated by the City of Casa Grande and CRS was, and still is, involved with preparation of legal descriptions for easements, land exchanges, and evaluation of use for solar panel improvements.

(continued next page)

This relationship is not unlike the City of Avondale projects such as Dysart Road at and including Western Avenue as the City continued to work street overlay-drainage projects into more drainage projects and improvements. Having CRS being involved with the projects has allowed the City to gain benefit from our experience and intimate knowledge of the site specifics.

The second example of , the **“Collision of Design, Construction, and Boundary Interests”**, involves the Plains Mid-Stream, LPG, natural gas project. In this example, the project site spans from an industrial railroad railcar off-loading site at Olive Avenue and Bullard Road and extends along Olive Avenue east then south along Dysart Road a total of 3.5 miles to the Salt Cavern storage area south of Northern Avenue. CRS has been involved with the boundary surveying, road right of way determination, design topographic surveying, construction staking, and design as-builts as Plains LPG has made massive improvements to both sites and the two new LPG pipe lines running between the sites. With this project, CRS has the added burden of also having an on-call contract relationship with the City of El Mirage for which the new pipeline passed through the city limits. Again, this project has progressed through multiple design engineers and through multiple contractors working with the owner. CRS has had many challenging evaluations of multiple types of surveying scope of services requirements. The owner has defined the surveying services requirements to be conducted both by themselves as the owner and also through their designers and contractors. The surveying services often being a forgotten requirement until after other contracts are already completed. To add to the whole process, Maricopa County was, as the same time, designing and beginning construction on the Northern Avenue Parkway. The location and surveying of the new LPG pipeline as-builts became an important part of the project requirements.

This again, is an example of the complex relationship(s) CRS has made completing various types of surveying services involved just within the Avondale west valley area. CRS is proud of maintaining these relationships and knowing when to speak up on the goals and issues surrounding these projects, including sometimes having to step back and allow others to complete the needed services.

CRS EXPERIENCE PROJECT LIST INCLUDES:

A. 6 years, construction surveying projects with ACE ASPHALT, Tom Hayes Tom@AceAsphalt.com, and Mark Benedeto BenedetM@AceAsphalt.com, Phone: 602-243-4100, projects include, but too many to list with 6 years experience:

1. Ford/Volvo test track improvements, 2004
2. Avondale Business Center, Van Buren and Dysart Roads, 2004
3. Mountain Vista Hospital, Banner Gateway Hospital, Gilbert Mercy Hospital, Banner Desert Hospital, Banner Thunderbird Hospital, 2006-2008
4. West World, infrastructure improvements, 2007
5. Calendar Stix, Pima Center commercial projects 2007-2008
6. Rail road projects, Shuck and Sons and Western Emulsions. 2009

B. Casa Grande, street topo-surveys, Stanley and Associates, Charles Andrews, candrews@avondale.org, phone: 623-333-4216

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C. ALTA Survey, Yuma, Arizona, Harvest Preparatory Academy, number not available
D. STARA Technologies, Date Land, Arizona, proving grounds, state land lease improvements, Glen Bailey, Phone: 480-850-1555, phone only please
E. CEI, consultant many projects, legal descriptions, project surveying consulting, William Perez, Phone: 602-866-5090 (Mr. Perez is also now a part time employee of CRS)
F. Frito-Lay Plant, Casa Grande, Arizona, Sam Tajahmadi, sam.t.tajahmadi@pepsico.com, phone: (214) 417-5438, Tyler Mummert (may have retired), Phone: 520-836-2363
Topographic Surveys, boundary surveys, legal descriptions, and construction surveys since 2007 for site improvements associated with plant improvements, solar panel improvements, bio-mass burner improvements, and water treatment plant improvements.
G. Ninyo & Moore, multiple projects involved with hazard site remediation and monitoring services. Holly Land, hland@ninyoandmoore.com, Steve Nowachik, Phone 602-243-1600.
H. Plains Mid-Stream Canada, LPG services, Glendale site, topographic survey, boundary surveys, and legal descriptions since 2008, multiple sites. Wayne Liles, wiles@pmclp.com, Phone: 602-359-0323 cell.
I. City of El Mirage, On-call contract, professional surveying services-- topographic survey, boundary surveys, and legal descriptions since 2010, multiple sites. Jorge Gastelum, P.E. jgastelum@cityofelmirage.org, phone: 623-876-2976.

STATEMENT OF QUALIFICATIONS

Statement of philosophy, land surveying services

CRS has a simple philosophy and approach to providing surveying services in Arizona and Maricopa County. Land Surveying is the art and science involved with collecting, observing, analyzing-evaluating, and applying evidence. The importance of evidence is paramount in making professional surveying decisions and supporting sound surveying professional services. CRS, through Carl Sitterley, RLS, believes the application of gathering evidence in the field and through records research, is best applied to the land surveying tasks at hand, by those with sufficient experience and education in the land surveying profession. Professional Land Surveying tasks are best accomplished with the experience applied **both in the field and in the office**. This philosophy applies a **field to finish approach** with one professional completing all field and office tasks associated with a project. This philosophy helps eliminate professional issues caused and associated with a lack of person to person communication and lack of project familiarity by office personnel not having intimate knowledge with field site conditions and evidence.

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Statement of approach and problem (issue) resolution, land surveying services

Issue resolution is completed by CRS by first indentifying the issues that maybe present as they may be applied to the art and science of land surveying. CRS gathers evidence of measurements, written supporting documents, and most importantly, evidence of communication with interested affected participants. An engineering project issue or boundary/construction issue may not be fully realized by supporting professional providers or the client/owner without input from the land surveying perspective. The basis above statement of philosophy plays a big part in the problem/issue resolution process. By having the appropriate balance of land surveying experience and education applied to **both** the field and office conditions and to the communications that occur at both the field and office arenas, critical evidence and observations are efficiently applied to the resolution process. CRS has already applied this approach to several City of Avondale issues that include resolution of working with Charles Andrews P.E., Lari Spire R.L.S, and with Mike Smith, P.E. to solve the following past projects completed:

1. the curb-paving match on McDowell Road at Friendship Park, field defining curb grades and constraints for drainage and working with the contractor to complete a competent product. (Charles)
2. the topo-survey of pools on new asphalt paving on 99th Ave. and McDowell and creating 0.1 ft contours that helped define the pool limits and opportunities for drainage relief. (Charles)
3. the topo-survey, control survey, project aerial mapping of P.I.R. water and sewer design project. (Mike)
4. ALTA surveys, Section 1 and Section 6. This was a 25 day turn-around for 6 separate common boundary surveys. (Lari & Charles)
5. Avondale Sports Center, Plat Surveys, Construction quality control observations. (Charles & Lari)
6. Western Avenue, Rancho Santa Fe, McDowell Road, and many other roadway design topographic surveys, (Charles)
7. Coldwater Place, Lot 4, Well Site 25, set and offset Lot corners for construction. (Mike)
8. Verify City of Avondale GPS base station location. (Lari)
9. Rose Lane vertical observations for design consideration of drainage patterns. (Charles)
10. City of Avondale Building improvements, 525 N. Central topo-DTM mapping. (Charles)

Issue resolution first begins with listening to the project goals and limitations. Listening to the concerns presented or the goals of a project and then maybe observing the yet undetermined concerns using experience in the field to identify potential future issues. CRS then works to communicate and resolve those issues before undesired moneys and lost time are further applied to the project and the project goals.

STATEMENT OF QUALIFICATIONS

Statement of Familiarity with City of Avondale Insurance Requirements

CRS has previously completed many topographic surveying, boundary surveying, and construction staking projects with the City of Avondale. CRS has responded to the insurance requirements on previous projects and has negotiated revisions to the professional liability insurance requirements for the type of professional services provided to date. CRS has increased our insurance coverage to meet the \$2 million dollar aggregate City of Avondale requirement. The CRS per occurrence coverage remains at \$2 million dollars, and CRS continues to maintain an excess umbrella insurance policy that supports a \$5 million dollar limit. In addition, the CRS professional liability retro-active date extends back to April of 2004.

The CRS general liability, automobile, and workers compensation insurance liabilities meet or exceed the requirements requested by the City of Avondale. CRS since providing surveying services for the City of Avondale, has provided annual insurance certificates. Insurance certificates have at least a 30 day notice of cancellation and up to a 10 day notice of cancellation can be provided.

Generally speaking, each past project completed for the City of Avondale, by CRS, has required project specific insurance certificates. CRS and our insurance broker are familiar with the "additional insured" requirements, including the "waiver of rights of recovery (subrogation)" and have successfully completed the City of Avondale requirements multiple times through the various CRS insurance carriers and policies. In addition, CRS has maintained one insurance broker that carries all of the CRS insurance requirements and understands the "wavier of rights of recovery" clauses. One call to one broker, greatly aids in correctly meeting the City of Avondale insurance requirements.

Statement of Familiarity with City of Avondale Contract Documents

CRS has and will continue to respond to and respect the intent of the City of Avondale professional contracts. CRS has already responded to conflict of interest conditions, were as a common profession provider was declined by CRS to provide our surveying services on another unrelated project during a time of legal conflict. CRS evaluates each project as it may relate to other existing and past clients and non-Avondale projects and will always meet the written statute standards of professional conduct of the State of Arizona.

In addition, CRS fully reads and understands the indemnification statements and due to our current company policies do not subcontract outside professional services unless required by our clients. Such subcontract services may be involved with aerial mapping, utility bluestake markings or vacuum truck underground utility locations. All subcontracted services will be held by written contract under the same exact contract requirements as set forth in the City of Avondale contract with CRS, as was completed for the P.I.R. project aerial mapping company.

STATEMENT OF QUALIFICATIONS

Statement of key resources & personnel qualifications with pertinent experience

CRS completes ALL work through Carl Sitterley, RLS. Prior to starting CRS in 2004, Carl Sitterley obtained surveying experience starting back in 1981 while working in surveying during the summers and one school semester off, while going to Colorado State University. Carl Sitterley spent several years, while obtaining a Forestry Degree and minor in land surveying, teaching surveying lab classes and working with techniques using old style transits, levels, and plane tables.

CRS also, for the past 2 years, has added William Perez, RLS as a part time employee. Mr. Perez has 24 years land surveying experience all within Arizona. Mr. Perez, as an Arizona Registered Land Surveyor, has extensive experience with Autodesk LDD software and its application. Mr. Perez has managed many topographic surveying and construction surveying projects for many agencies throughout Arizona and has been the surveying manager for a large engineering design and construction management company in the valley. Mr. Perez still completes his duties on a part time basis due to the economic situation and aids CRS on-call.

Carl Sitterley, **as representing the experience of CRS**, during summer surveying experience opportunities and continuing through post college graduation, surveying positions, has completed a wide variety of land surveying projects. Carl Sitterley has many years experience completing management of surveying personnel and projects involved with:

1. Forest Service boundaries, Mineral Claim staking and retracement, General boundary surveying, and ALTA surveys.
2. Construction staking involved with heavy construction projects of dams, highways and bridges; involved with residential and commercial subdivisions, involved with commercial buildings and infrastructures; involved with urban roadway improvements and new utilities and infrastructure.
3. Topographic surveying for many different requirements of including design for roadway, pipe and utility routes, site surveys for residential and commercial site improvements, including active industrial sites such as food plants and transport facilities.
4. Consulting Surveying Services at both the field and office levels for a Major electrical and irrigation provider Salt River Project (SRP); for Arizona Department of Transportation right of way department (legal descriptions and right of way plan preparation and review); and for a local construction company as a professional consultant.

