JPA-81-11

26764

A.G. CONTRACT NO. 80-894

LANDSCAPE MAINTENANCE AGREEMENT

ARIZONA PROJECT I-17-1(110)

(16th Street - 7th Avenue)

THIS AGREEMENT, made this 23rd day of April, 1981, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Phoenix, a municipal corporation, thereunto duly authorized, hereinafter designated as City.

WITNESSETH:

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas within the right-of-way on Interstate 17 from 16th Street Roadway Station 187+48.58 to 7th Avenue Roadway Station 80+76.51, a net distance of approximately 2.02 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108, as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the Federal Highway Administration for approval.

2. Upon approval, the project will be constructed by the Department of Transportation using federal funds apportioned to the State of Arizona.

NO. 7108
FILED WITH SECRETARY OF STATE
Date Filed 5-15-81
Secretary of State

3. The City shall furnish and install necessary water services from existing water mains to the designated locations within the right-of-way from 16th Street Roadway Station 187+48.58 to 7th Avenue Roadway Station 80+76.51 at the City established water service schedule rates, all at Department of Transportation expense.

4. The City shall furnish all water during construction phase, and all water hereafter necessary to properly maintain the landscape between the right-of-way lines from 16th Street Roadway Station 187+48.58 to 7th Avenue Roadway Station 80+76.51, all at City expense.

5. The Department of Transportation shall maintain the landscaping and irrigation system within the right-of-way from 16th Street Roadway Station 187+48.58 to 7th Avenue Roadway Station 80+76.51.

6. The Department of Transportation shall furnish all electrical power necessary to maintain the landscaping within the right-of-way from 16th Street Roadway Station 187+48.58 to 7th Avenue Roadway Station 80+76.51.

7. The City hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an

action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other damage occurs as aforesaid, the City assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

8. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

9. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Phoenix that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

10. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

11. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____
Chief Deputy State Engineer

CITY OF PHOENIX, a municipal corporation

MARVIN A. ANDREWS, City Manager

By _____
EDWARD M. HALL
Street Transportation Administrator

ATTEST:

_____
ACTING City Clerk

STATE OF ARIZONA)
:
County of Maricopa)

I, Robert M. Vanegas, Acting City Clerk of the City of Phoenix, Arizona, do hereby certify that the following is a true and correct extract of the minutes of the City Council meeting held April 7, 1981:

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Phoenix, Arizona. Done in Phoenix, Arizona this 23rd day of April, 1981.

Robert M. Vanegas

LOCAL STREET PAVING IMPROVEMENT DISTRICT - AUTHORIZATION TO ISSUE BONDS FOR UNPAID ASSESSMENTS - PROJECT P-77-191.00(ID) - F-5053

Resolution 15599 of the Council of the City of Phoenix providing for the issuance of improvement bonds for the improvement of certain portions of the south half of Missouri Avenue from 33rd Avenue to 29th Avenue by the construction of paving, curb and gutter, sidewalk, etc., in the City of Phoenix; and declaring an emergency, was presented to the Council and read by title only.

Construction	$266,448.52
Other Costs*	41,813.53
Total Project Cost	$308,262.05
Less City Participation	236,458.74
Amount of Assessments	$ 71,803.31
Less Paid Assessments	33,918.04
Unpaid Assessments	$ 37,885.27

* Engineering, including design, survey, inspection, printing, advertising, and incidentals.

MOTION was made by Mr. O'Dell, SECONDED by Mr. Adams, that Resolution 15599 be adopted.

Roll Call: Ayes: Adams, Carter, Goode, O'Dell, White, Vice Mayor Starr and Mayor Hance
Nays: None
Absent: None

MOTION CARRIED. Resolution adopted.

NEW BUSINESS

There being no one present in opposition, MOTION was made by Mr. O'Dell, SECONDED by Mr. Adams, that the following twenty-four requests be approved as recommended, and that April 28, 1981, be set as the date for hearing on assessments on Projects P-79-024.00(ID) and P-79-302.00(ID). MOTION CARRIED UNANIMOUSLY.

Mr. Goode made reference to the landscape agreements with the Arizona Department of Transportation, stating that he was pleased to see that after so many years action was finally being taken.

TERMINATION AND REAWARD OF AGREEMENT FOR WATER METER BOX COVERS - REQUIREMENTS CONTRACT - F-1279

The Council heard request to authorize the City Manager to terminate Agreement P-1887-81 awarded by Council to J & M Supply, Inc., Phoenix, Arizona, on October 