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Through CRS, Carl Sitterley applies 31 years (and counting) of field and office surveying experience in a wide variety of land surveying project and education opportunities. CRS applies this experience, full time, on your projects with proper field surveying and safety equipment and with sufficient office support from software and printing capabilities.

Along the way, Carl Sitterley has obtained valuable education and training in time management and public relations. CRS has further developed time management communication techniques that allows for proactive scheduling and creative time management that allows CRS to generally meet most, if not all, project schedule requirements. The field to finish process is generally more efficient for completion of topographic surveys and creates a more competent product. CRS is generally available within a typical reasonable communication window to complete required tasks and meet for project orientation situations.

Since CRS began in March of 2004, Carl Sitterley has continued to apply his past surveying experience and education to completing the same wide variety of surveying services. Primarily, CRS completes construction staking, design topographic surveys, and boundary surveys. CRS is in strict compliance with the "Arizona Boundary Survey Minimum Standards", and applies those standards everyday to all land surveying services. CRS has in the past been a consultant surveyor for a local construction company and directed and supported their performance of surveying services in Arizona, thus meeting their requirements for the Arizona State Board of Technical Registration firm registration for professional services. However, CRS has ended providing those services to pursue other opportunities within the construction industry.

Generally, CRS is a one-man professional consultant company offering professional surveying services. On occasion, CRS through two added part time employees has sufficient equipment and resources to gear up to an addition field crew and or a 2-man crew as needed. However, the one-man field to finish land surveying services philosophy is, and will continue to be, maintained and is still accomplished using state of the art field equipment such as:

1. a Robotic Trimble total station with direct reflectorless capabilities.
2. a Trimble RTK 4800 GPS system with 3 mile plus radio capability.
3. a laser level with vertical accuracy and distance range to allow vertical observations to the standards for urban surveys.
4. a lap top computer loaded with LDD2007, AutoDesk software, Trimble Geomatics software, and standard Microsoft Office software.

Field operations are fully supported with an office computer loaded with the same above software, and software for creation and viewing electronic digital images. The office is also supported with multiple modern printers and plotters that allow document printing full color or black and white in 8"x11", 11"x17" and 24"x36" sheet sizes.

STATEMENT OF QUALIFICATIONS

Statement of certifications, licenses, and professional association memberships

Carl Sitterley, RLS Arizona no. 28742, since 1995
NICET level III certification, expired.

William Perez, RLS Arizona no. 50105, since 2009
ACI Concrete Field Testing Technician - (Exp. 11/21/14)
ATTI Field Technician (ADOT Soils & Aggregates) (Exp. 10/30/2015)

Performing surveying services under the Arizona State Board of Technical Registration Firm no. 12564-0.

Professional Associations:

APLS

Arizona Professional Land Surveyors, Member since 1995 through 2010, no. 102897
(membership was cancelled due to fiscal spending by APLS not consistent with current economic times and the professional/personal values of Carl Sitterley)

NSPS & ACSM

National Society of Professional Surveyors, ID no. 37603, 2007-2010
(membership cancelled due to fiscal spending by NSPS & ACSM not consistent with economic times, ACSM has been dissolved due to fiscal problems, NSPS attempted to help with bail-out)

ACEC-Arizona

American Council of Engineering Companies, of Arizona, no. unknown.

Capital Improvement Projects for the 2012/2013 and 2013/2014 Fiscal Years.
(Solicitation number, EN 12-054)



CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

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APPENDIX "A"

RESUME'

CARL SITTERLEY
ARIZONA REGISTERED LAND SURVEYOR 28742

&

WILLIAM PEREZ
ARIZONA REGISTERED LAND SURVEYOR 50105



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CARL SITTERLEY, RLS
PRESIDENT

SUMMARY:

Mr. Carl Sitterley is a Registered Land Surveyor (R.L.S.) in the State of Arizona. His educational background includes a Bachelor of Science Degree in Natural Resource Management (Forestry) and a Minor in Land Surveying obtained from Colorado State University. Mr. Sitterley has worked with many of ADOT's Construction Districts in addition to ADOT's various design and support sections. He has also worked with numerous cities and counties, along with the National Forest Service, Arizona State Parks, the State Land Department, and the Bureau of Reclamation. His experience includes writing legal descriptions, preparing plats, A.L.T.A. and boundary surveys, temporary construction easements, title research, results of survey, right of way determination, right of way plans, review and calculations.

Mr. Sitterley has over 31 years experience in Right of Way, Design and Boundary Land Surveying. His strength comes with a wide variety of experience in his professional career including; Design, Boundary – Right of Way Surveys, Topographic Surveys, and Construction Staking on highway projects, residential subdivisions and commercial projects.

EDUCATION:

1986, Bachelor of Science in Natural Resources Management (Forestry), Minor in Land Surveying, Colorado State University, Fort Collins, Colorado.

REGISTRATION:

Arizona Registered Land Surveyor, No. 28742. ---1995

EXPERIENCE:

(Note, Surveying Career started in June 1981)

3/04 – Present

Consultant Registered Surveying, Inc., Scottsdale, Arizona
(480) 620-1382

President/Owner: (Est. Company 3/04 – Present)

Mr. Sitterley, R.L.S. is in charge of all Survey Contracts for Consultant Registered Surveying, Inc. This includes both field and office completion of all projects using modern Trimble GPS and Robotic one-man field equipment, and office computer processing with Land Development Desktop 2008, Trimble Geomatics Office 1.62, Microsoft office, and COX high-speed internet access.

8/98 – 3/04 **Consultant Engineering, Inc.**, Phoenix, Arizona (602) 866-5090
Survey Manager/Vice President: (Est. Survey Dept. 3/00 – 3/04)
Right of Way Technician (8/98 – 3/00)

5/97 – 7/98 **Wood/Patel Associates**, Phoenix, AZ (602) 335-8500. **AND**
 1/94 – 5/97 **David Evans and Associates, Inc.**, Phoenix, AZ (602) 678-5151.
Project Surveyor (5/97 – 7/98)
Project Surveyor, Project Manager, Client Manager (2/96 – 5/97)
Chief Of Parties (7/95 - 8/96)
Survey Office Tech (11/94 - 7/95)
Party Chief (1/94 - 11/94)

5/88 - 1/94 **W.E.I / Urban Engineering, Inc.**, Phoenix, Arizona **AND**
 2/87 - 5/88 **Lemme Engineering, Inc.**, Phoenix, Arizona (602) 841-6904.
Survey Coordinator (11/92 - 1/94)
Party Chief (4/89 - 11/92)
Instrument Person (2/87 - 5/88) (5/88 - 4/89)

6/86 - 11/86 **Triangle Surveys, Inc.**, Livingston, Montana. Warren Latvala owner
Instrument Person

6/81 - 6/86 **Other Survey Positions:**
Rod - Instrument Person (summers 1981-1983, fall 1983)
Survey Lab Instructor (1985-1986 school year) Colorado State University.

PERSONAL HIGHLIGHTS:

Through completion of above experience, Mr. Sitterley has become familiar with various computer software, including Autocadd, Land Development Desk Top Rel 2007: Trimble, Geomatic Office (TGO) Rel. 1.62; Starnet least squares adjustment software; MS Excell, MS Word; Tripod Data Systems (TDS). He has worked with Lietz SET3, Nikon TOPGUN, TopCon GTS4B and Many Wild Total Station Theodolites. His primary data collector experience is with the TDS survey loaded into HP-48 calculators, but has worked with Sokkia SDR33's. **Mr. Sitterley currently uses Trimble GPS - RTK 4800 units, Trimble Robotic 5600 units, both combined with the Trimble TSCE data controller.**

Mr. Sitterley values his experience completing projects field to finish. He works to understand the clients needs through questions and professional presentation. Mr. Sitterley applies common sense with experience to determine the surveying service that needs to be provided and works to communicate to the client the services requested. Mr. Sitterley places great importance on the field data importance when completing topographic or boundary surveys. Field data is the primary product that a Land Surveyor provides. Evidence of existing utilities or survey monuments are sometimes subtle and require experience and an inquisitive mind to seek and acquire. Trained and variable experience combined with thorough professional research and judgement is the product Mr. Sitterley offers as a professional service.



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Scottsdale, Arizona 85251

CSITTERLEY-CRS@COX.NET

WILLIAM J. PEREZ, PLS, ACI, ATTI
CRS PROJECT SURVEYOR

SUMMARY:

Mr. Perez has extensive experience in surveying and engineering including residential, commercial, and high-rise construction surveying, highway and bridge construction surveying, Flood Control surveys, FAA surveys and construction, Light Rail construction and control surveys, major drainage design mapping control surveying, and utility route surveying & construction for major water, sewer, electrical, communication, and drainage systems. He has more than 24 years background in survey, construction, and design throughout Arizona. Mr. Perez has worked on numerous Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), and Local Government projects as the field Lead Surveyor and office Project Surveyor.

SKILLS:

Strong Engineering Mathematics
Physical Sciences
Geomatics
Statistical Analysis
Trimble T.G.O. GPS software
Topcon GPS software
AutoCadd Release 10 through LDD 2007
Written Communication

EDUCATION:

Data Processing and BASIC Language, South Mountain Community College, Phoenix—1983

US Navy Strategic Weapons Systems Program (Science-in-Engineering of electrical guidance-systems for Polaris/Poseidon missiles and strategic weapons systems electronics) Fleet Combat Center Atlantic, Dam Neck, Virginia Beach, VA.—1983-1985. Completed program of Civilian-equivalent 86 semester-hours included Calculus II, Physics II, Analysis, University/Quantum Theory Physics, Advanced Electronics Theory, Geodesy, Celestial Navigation

REGISTRATIONS:

Registered Professional Land Surveyor, Arizona No. 50105, 2009

CERTIFICATIONS:

ACI Concrete Field Testing Technician - (Exp. 11/21/14)
ATTI Field Technician (ADOT Soils & Aggregates) (Exp. 10/30/2015)



CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, P.M.B. 567
Scottsdale, Arizona 85251
OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382
E-mail:
CSITTERLEY-CRS@COX.NET

APPENDIX "B"

VENDOR INFORMATION FORM

ADDENDUM NO. 1 AFFIRMATION

SECTION A

IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, 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.

Consultant Registered Surveying, Inc 20-0789604
VENDOR SUBMITTING SOQ FEDERAL TAX ID NUMBER

Carl Sitterley, President
PRINTED NAME AND TITLE

Carl Sitterley
AUTHORIZED SIGNATURE

8732 E. Piccadilly Rd.
ADDRESS

480-620-1382 None
TELEPHONE FAX #

Scottsdale AZ 85251
CITY STATE ZIP

5/17/2012
DATE

WEB SITE: none

E-MAIL ADDRESS: _____
csitterley - crs@cox.net

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.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2012/2013 PROFESSIONAL CONSULTANTS SELECTION LIST
EN 12-054

ADDENDUM No. 1

Consultant Registered Surveying, Inc., affirms that ADDENDUM No. 1 has
(Name of Bidder/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Bidder's Offer.

Carl Sitterley, 5/17/12 2012
Signed Date

Carl Sitterley
Print Name

President
Title

Consultant Registered Surveying Inc.
Company Name

8732 E. Piccadilly Road.
Address

Scottsdale, Arizona, 85251
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CONSULTANT REGISTERED SURVEYING INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CONSULTANT REGISTERED SURVEYING INC.

[Fee Proposal]

See following page.



CONSULTANT REGISTERED SURVEYING INC.

CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, P.M.B. 567
Scottsdale, Arizona 85251

OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382

E-mail:

csitterley-crs@cox.net

March 11, 2013

Attn: Anna Hudson, Management Assistant
CITY OF AVONDALE
11465 W. Civic Center Drive
Avondale, AZ 85323

RE: CRS hourly rates for 2013- End June 2014 for Land Surveying Services.

The CRS rates are as follow and will continue for the City of Avondale to end June 2014.

1-man field crew = \$95 per hour (includes both robotic and GPS equipment)
Office RLS time = \$95 per hour
2-man field crew = \$125 per hour (includes both robotic and GPS equipment)

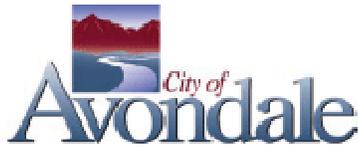
AND when needed;

A City of Avondale Police officer escort is \$35 per hour, with an additional \$7 per hour for a police car.

Submitted,
CONSULTANT REGISTERED SURVEYING, INC

Carl Sitterley, RLS, President

A handwritten signature in blue ink that reads 'Carl Sitterley'. The signature is written in a cursive, flowing style with a prominent initial 'C'.



CITY COUNCIL REPORT

SUBJECT:

Contractor Agreement - Urban Youth Athletic Association

MEETING DATE:

April 1, 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 City Council approve a contractor agreement with the Urban Youth Athletic Association, Inc d/b/a RBI to establish jointly-sponsored athletic programs with the City of Avondale through the Parks, Recreation, and Libraries Department and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

The City of Avondale through the Parks, Recreation, and Libraries Department and RBI desire to enter into a joint programming agreement. The joint programming will include sports, leisure, and academic programs and activities.

Under the terms of the agreement the City will provide the facilities, marketing, and registration for the programming and RBI will develop, implement, and manage all of the programs. Non-City owned and operated facilities may be used for the programs with the agreement of both parties.

All programming will be jointly agreed upon prior to the program start date. Programs implemented under this agreement may include, but are not limited to, the following types of programs:

- Sports clinics
- Leagues
- Tournaments
- Out of School Programs
- Skills Camps
- Sports related programs and activities
- Special Events

DISCUSSION:

Staff, in conjunction with the City Attorney developed the Letter Agreement which stipulates the terms and conditions regarding the program (Attachment 1). The term of the agreement is for one (1) year with a maximum of four (4) additional one-year terms. The additional terms must be agreed upon by both parties through an annual review and letter agreement by a designated representative of both parties. Either party can dissolve the agreement with cause after a 60 day notification. The City will continue to develop agreements with other sports organizations to enhance services and programs for City of Avondale resident and park users.

BUDGETARY IMPACT:

The Letter Agreement with RBI will establish cost recoverable programs only. All program expenses will be recovered through program user fees, donations, and sponsorships. There will be no direct cost to the City of Avondale for programming associated with this agreement.

RECOMMENDATION:

Staff is requesting City Council approve a contractor agreement with the Urban Youth Athletic Association, Inc d/b/a RBI to establish jointly-sponsored athletic programs with the City of Avondale through the Parks, Recreation, and Libraries Department and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

[Contractor Agreement](#)

**CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URBAN YOUTH ATHLETIC ASSOCIATION,
d/b/a ARIZONA RBI**

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of April 1, 2013, between the City of Avondale, an Arizona municipal corporation (the "City"), and Urban Youth Athletic Association, d/b/a Arizona RBI, an Arizona non-profit corporation (the "Contractor").

RECITALS

- A. The City desires to provide sports programs to Avondale youth.
- B. The Contractor is in the business of providing sports and educational programs and has the ability to provide sports programs and related activities for the City's youth.
- C. The City desires to enter into an Agreement with the Contractor to jointly manage and operate youth sports clinics, leagues, programs and special events (the "Services" or the "Programs") at the City's parks and American Sports Center (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 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 March 31, 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 Consultant 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 Consultant'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 Consultant, 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 more particularly set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. Upon completion of each Program, the City shall pay the Contractor an amount equal to 50 percent of the total fees collected, less total expenses paid or incurred by the City for each Program.

4. Registration. The City shall coordinate and perform the registration of participants utilizing the Programs.

5. Advertising. The City and the Contractor will each promote and market the Programs and activities associated with this Agreement as agreed upon by both parties. At its discretion, the City shall advertise the Programs through the normal City advertising mediums, including but not limited to, the City website, flyers and other promotional materials. Contractor may advertise other programs in conjunction with the Services provided under this Agreement.

6. Facilities. The Services shall be conducted at City Facilities as agreed upon in writing by the City and Contractor. The Contractor shall ensure that only its properly identified employees listed with the City are permitted on the premises of the City Facilities during the performance of the Contractor's duties. The Contractor will be held strictly liable for any damage or breach of security caused by its employees.

7. Maintenance. The Contractor shall be responsible, at its own expense, for maintaining, cleaning and keeping in good repair all Contractor property used in the performance of the Services. The City shall be responsible, at its own expense, for maintaining, cleaning and keeping in good repair all City property used in the performance of the Services. Notwithstanding the foregoing, the Contractor and the City shall be jointly responsible for cleaning up the portion(s) of City Facilities used in the performing the Services.

8. Damage to City Property. The Contractor shall conduct the operation of the Services in a manner that prevents damage to City property. In the event damage occurs to City property or any adjacent property by reason of any Contractor Service performed under this Agreement, the Contractor shall replace or repair the same at no cost to the City. If the City repairs or replaces the Contractor's damage, the cost of such repair or replacement shall be charged to the Contractor. The City shall be responsible for the repair of any damages to the City property that results directly from the City's use of the property.

9. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

10. Contractor Personnel. The Contractor shall provide and supervise adequate, experienced, adult instructional staff trained in the proper methods and techniques in order to properly and satisfactorily perform the Services. All members of the Contractor's instructional staff who will be performing the Services must be 18 years of age or older. If a staff member under the age of 18 is performing the Services, then he/she must be accompanied by an adult member for the duration of the Services.

10.1 Other Qualifications. The Contractor shall provide trustworthy, reliable employees and make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. The Contractor shall notify the City's administrator or designee prior to the change in staffing if possible or as quickly as possible thereafter. In addition, Contractor's staff members are required to: (A) read, write, speak and understand the English language, (B) have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner and (C) be legally authorized to work in the State of Arizona.

10.2 Background. The Contractor or its employees shall not have been convicted of a felony or a crime involving moral turpitude in the last ten years. The Contractor and its employees shall submit to comprehensive background checks as deemed necessary by the City in its sole discretion.

10.3 Appearance. The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.

10.4 Certifications. The Contractor shall ensure that at least one staff member trained and certified in CPR and First Aid shall be present during any Program activity.

11. Inspection; Acceptance. Performance of the Services 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. Quality service and strict adherence to this Agreement will be expected from the Contractor.

12. Licenses; Materials. Contractor shall maintain in current status all licenses, permits and certifications from the appropriate federal, state and local departments and the appropriate sports or recreational activity licensing, certification or sanctioning authority 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.

13. 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.

14. 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 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.

15. Insurance.

15.1 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 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 this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate reference to this Agreement, 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 as respects performance of the Agreement.

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

(4) 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.

15.2. 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. [INTENTIONALLY OMITTED]

D. Workers' Compensation Insurance; Relationship. 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.

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

16. Termination; Cancellation.

16.1 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.

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

16.3 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.

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

16.5 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 or withhold from the Contractor an amount equal to 150% of the gratuity.

16.6 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.

17. Miscellaneous.

17.1 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. 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.

17.2 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.

17.3 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, (C) existing and future Occupational Safety and Health Administration standards and (D) existing and future regulations specifically related to the Services.

17.4 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.

17.5 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.

17.6 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.

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

17.8 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.

17.9 Assignment. No right or interest in this Agreement shall be assigned or delegated 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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.

17.14 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.

17.15 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: Urban Youth Athletic Association
d/b/a Arizona RBI
19 South 10th Avenue
Phoenix, Arizona 85007
Attn: Lisa Coleman

With copy to: The Pritchett Law Firm, PLLC
2700 North Central Avenue, Suite 1250
Phoenix, Arizona 85004
Attn: Jason Pritchett, Esq.

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.

17.16 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.

17.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 17.18 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (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 Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

17.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 16.2 above.

17.20 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.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on April ____, 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)

“Contractor”

URBAN YOUTH ATHLETIC ASSOCIATION,
d/b/a ARIZONA RBI, an Arizona non-profit
corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on April ____, 2013, by _____
_____, the _____ of URBAN YOUTH ATHLETIC
ASSOCIATION, d/b/a ARIZONA RBI, an Arizona non-profit corporation, on behalf of the
corporation.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URBAN YOUTH ATHLETIC ASSOCIATION,
d/b/a ARIZONA RBI

[Scope of Work]

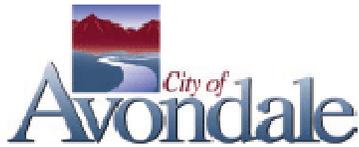
See following pages.

SCOPE OF WORK

1. **Introduction.** The Contractor will provide high quality instruction, personnel and equipment in cooperatively conducting sports clinics, leagues, programs and special events for the City's youths.

2. **Contractor Responsibilities.** The Contractor shall be responsible for the following:
 - 2.1 The Contractor shall appoint a staff member to serve as the Contractor's representative to oversee the Programs.
 - 2.2 The Contractor shall be responsible for providing direct supervision and coordination of the Program and the Program participants.
 - 2.3 Contractor will be responsible for the organization of teams, divisions, playoffs and championships.
 - 2.4 Contractor shall be responsible for the posting/dissemination of player and coach code of conduct, team standings and game schedules.
 - 2.5 Contractor shall be responsible for the selection and retention of qualified coaches and umpires.
 - 2.6 Contractor shall obtain player, coach and umpire liability waivers prior to allowing such individuals to participate in a Program.
 - 2.7 Contractor shall provide a free baseball clinic each season (at a mutually agreeable time) at the City's Facilities, which clinic shall be open to all Avondale youth.
 - 2.8 Contractor shall promote the City's "Let's Move" initiative of raising a healthier generation of kids through the overall operation of the Programs.
 - 2.9 The Contractor shall be responsible for oversight of all Contractor employees and volunteers.
 - 2.10 The Contractor shall notify the City at least 24 hours in advance of a scheduled activity if it becomes necessary for the Contractor to cancel or reschedule a Program activity at the Facility.
 - 2.11 Contractor, along with the City, shall ensure that all team names, attire and logos are in accordance with applicable law, including copyright, trademark and other intellectual property protections.

3. City's Responsibilities. The City shall be responsible for the following:
 - 3.1 The City shall appoint a staff member to serve as the City's representative to oversee the Agreement.
 - 3.2 The City shall be responsible for oversight of all City employees and volunteers.
 - 3.3 The City will prepare all fields and allocate time for agreed upon practice and play times.
 - 3.4 The City shall notify the Contractor at least 24 hours in advance of a scheduled activity if it becomes necessary for the City to cancel or reschedule a Program activity at the specified City Facility.
 - 3.5 City, along with the Contractor, shall ensure that the use of all team names, attire and logos are in accordance with applicable law, including copyright, trademark and other intellectual property protections.



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement – Wood, Patel & Associates, Inc.

MEETING DATE:

April 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Wood, Patel & Associates, Inc. to provide engineering design services for the Central Avenue Improvement project in the amount of \$147,500.00, authorize the transfer of \$147,500.00 from 304-1267-00-8420 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 to provide a safe, effective, attractive and comfortable access and travel for all users including, pedestrians, bicyclists, motorists and public transportation, along Central Avenue from Van Buren Street south approximately 1.1 miles to Western Avenue.

DISCUSSION:

To accommodate the roadway narrowing along Central Avenue, construction documents will need to be prepared, including specifications in Arizona Department of Transportation (ADOT) format. The roadway section will include new pavement at a reduced width, new curb and gutter, new driveways, bike lanes outside of the pavement, and eight (8) bus bays along the corridor. The existing sidewalk will remain in place.

The goal of the project is to create a corridor that is walkable, bikeable and drivable while incorporating a distinct theme including landscape and hardscape.

SCOPE OF WORK:

The scope of work for this phase will include:

- Project management
- Utility coordination
- Progress meetings
- Construction document preparation

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 Wood Patel was the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that Wood Patel is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Wood Patel for engineering services for the delivery of a traffic impact study and lighting evaluation.

SCHEDULE:

A tentative schedule is as follows:

30% Roadway, Drainage Design Plans - May 2013
60% Roadway, Drainage Design Plans - August 2013
100% Roadway, Drainage Design Plans - January 2014

BUDGETARY IMPACT:

Funding in the amount of \$147,500.00 is available in CIP Street Fund Line Item, 304-1267-00-8420, Intelligent Transportation System, and is proposed to be transferred to CIP Street Fund Line Item, 304-1178-00-8420, the Central Avenue, Western to Van Buren. Construction funding is provided in the proposed CIP for FY13-14.

RECOMMENDATION:

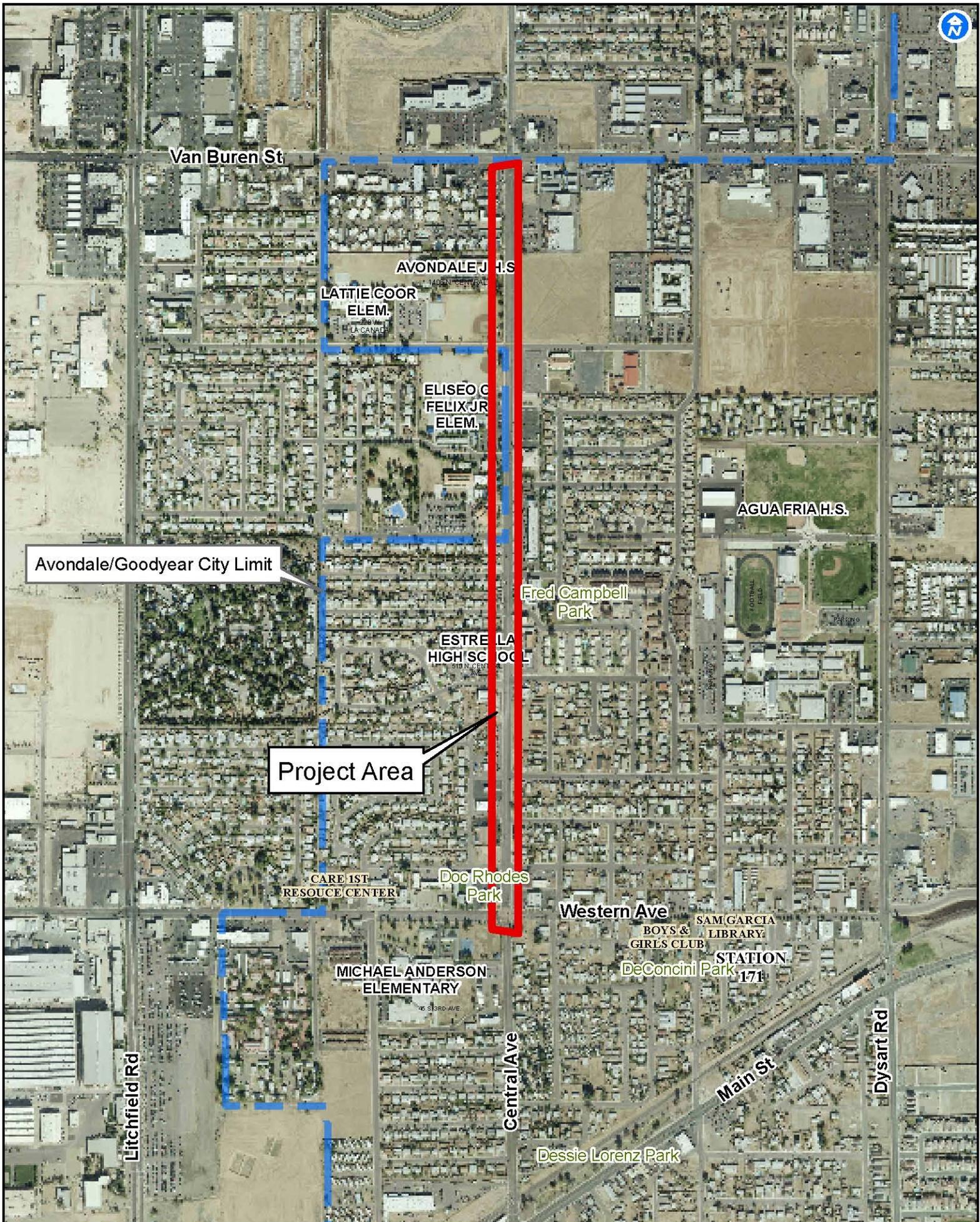
Staff recommends that the City Council approve a Professional Services Agreement with Wood, Patel & Associates, Inc. (Wood Patel) to provide engineering design services for the Central Avenue Improvement project in the amount of \$147,500.00, authorize the transfer of \$147,500.00 from 304-1267-00-8420 to 304-1178-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Vicinity Map](#)

[PSA](#)



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
46 S 1300 AVE

Litchfield Rd

Central Ave

Main St

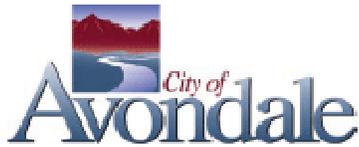
Dysart Rd

Dessie Lorenz Park

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<http://www.avondale.org/DocumentCenter/View/31919>



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Logan Simpson

MEETING DATE:

April 1, 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 Logan Simpson Design, Inc. to provide schematic design services for the Friendship Park renovation project in the amount of not to exceed \$71,811 over a contract term of one (1) year and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

On July 2, 2012 the City Council provided staff with direction and guidance on a concept plan for Friendship park and Festival Fields to enhance park programs, services, and amenities for residents and park visitors. The Friendship Park Renovation project will be completed in phases.

Phase 1: Conceptual Design

Phase 2: Schematic Design

Phase 3: Completion of Design, Construction and Final Renovations

Logan Simpson was contracted in April, 2012 to complete phase one of the project. Phase one includes the development of a full concept plan for the project that includes: fenced athletic fields, additional parking, expanded ramadas, enhanced concessions, and exercise stations around the park. Approval of this agreement will authorize Logan Simpson to complete phase two of the project: the development of the project schematic design to a 15% - 30% level of design.

DISCUSSION:

The schematic design will be developed at a 15%-30% level of design for the proposed improvements identified on the Concept Plan (see attached). The plan will also include a preliminary estimate of probable implementation costs.

The proposed plan improvements include the following.

1. New parking area replacing the existing football field.
2. A new public picnic/event/festival area for approximately 200 people with a restroom building and new pathways on the east side of the park.
3. New vehicular access to McDowell Road and 119th Avenue.
4. A new restroom/maintenance building, renovation and expansion of a main concessions building with plaza and bleachers, and renovation of the north restroom building.
5. Sports field lighting for the two west soccer fields, area lighting, and building lighting/electrical.
6. A new fence enclosure for seven existing fields to control access and maintenance operations for tournament-level of play.
7. New path improvements and exercise stations for the park's pedestrian loop system.

The schematic design and preliminary estimate of costs will be defined to a level that will provide sufficient information for the subsequent design and development phases. The estimated duration of the schematic design process is approximately 4 months. The required project submittal will include:

- All drawings will be 24"x 36" size
- One full size set of schematic plans
- One Probable Cost of Construction Estimate
- Electronic versions of the schematic plans
- Probable cost of construction estimate in PDF format

BUDGETARY IMPACT:

The contract amount will not exceed \$71,811 over a contract term of one (1) year Funding for this agreement has been approved and allocated through the Parks, Recreation, and Libraries Capital Improvement Plan (CIP) budget; budget line item 310-1027-00-8120: PK1027 - Friendship Park Enhancements.

RECOMMENDATION:

Staff is recommending that the City Council approve a Professional Services Agreement with Logan Simpson Design, Inc. (Logan Simpson) to provide schematic design services for the Friendship Park renovation project in the amount of not to exceed \$71,811 over a contract term of one (1) year and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

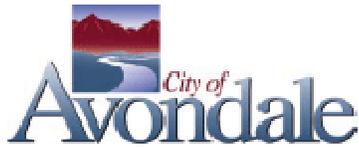
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<http://www.avondale.org/DocumentCenter/View/31921>



CITY COUNCIL REPORT

SUBJECT:

First Amendment - Landscape Services Contract -
ISS Grounds Control

MEETING DATE:

April 1, 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 an amendment to the Professional Services Agreement with ISS Grounds Control Inc. to provide additional landscaping services and sports field maintenance for city facilities, parks, medians and easements in the amount not to exceed \$250,008 annually and a total contract increase in the amount of \$1,250,040 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:

On February 4, 2013 Council approved 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. The city currently has contracts with Somerset Landscaping (Somerset) for city sports field maintenance and ISS Grounds Control Landscaping (ISS) for city facilities, medians and easements. Somerset will cease the maintenance of the City of Avondale sports fields on April 1, 2013.

After a competitive bid process, staff elected to enter into contract negotiations with Big League Dreams for the maintenance and management of City sports fields on November 7, 2012. One of the goals of the agreement was to have Big League Dreams replace Somerset Landscaping for the maintenance of city sports fields. However the negotiations with Big League Dreams will not be complete by April 1, 2013 (the end of the Somerset contract).

ISS has agreed to maintain the city sports fields until the City of Avondale completes the agreement with Big League Dreams, enters into an agreement with another party, or makes the agreement with ISS permanent.

DISCUSSION:

The term of the contract shall remain at the originally agreed upon 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 additional scope of the agreement for landscape services and sports field management are as follows:

Landscape Services

Weekly landscape maintenance & weed control of the area located along Van Buren, just west of 119th Avenue in the Desert Springs Village HOA. The new area includes the 12 vacant lots #97-108. The lots associated with this agreement are not landscaped at this time and will be weed and trash controlled only.

Sports Field Management

- All sports fields shall be mowed once per week to a height of approximately 1 ½" to 2" - Weed control around goal posts, foul lines and soccer goals or other structures as required. The contractor shall be responsible for any damage to city equipment.
- Field maintenance may be required on weekends in preparation for sports and recreation activities.
- Fertilizing shall take place as required to ensure adequate fertilization and surface condition of sports surfaces.
- Fill all holes and depressions on all sports fields as needed.
- Provide trash and litter pickup on sports fields daily.
- Aerating shall occur as required to ensure adequate aeration and surface condition of sports surfaces.
- Inspect sports field irrigation daily and repair and adjust sprinkler heads and irrigation system to keep fields in top condition at all times.
- Contractor shall not construct any facilities, install any equipment, or make any alterations to the property without the city's prior written approval.
- Blow sidewalk areas, bleachers, and all surrounding areas of the sports fields.
- Perform Infield maintenance on ball fields including weed removal, adding infield mix as required (material will be purchased by the city), drag, water, and line the infields per the city use schedule.
- Treat weeds in turf as required to maintain the fields weed free.
- Take soil samples 2 times per year and perform soil analysis to determine what nutrients and fertilizers should be applied. (fertilizers and other nutrients will be supplied by the city).
- The city will consider requests from the contractor to make non-routine repairs to fields as required.

BUDGETARY IMPACT:

The additional service costs are outlined below:

Additional Landscape Services

Desert Springs Village (12 Vacant Lots) - \$19,968

Additional Landscape Total: \$19,968

Addition of Sports Field Maintenance

Friendship Park - \$142,740 annually

Festival Fields - \$87,300 annually

Sports Field Total: \$230,040

Total for all additional services:

Landscape \$ 19,968

Sports Fields \$230,040

Total Annual Increase \$250,008

The expenditure for landscape services is included in the Building Maintenance budget line item 101-5420-00-6320 in the not to exceed amount of \$19,968 annually and the Parks budget line item 101-5220-00-6320 in the not to exceed amount of \$230,040 annually.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the Professional Services Agreement with ISS Grounds Control Inc. to provide additional landscaping services and sports field maintenance for city facilities, parks, medians and easements in the amount not to exceed \$250,008 annually and a total contract increase in the amount of \$1,250,040 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 Amendment](#)

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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of April 1, 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 and the Contractor entered into a Professional Services Agreement dated February 8, 2013 for landscaping and cleanup services at City properties (the "Agreement").

B. The City has determined that additional landscaping maintenance services for Desert Springs Village, Friendship Park and Festival Fields by the Contractor are necessary (the "Additional Services").

C. The City and the Contractor desire to enter into this First Amendment to (i) modify the scope of work to include the Additional Services and (ii) increase the compensation to the Contractor for the Additional 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. Scope of Work. Contractor shall provide the Additional Services as set forth in the additional Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The Consultant's total compensation under the Agreement shall increase by no more than \$208,340.00 from \$710,000.00 to \$918,340.00 for the Services at the rates as set forth in the additional Scope of Work and Fee Proposal, attached hereto as Exhibit A.

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 First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this

First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the 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.

“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 April ____, 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)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

[Additional Scope of Work and Fee Proposal]

See following pages.

ISS GROUNDS CONTROL

March 5, 2013

Dave Ramuz
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

Re: Revised Monthly Price for Desert Springs Village to include 12 Vacant Lots

Dear Dave:

Below is the revised monthly price for ***weekly landscape maintenance & weed control*** of the area located along Van Buren, just west of 119th Avenue in the Desert Springs Village HOA. The new area includes the 12 vacant lots #97-108 as per the map provided on 2/19/13. A "revised" Google Map showing the exact boundaries included in our bid is also attached. These lots will be weed and trash control only as they are not landscaped at this time.

Total Monthly Price - \$1,664.00

Regards,

Sandy Kull
Sandy Kull
Business Development

Direct: 602-507-6462 / Cell: 602-705-8946 / Main: 602-304-0304
2960 E. Elwood St., Phoenix, AZ 85040





Date February 27, 2013

Client Name **City of Avondale Parks & Recreation**
11465 W. Civic Center Drive
Avondale, AZ 85323

Attention David Ramuz, Facilities Manager
Christopher Reams, Director

Property Name **Friendship Park**
12325 W. McDowell Rd.
Avondale, AZ

Areas Included **Three Ball Fields & Ten Multi-Purpose Fields**
Per the Scope of Work dated 1/31/13, except lining the fields which the City will retain.

ISS GROUNDS CONTROL, INC. LANDSCAPE SERVICE SPECIFICATIONS are hereby incorporated into this agreement in accordance with the type of service to be provided below;

- Trees 10 ft. and under
- Turf care (mow frequency increased to 50 x per year)
- Scalping and winter rye seed (Seed sold separately)
- Vines, hedges, and shrubs
- Ground cover and flower bed treatment
- Decomposed granite/ infield stabilizer
- Natural desert and hydro seed areas
- Trash and debris pickup daily
- Turf Weed Control as needed
- Fertilizing of plants 2 times per year
- Fertilizing of turf as needed (with City provided fertilizer & nutrients)
- Annuals in front planters 2 times per year
- Palm tree trimming 1 time per year
- Olive tree spraying 1 time per year
- Excludes: Major Irrigation repairs (minor repairs are included).

FREQUENCY OF SERVICE

Service to occur **Monday through Friday.**

ADDITIONAL SERVICES

ISS Grounds Control, Inc. can provide a variety of services supplemental to the landscape management. We offer some of those additional services at unit prices valid till January 1 of the following calendar year.

Winter Rye Seed \$ **31,984.00** *Price includes labor to spread seed.

PAYMENT TERMS

Billing will occur on the 3rd of the month, to be paid within 30 days.

MONTHLY INVESTMENT

* Eleven Thousand Eight Hundred Ninety Five Dollars and no/100 \$ 11,895.00

AUTHORIZATION

You are authorized to initiate the above service starting on:

Month/Day/Year

Approved By:

Sandy Kull

Title: _____

Sandy Kull
ISS Grounds Control, Inc.
Business Development Associate

Date: _____





Date

March 5, 2013

Client Name

City of Avondale Parks & Recreation
11465 W. Civic Center Drive
Avondale, AZ 85323

Attention

David Ramuz, Facilities Manager
Christopher Reams, Director

Property Name

Festival Fields Park
101 W. Lower Buckeye Rd.
Avondale, AZ

Areas Included

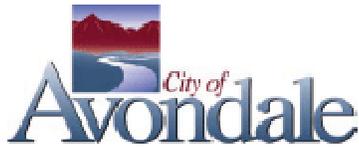
Four Ball Fields & One Multi-Purpose Field
Per the Scope of Work dated 1/31/13, except lining the fields which the City will retain.

ISS GROUNDS CONTROL, INC. LANDSCAPE SERVICE SPECIFICATIONS are hereby incorporated into this agreement in accordance with the type of service to be provided below;

- Trees 10 ft. and under
- Turf care (mow frequency increased to 50 x per year)
- Scalping and winter rye seed (Seed sold separately)
- Vines, hedges, and shrubs
- Ground cover and flower bed treatment
- Decomposed granite /infield stabilizer
- Natural desert and hydro seed areas
- Trash and debris pickup daily
- Turf Weed Control as needed
- Fertilizing of plants 2 times per year
- Fertilizing of turf as needed (with City provided fertilizer & nutrients)
- Annuals in front planters 2 times per year
- Palm tree trimming 1 time per year
- Olive tree spraying 1 time per year
- Excludes: Major Irrigation repairs (minor repairs are included).

FREQUENCY OF SERVICE

Service to occur Monday through Friday.



CITY COUNCIL REPORT

SUBJECT:

Notice of Intent - Development Tax Incentive Agreement - GUN BO, LLC.

MEETING DATE:

April 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a notice of intent to enter into a development tax incentive agreement with GUN BO, LLC. for future construction of a family entertainment center by Main Event Entertainment, LP. Council will take appropriate action.

DISCUSSION:

Pursuant to Arizona Revised Statutes § 9-500.11, City Council is required to adopted a notice of intent to enter into a development tax incentive agreement. For the last 5 years, staff has been working with Mr. Gunbo Park, owner of Gunbo, LLC and Parkland Development, regarding the development of a 40 acre mixed-use project called Park 10 located between 107th and 103rd Avenues and McDowell Road and Interstate 10. Mr. Park has entered into a Letter of Intent with Main Event Entertainment, LP to construct a 58,000 SF family entertainment center. The family entertainment center will feature a restaurant, bar, bowling, billiards, arcade games, laser tag and meeting room space. Construction would begin within 6 months of this agreement and be completed in the spring of 2014. The Economic Development Agreement provides reimbursement of \$500,000 for infrastructure improvements along McDowell Road and 103th Avenue, a rebate of the unrestricted portion of the construction sales tax up to an amount not to exceed \$75,000, plus a rebate of the unrestricted transaction privileged tax up to the amount of \$225,000.

BUDGETARY IMPACT:

The total amount of reimbursements for this project will not exceed \$800,000. The rebates will be returned from revenue that would not otherwise been collected without the construction and operation of the project. This use is consistent with the Council's goal of business attraction, and it brings a unique entertainment venue to the city. The new facility will also increase the value of the property for property tax purposes, enhances the city's freeway corridor, creates significant opportunities for new employment, and enhances retail transaction sales tax collections in the city. A third party economic impact analysis (see attached) has been completed and indicates that the value of the new construction and operations of the new facility provides a greater benefit than the incentives that are being provided under the terms of the economic development agreement.

RECOMMENDATION:

Staff recommends that the City Council adopt a notice of intent to enter into a development tax incentive agreement.

ATTACHMENTS:

Click to download

[Notice of Intent - GUN BO LLC.](#)

**NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT
(Pursuant to ARIZ. REV. STAT. § 9-500.11)
April 1, 2013**

NOTICE

Notice is hereby given by the Council of the City of Avondale, Arizona (the “City Council”) that, on a date that is not earlier than May 6, 2013, the City Council intends to adopt that certain retail development tax incentive agreement entitled “Economic Development Agreement Between the City of Avondale and GUNBO, LLC” (the “Agreement”).

FINDINGS OF FACT

With respect to the Agreement, and in accordance with ARIZ. REV. STAT. § 9-500.11, the City Council hereby makes the following findings of fact:

1. That the tax incentive set forth in the Agreement is anticipated to raise more revenue than the amount of the incentive within the duration of the Agreement. This finding has been independently verified in a report by Applied Economics, dated March 27, 2013, as set forth in Exhibit A, attached hereto and incorporated herein by reference.
2. That, in the absence of a tax incentive, the Main Event Entertainment, LP would not locate within the corporate boundaries of the City of Avondale at the same time or place as required by the Agreement.

**EXHIBIT A
TO
NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT**

[Applied Economics verification]

See following pages.



March 27, 2013

Mr. Dan Davis
Director of Economic Development
City of Avondale
11465 W. Civic Center Drive, Suite 210
Avondale, AZ 85323

Dear Mr. Davis,

Applied Economics has been contracted by the City of Avondale to perform an independent third party review of the development agreement between the City of Avondale and Gunbo LLC. Gunbo LLC is proposing to develop a 58,000 square foot family entertainment center that would be operated by Main Event Entertainment, LP. The facility would include indoor recreation such as bowling, arcade games, laser tag and food and beverage service.

The development agreement includes provisions for a both a construction sales tax rebate and a retail sales tax rebate.

- The construction sales tax rebate would be equal to 50 percent of the 1.5 percent unrestricted sales tax generated by the construction of the facility and related infrastructure. The maximum reimbursement would be equal to the lesser of the cost of construction for public improvements, or a maximum of \$75,000.
- The retail sales tax rebate would be equal to 50 percent of the 1.5 percent unrestricted sales tax generated by taxable activities on the property. The maximum reimbursement would be equal to the lesser of the cost of construction for public improvements, or a maximum of \$225,000 over a period of up to four years.

The \$300,000 maximum reimbursement from unrestricted sales taxes is intended to cover the cost of specific infrastructure improvements to be completed by the developer and dedicated to the City as part of the development agreement. These would include various improvements to McDowell Road as well as signal improvements at the intersection of McDowell Road and 103rd Avenue. The total cost of public improvements to be completed by the developer is estimated at \$674,133. A.R.S. 42-6010 requires that sales tax incentives offered to retail businesses be provided only as reimbursement for public infrastructure dedicated to, and accepted and controlled upon completion of the project, by the city. All public improvements described above would meet these requirements and the cost of such improvements form the basis for the reimbursement amount.



Mr. Dan Davis

Page 2 of 2

Per A.R.S. 9-500.11, it is required that any tax incentives offered to retail businesses do not exceed the total amount of revenue to be generated to the city by the project. Based on the terms described in the development agreement and the projected sales at the facility, we believe that the project would generate a significantly greater flow of sales tax revenues than the total amount of the reimbursement.

In order to arrive at this conclusion we evaluated projected construction cost and taxable sales figures provided by Main Event based on the breakdown of square footage by type of use. These projections appear reasonable on a per square footage basis. Appropriate city sales tax rates were applied to estimate the annual and cumulative flow of revenues to the city and the developer during the term of the agreement.

The second component of A.R.S. 9-500.11 requires that this development would not have occurred in the same time, place or manner in the absence of a tax incentive. Based on our discussions with the developer, we believe that this type of development would not have occurred in the same place or manner without the incentive. Without the reimbursement from the city, the total cost of both on-site and off-site infrastructure improvements required to make this site usable for a family entertainment center would have exceeded the minimum return on investment required to obtain approval from Gunbo LLC's Board of Director's and the project would not have proceeded at this location.

In summary, based on a thorough review of the development agreement between the City of Avondale and Gunbo LLC, we believe that the agreement meets the requirements of both A.R.S. 9-500.11 and A.R.S. 42-6010. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Sarah E. Murley'.

Sarah E. Murley
Partner

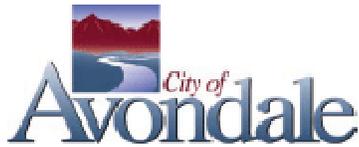
Main Event Entertainment - Avondale

	2013	2014	2015	2016	2017	2018
Construction and Sales Estimates						
Construction	\$5,850,000	\$0	\$0	\$0	\$0	\$0
Hard Cost	\$5,125,000	\$0	\$0	\$0	\$0	\$0
Soft Cost	\$725,000	\$0	\$0	\$0	\$0	\$0
Total Cost per square foot	\$100.86					
Taxable Sales	\$0	\$6,500,000	\$6,565,000	\$6,696,300	\$6,897,189	\$7,104,105
Sales per square foot of sales-generating space	\$0	\$159	\$161	\$164	\$169	\$174
Total Sales Tax Revenues						
Construction Sales Tax	\$95,063	\$0	\$0	\$0	\$0	\$0
Retail Sales Tax	\$0	\$162,500	\$164,125	\$167,408	\$172,430	\$177,603
Sales Tax Revenues to Avondale						
Annual Sales Tax	\$66,544	\$113,750	\$114,888	\$117,185	\$120,701	\$177,603
Cumulative	\$66,544	\$180,294	\$295,181	\$412,367	\$533,067	\$710,670
Sales Tax Reimbursement to Main Event						
Annual	\$28,519	\$48,750	\$49,238	\$50,222	\$51,729	\$0
Cumulative	\$28,519	\$77,269	\$126,506	\$176,729	\$228,457	\$228,457

Construction sales tax rebate not to exceed \$75,000.

Retail sales tax rebate not to exceed \$225,000 over four years.

Square Footage by Type of Use	
Bowling	16,869
Food and Beverage	8,753
Amusement Games	11,549
Laser Tag	3,692
Meeting and Party Rooms	4,000
Storage	2,762
Office	2,302
Open Circulation and Restrooms	8,101
Total Sales-Generating Space	40,863



CITY COUNCIL REPORT

SUBJECT:

Contract to Purchase - CenterLine Supply West, Inc.

MEETING DATE:

April 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a contract to CenterLine Supply West, Inc. for the purchase of a thermoplastic pre-melter trailer, authorize the transfer of \$64,000 from 201-5925-00-6790 to 201-5925-00-8630 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City maintains 83 miles of arterial and collector roadways and 46 intersections. Poor visibility of markings is likely to decrease safety for motorists, bicyclists, and pedestrians, particularly on major streets. Traffic stripes and pavement markings have been identified as one of the most cost-effective means of improving highway safety.

DISCUSSION:

The City completes striping maintenance on a 3-year cycle. This equates to striping 18 school crosswalks and 15 signalized intersections in-house annually and contracting out approximately 28 miles of roadway to be performed by an outside contractor. This is due in part to inadequate equipment to allow for staff to maintain more markings/striping in-house.

Currently, staff is utilizing a thermoplastic applicator (handliner) to conduct the in-house striping. The handliner melts the molten paint material, but is inefficient. It takes approximately 1 - 2 hours to heat the material from granules or block. Once the handliner is empty it takes another 45 minutes minimum, to heat enough material to get back to work. It takes staff approximately 8 hours to restripe a standard intersection with a handliner. It is a slow and laborious process.

The most effective way to heat the molten paint material is in a kettle (pre-melter). Kettles are separate pieces of equipment that are attached to a trailer. The kettles are designed to heat the granules or blocks in large amounts and to maintain the material at a specific temperature while staff is placing markings. It takes the thermoplastic pre-melter only 1 hour to heat up approximately 700 lbs of thermoplastic paint material. In an 8-hour timeframe, staff would be able to restripe up to 3 intersections.

The thermoplastic pre-melter would substantially increase the amount of striping to be completed in-house thereby eliminating the high cost of outsourcing these services. In addition to the cost savings and improved efficiency, the City's response time for completing striping services would improve considerably. Striping is especially important to roadway safety where crosswalks, lane markings, and pavement legends are used to reinforce regulatory signs.

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on March 1 and March 5, 2013 and the Arizona Business Gazette on February 28, 2013. Two (2) bids were received and opened on March 21, 2013. Each bid package was reviewed and one (1) of the two (2) bidders met the bidding requirements. The attached Bid Tabulation Sheet provides a detailed, bid item breakdown of each submitted bid.

CenterLine Supply West, Inc. with a base bid amount of \$57,998.00 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes CenterLine Supply West, Inc. to be competent and qualified for this project. CenterLine Supply West, Inc. has successfully provided similar equipment for other local government agencies.

The contract is on file with the City Clerk.

BUDGETARY IMPACT:

Funding for the thermoplastic pre-melter trailer is available in Traffic Engineering's Operating Budget 201-5925-00-6790 and is proposed to be transferred to 201-5925-00-8630.

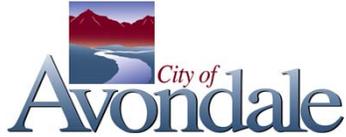
RECOMMENDATION:

Staff recommends that the City Council award a contract to CenterLine Supply West, Inc. to purchase a thermoplastic pre-melter trailer, authorize the transfer of \$64,000 from 201-5925-00-6790 to 201-5925-00-8630 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

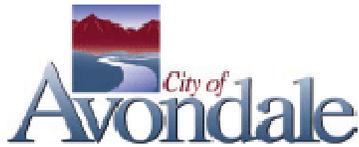
Click to download

[Bid Tab](#)



CITY OF AVONDALE
BID TABULATION SHEET
IFB EN-13-034
BID DATE: March 21, 2013

				Advanced Striping Equipment		CenterLine Supply West	
				Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price
1	Thermoplastic Pre-Melter Trailer with a minimum GVRW rating of 12,000 lbs. The unit shall consist of a trailer equipped with one dual 1,000 lb. (2,000 lb. total capacity) thermoplastic pre-melter mounted at the rear of the trailer platform.	1	LS	\$54,245.00	\$54,245.00	\$57,998.00	\$57,998.00
SUBTOTAL					\$54,245.00		\$57,998.00
Taxes As Applicable					\$3,797.15		\$5,393.81
TOTAL BASED ON UNIT PRICES					\$58,042.15		\$63,391.81
TOTAL SUBMITTED BY BIDDER					\$54,245.00		\$63,391.81
Meets City of Avondale Specifications					No		Yes



CITY COUNCIL REPORT

SUBJECT:

Resolution 3098-413 - Governor's Office of Highway Safety Grant - Police Department

MEETING DATE:

April 1, 2013

TO: Mayor and Council

FROM: Janice Simpson, Grants Administrator (623) 333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting the City Council adopt a resolution authorizing the submission of a grant application through the Governor's Office of Highway Safety for the Avondale Police Department in the amount of \$43,810 and acceptance of award, should the Avondale Police Department be selected for funding for the purchase of seven handheld electronic citation (e-citation) devices, thermal citation paper, and a speed trailer.

BACKGROUND:

The GOHS funds are allocated to finance state and local government highway safety projects and augment ongoing or local program expenditures. Funds are awarded to support programs that address accident investigation, impaired driving, emergency medical services, occupant protection, pedestrian and bicycle safety, traffic services/speed control, traffic records/roadway safety, and motorcycle safety. Avondale Police Department has utilized GOHS funding for officer overtime for DUI enforcement as well as laser guns for speed enforcement in the past.

DISCUSSION:

The use of electronic devices to capture and report citation information as opposed to manual entry greatly reduces the potential for errors in record information, reduces officer time for each stop, and allows a smooth transmission of data to the court and DPS. Avondale PD currently uses e-citation devices that are outdated and limited in their use. The devices being requested will replace seven of the eight. The updated software bundle supplies officers with Avondale street name tables and simplifies the dropdown process for officers. The request includes thermal paper necessary to issue citations.

Police in Avondale currently use a speed trailer that is outdated and limited in its use to enhance traffic safety. The trailer is more than ten years old, not in good working condition, large and heavy limiting where it may be located, and only displays speed, rather than capturing data. The requested replacement is more efficient and captures data for analysis by the traffic division.

BUDGETARY IMPACT:

If awarded, the grant is a one-year cycle from October 1, 2013 through September 30, 2014. Funds are requested in the amount of \$43,810 and are granted on a reimbursement basis. The Avondale Police Department will be responsible for operating and maintenance costs associated with the equipment purchased through this request. There is no match requirement for this grant.

RECOMMENDATION:

Staff recommends the City Council authorize the grant application for \$43,810 for seven e-citation devices, thermal citation paper, and a speed trailer, as well as authorize acceptance of the grant

award, should it be offered, and authorize the Mayor, City Manager or City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[RES 3098-413 GOHS Grant for Police Department](#)

RESOLUTION 3098-413

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE PURCHASE OF ELECTRONIC CITATION EQUIPMENT AND A SPEED TRAILER BY THE POLICE DEPARTMENT AND APPROVAL OF ANY RESULTING GRANT AGREEMENT.

WHEREAS, the Arizona Governor's Office of Highway Safety ("GOHS") is accepting proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit a grant application (the "Application") to be considered by GOHS for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration for the City of Avondale (the "City") to purchase electronic citation equipment and a speed trailer (the "Equipment") for the City's police department.

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

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

SECTION 2. The submission of the Application to GOHS for consideration for funding in order to purchase the Equipment is hereby approved.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and any resulting grant agreements and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 1, 2013.

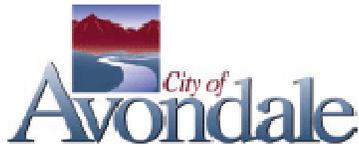
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Contributions Assistance Program and Sub-Committee Appointment

MEETING DATE:

April 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve a time line for the Contributions Assistance Program, appoint a Council Subcommittee to review and recommend funding, approve a staff committee to review applications for eligibility, and determine the eligibility criteria.

BACKGROUND:

The Contributions Assistance Program was established by City Council to provide a supplemental funding source to those organizations providing services to the residents of the City of Avondale. The program has changed over the past few years to reflect the priorities of the Council and the financial constraints of the budget. In 2003 the City Council limited funding to those organizations providing health and human services. The following is the recent funding history:

- FY 2009: \$80,000
- FY 2010: \$50,000
- FY 2011: \$50,000
- FY 2012: \$50,000
- FY 2013: \$50,000

Twenty-four applications were received for Fiscal Year 2012-2013. The total funding request from all applications totaled \$276,160. Council approved the funding of fourteen non-profit agencies totaling \$50,000. The City Council awarded funds to the following agencies. An asterisk denotes an agency that did not receive funding through this program in the previous year.

- Community Bridges: \$7,500
- St. Mary's Food Bank Alliance: \$7,000
- New Life Center: \$7,000
- Kids At Hope: \$5,000
- A New Leaf: \$5,000
- Boys & Girls Club: \$5,000
- Teen Lifeline*: \$3,000
- Southwest Lending Closet: \$3,000
- Warren J. Brown Foundation*: \$3,000
- Jobs for Arizona Graduates*: \$2,500
- Alzheimer's Association, Desert Southwest Chapter*: \$2,000

DISCUSSION:

The following is a tentative schedule for identifying the Contributions Assistance Program awardees.

- April 16, 2013: Application period open and notification sent to potential applicants
- May 16, 2013: Application deadline
- May 20 - June 10, 2013: Review period
- June 17, 2013: Tentative date for City Council consideration of funding recommendations

The above schedule allows approximately thirty days from the time the request for applications is distributed to the time the completed applications are due. Once the applications are received, the staff committee will review them to ensure eligibility and to provide an evaluation of applications for the Council Sub-committee. The staff committee will forward the eligible applications to the Council Subcommittee for evaluation of applications, selection, and determination of funding levels. Council is requested to appoint members to the Council Subcommittee for this process. The Council Subcommittee for FY 2012-2013 was:

- Vice Mayor Stephanie Karlin
- Councilmember Jim Buster
- Councilmember Frank Scott

Staff is requesting that City Council approve the criteria for evaluating and prioritizing applicants. The following criteria are recommended:

1. Provision of direct services which improve the health and welfare of Avondale residents.
2. Current, timely and accurate reports from current recipients.
3. Ability to generate revenue from other sources. Priority will be given to special projects. However, requests for operating support toward direct and measurable services will be considered. Administrative costs will not be eligible.
4. Priority will be given to services and initiatives that support and address City Council goals.
5. Services provided at the Care1st Avondale Resource and Housing Center will be given priority.

The abovementioned criteria are the same from the previous year. Staff recommends maintaining these criteria when weighing applications.

BUDGETARY IMPACT:

The budget will include \$50,000 out of the General Fund for the Contributions Assistance Program for FY 2013-2014 .

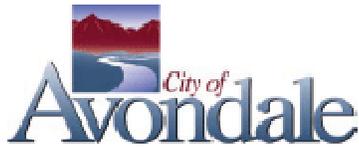
RECOMMENDATION:

Staff recommends that the City Council appoint a Council Subcommittee to review and recommend organizations to receive assistance and approve the funding criteria and priorities.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Construction Contract Award - Cactus Asphalt

MEETING DATE:

April 1, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve a construction contract with Cactus Asphalt, a Division of Cactus Transport to provide construction services for the Paving Improvement Plan - Rancho Santa Fe from Dysart Road to McDowell Road project in the amount of \$437,824.24, authorize the transfer of \$45,000.00 from 304-1267-00-8420 to 304-1290-00-8420, 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 Rancho Santa Fe Boulevard from Dysart Road to McDowell. This project consists of improving the roadway in order to improve the structural integrity of the existing roadway surface thereby extending its service life and improving drivability.

DISCUSSION:

The project area has high volumes of local and through traffic. It is important to the City that a safe and steady traffic flow be maintained as well as minimizing the impact to local residents and business owners. The work for this project will be performed as two distinct segments. The first segment, the Re-Construction Segment, is from Dysart Road to Walmart's most easterly driveway. The Contractor will be allowed a full lane closure beginning 9:00PM Sunday through Tuesday morning at 5:00AM. The roadway must be fully operational, including temporary striping by 5:00AM Tuesday. The second segment, the Mill and Overlay Segment, is from Walmart's most easterly driveway to McDowell Road. Two lanes of traffic for this segment of work will be maintained at all times.

The City's public relations firm has contacted all businesses and residents within the project limits to inform them of the upcoming project. Four weeks prior to the date of the full street closure, the Contractor will notify the City so coordination with Walmart and other business owners can occur and residents can be informed of the closing and alternative routes can be provided.

SCOPE OF WORK FOR THIS PROJECT WILL INCLUDE:

- Removal and reconstruction of asphalt concrete pavement, curb and concrete
- Mill and Overlay
- Installation, replacement or adjustment of survey monuments, manhole covers and water valve covers
- Application of a Petromat paving fabric
- Adjustment of the existing manhole covers and water valve lids.
- Installation of temporary and thermoplastic striping

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on February 26 and March 5, 2013 and the Arizona Business Gazette on February 28, 2013. The Development Services and Engineering Department held a mandatory pre-bid meeting on March 6, 2013. On March 19, 2013, five (5) bids were received and opened. Each bid package was reviewed and all bidders met the bidding requirements. The following is a list of the bid amounts received:

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>DBE</u>
RK Sanders	\$728,593.00	No
J Banicki Construction	\$489,496.69	No
ABC Asphalt	\$616,263.15	No
Cactus Asphalt	\$437,824.24	No
Combs Construction	\$440,009.32	No

See the attached bid tabulation sheet for a detailed, bid item breakdown of each submitted bid.

Cactus Asphalt with a bid of \$437,824.24 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Cactus Asphalt to be competent and qualified for this project. Cactus Asphalt has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. The contract is on file with the City Clerk.

TENTATIVE CONSTRUCTION SCHEDULE IS AS FOLLOWS:

<u>PROJECT MILESTONES</u>	<u>TARGET DATES</u>
Issue Notice of Award	04/02/13
Pre-Construction Conference	04/09/13
Issue Notice to Proceed	05/16/13
Begin Construction	05/16/13
Completion	06/16/13

BUDGETARY IMPACT:

Funding in the amount of \$45,000.00 is available in CIP Street Fund Line Item 304-1267-00-8420 and is proposed to be transferred to CIP Street Fund Line Item 304-1290-00-8420, Rancho Santa Fe (East of Dysart). The remaining funding for this contract is available in the Rancho Santa Fe (East of Dysart) CIP Street Fund Line Item.

RECOMMENDATION:

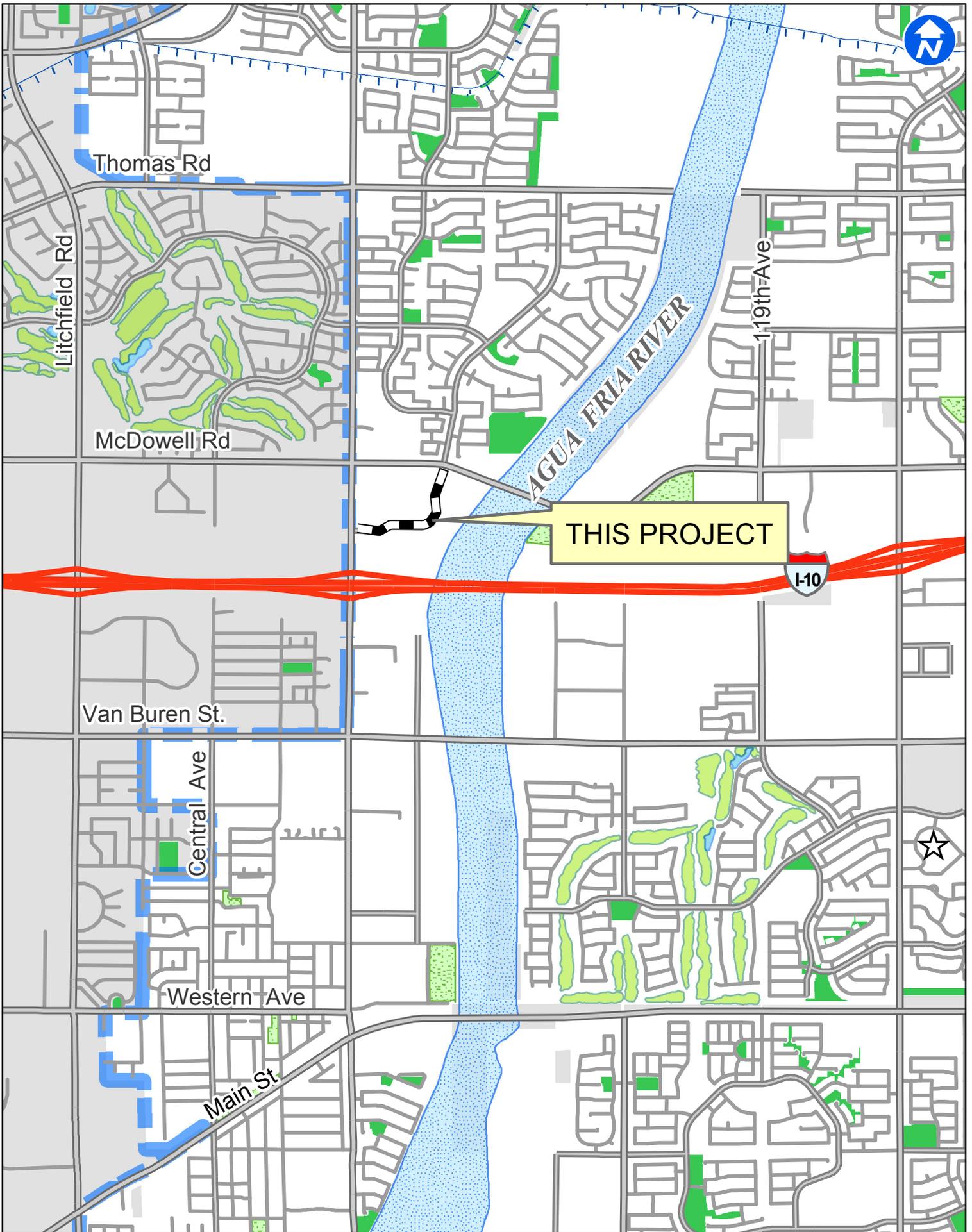
Staff recommends that City Council approve a construction contract with Cactus Asphalt, a Division of Cactus Transport (Cactus Asphalt) to provide construction services for the Paving Improvement Plan - Rancho Santa Fe from Dysart Road to McDowell Road project in the amount of \$437,824.24, authorize the transfer of \$45,000.00 from 304-1267-00-8420 to 304-1290-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

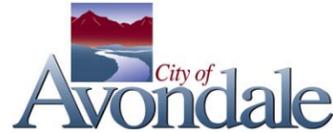
[Vicinity Map](#)

[Bid Tab](#)



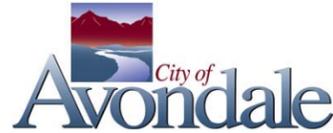
Vicinity Map

RANCHO SANTA FE IMPROVEMENTS



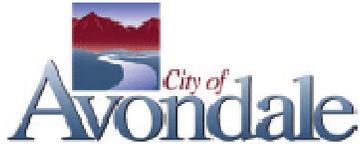
**CITY OF AVONDALE
 BID TABULATION SHEET
 EN12-014 Paving Improvement Plan - (Rancho Santa Fe) Dysart to McDowell Road (ST1290)
 BID DATE: March 19, 2013**

Item No.	Description of Materials and/or Services	Qty	Unit	RK Sanders		J Banicki		ABC Asphalt		Cactus Asphalt		Combs Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
105.80100	Construction Staking, Survey and Layout	1	LS	\$9,920.00	\$9,920.00	\$2,800.00	\$2,800.00	\$10,108.00	\$10,108.00	\$1,400.00	\$1,400.00	\$3,500.00	\$3,500.00
105.80200	As-built Documentation	1	LS	\$1,984.00	\$1,984.00	\$2,500.00	\$2,500.00	\$1,011.00	\$1,011.00	\$1,400.00	\$1,400.00	\$500.00	\$500.00
107.02000	NPDES/AZPDES; SWPPP	1	LS	\$9,570.00	\$9,570.00	\$3,400.00	\$3,400.00	\$16,680.00	\$16,680.00	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
109.09010	Mobilization/Demobilization	1	LS	\$21,426.00	\$21,426.00	\$8,056.11	\$8,056.11	\$24,260.00	\$24,260.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
301.01001	Aggregate Base (AB) Course Removal & Preparation (2.5 Inches – Approximately)	2700	SY	\$4.00	\$10,800.00	\$2.40	\$6,480.00	\$7.28	\$19,656.00	\$0.70	\$1,890.00	\$0.50	\$1,350.00
308.02000	Paving Fabric (Petromat 4598 or equal)	12380	SY	\$6.00	\$74,280.00	\$2.50	\$30,950.00	\$1.50	\$18,570.00	\$1.40	\$17,332.00	\$2.70	\$33,426.00
310.03275	Aggregate Base Course (Contingency)	200	Ton	\$32.00	\$6,400.00	\$21.00	\$4,200.00	\$20.22	\$4,044.00	\$14.00	\$2,800.00	\$13.00	\$2,600.00
316.01000	Asphalt Pavement Crack Sealing (Less or Equal to 1.5 Inches) (Craftco PolyFlex Type 4 or Equal)	1	LS	\$8,994.00	\$8,994.00	\$8,714.42	\$8,714.42	\$15,165.00	\$15,165.00	\$3,800.00	\$3,800.00	\$7,000.00	\$7,000.00
317.01025	Mill 1.0 Inch AC	11900	SY	\$3.00	\$35,700.00	\$1.20	\$14,280.00	\$1.73	\$20,587.00	\$1.20	\$14,280.00	\$1.50	\$17,850.00
321.00200	Asphaltic Concrete Surface Course 1/2 Inch – Gyratory Mix (2 Inches - 1 Lift, Mill Section)	1340	TON	\$94.00	\$125,960.00	\$77.00	\$103,180.00	\$90.97	\$121,899.80	\$65.00	\$87,100.00	\$60.00	\$80,400.00
321.00220	Asphaltic Concrete Surface Coarse, 3/4 Inch, Gyratory Mix (2-3 Inch Lifts)	890	TON	\$101.00	\$89,890.00	\$74.00	\$65,860.00	\$77.23	\$68,734.70	\$62.00	\$55,180.00	\$62.00	\$55,180.00
329.01000	Emulsified Bituminous Tack Coat	2	TON	\$2,468.00	\$4,936.00	\$800.00	\$1,600.00	\$5,560.00	\$11,120.00	\$1,150.00	\$2,300.00	\$1,000.00	\$2,000.00
336.01100	Permanent Pavement Replacement (MAG Standard Detail 200-1 "A")	600	SY	\$39.00	\$23,400.00	\$31.00	\$18,600.00	\$56.61	\$33,966.00	\$22.00	\$13,200.00	\$16.00	\$9,600.00
336.02100	Asphalt Patching	200	SY	\$57.00	\$11,400.00	\$40.00	\$8,000.00	\$31.34	\$6,268.00	\$57.00	\$11,400.00	\$19.00	\$3,800.00
340.01131	6 Inch Vertical Curb and Gutter MAG Standard Detail 220-1, Type 'A'	50	LF	\$16.00	\$800.00	\$40.00	\$2,000.00	\$36.39	\$1,819.50	\$17.50	\$875.00	\$21.00	\$1,050.00
340.01210	4 Inch Thick Sidewalk, MAG Standard Detail 230 (Width-Varies)	50	SF	\$6.00	\$300.00	\$5.25	\$262.50	\$10.11	\$505.50	\$16.00	\$800.00	\$2.80	\$140.00
340.01300	Concrete Sidewalk Ramps (Per Detail or as directed by the City)	2400	SF	\$11.00	\$26,400.00	\$9.00	\$21,600.00	\$8.26	\$19,824.00	\$11.00	\$26,400.00	\$8.00	\$19,200.00
340.01405	Private Concrete Driveway Replacement:	160	SF	\$12.00	\$1,920.00	\$9.50	\$1,520.00	\$9.48	\$1,516.80	\$11.00	\$1,760.00	\$5.25	\$840.00
340.01452	Commercial Driveway Entrance	160	SF	\$17.00	\$2,720.00	\$10.50	\$1,680.00	\$11.37	\$1,819.20	\$11.00	\$1,760.00	\$5.75	\$920.00
340.01600	Concrete Valley Gutter and Apron	10	SF	\$16.00	\$160.00	\$19.00	\$190.00	\$18.19	\$181.90	\$80.00	\$800.00	\$10.25	\$102.50
345.01100	Adjust Sewer Manhole Frame and Cover to Grade	4	EA	\$463.00	\$1,852.00	\$450.00	\$1,800.00	\$910.00	\$3,640.00	\$440.00	\$1,760.00	\$400.00	\$1,600.00
345.01101	Adjust Sewer Manhole Frame and Cover to Grade (High Early Strength Concrete)	2	EA	\$503.00	\$1,006.00	\$450.00	\$900.00	\$910.00	\$1,820.00	\$450.00	\$900.00	\$425.00	\$850.00
345.01410	Adjust Water Valve Box and Cover to Grade	10	EA	\$371.00	\$3,710.00	\$400.00	\$4,000.00	\$505.00	\$5,050.00	\$410.00	\$4,100.00	\$375.00	\$3,750.00
345.01411	Adjust water valve box and cover to grade (High Early Strength Concrete)	5	EA	\$397.00	\$1,985.00	\$400.00	\$2,000.00	\$505.00	\$2,525.00	\$420.00	\$2,100.00	\$385.00	\$1,925.00
350.01300	Sawcut and Removal of Asphalt Concrete Pavement	2700	SY	\$11.00	\$29,700.00	\$1.40	\$3,780.00	\$4.60	\$12,420.00	\$3.40	\$9,180.00	\$3.00	\$8,100.00
350.01800	Remove Existing Concrete Curb and Gutter	50	LF	\$4.00	\$200.00	\$13.00	\$650.00	\$18.19	\$909.50	\$8.00	\$400.00	\$7.25	\$362.50



CITY OF AVONDALE
BID TABULATION SHEET
EN12-014 Paving Improvement Plan - (Rancho Santa Fe) Dysart to McDowell Road (ST1290)
BID DATE: March 19, 2013

Item No.	Description of Materials and/or Services	Qty	Unit	RK Sanders		J Banicki		ABC Asphalt		Cactus Asphalt		Combs Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
350.01900	Remove Existing Concrete Sidewalk, Ramp, Driveway, Valley Gutter, and Slab	2400	SF	\$8.00	\$19,200.00	\$3.75	\$9,000.00	\$1.18	\$2,832.00	\$3.00	\$7,200.00	\$2.50	\$6,000.00
401.01000	Traffic Control	1	LS	\$32,006.00	\$32,006.00	\$17,000.00	\$17,000.00	\$20,216.00	\$20,216.00	\$13,400.00	\$13,400.00	\$9,915.42	\$9,915.42
401.01100	Uniformed Off-Duty Officer (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
405.00020	Survey Monument, (MAG Standard Detail 120-1, Type "B")	8	EA	\$146.00	\$1,168.00	\$110.00	\$880.00	\$1,010.00	\$8,080.00	\$88.00	\$704.00	\$80.00	\$640.00
462.01100	100 mm (4") White Thermoplastic Traffic Stripe	9100	LF	\$1.00	\$9,100.00	\$0.50	\$4,550.00	\$1.27	\$11,557.00	\$0.50	\$4,550.00	\$0.43	\$3,913.00
462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	6200	LF	\$0.50	\$3,100.00	\$0.40	\$2,480.00	\$1.27	\$7,874.00	\$0.50	\$3,100.00	\$0.43	\$2,666.00
462.01511	Thermoplastic Left Turn Arrow	5	EA	\$171.00	\$855.00	\$155.00	\$775.00	\$79.00	\$395.00	\$140.00	\$700.00	\$125.00	\$625.00
462.01518	Thermoplastic Symbol, Thru/Right Turn Arrow	3	EA	\$273.00	\$819.00	\$250.00	\$750.00	\$76.00	\$228.00	\$210.00	\$630.00	\$210.00	\$630.00
462.01520	Thermoplastic, Bike Lane & Arrow	4	EA	\$287.00	\$1,148.00	\$270.00	\$1,080.00	\$99.00	\$396.00	\$365.00	\$1,460.00	\$400.00	\$1,600.00
463.01400	Reflectorized Raised Pavement Markers (Type 911-A, Blue 2-Way) (COA Standard Detail A1037)	7	EA	\$16.00	\$112.00	\$20.00	\$140.00	\$19.50	\$136.50	\$8.00	\$56.00	\$10.00	\$70.00
464.02000	Perforated Sign Post, A1033	130	LF	\$60.00	\$7,800.00	\$20.00	\$2,600.00	\$20.25	\$2,632.50	\$17.00	\$2,210.00	\$15.00	\$1,950.00
465.01003	Flat Sheet Aluminum Sign/Panel, Diamond Grade	77	SF	\$56.00	\$4,312.00	\$25.00	\$1,925.00	\$11.82	\$910.14	\$14.00	\$1,078.00	\$12.20	\$939.40
SUBTOTAL					\$685,033.00		\$460,183.03		\$579,358.04		\$411,605.00		\$411,994.82
Taxes As Applicable					\$43,560.00		\$29,313.66		\$36,905.11		\$26,219.24		\$28,014.50
TOTAL BASED ON UNIT PRICES					\$728,593.00		\$489,496.69		\$616,263.15		\$437,824.24		\$440,009.32
TOTAL SUBMITTED BY BIDDER					\$728,593.00		\$489,496.69		\$616,263.15		\$437,824.24		\$440,009.32
Required Attachments Included?					Yes		Yes		Yes		Yes		Yes



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
April 1, 2013

TO: Mayor and Council
FROM: Andrew McGuire, City Attorney (602) 257-7664
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's annual evaluation.

ATTACHMENTS:

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No Attachments Available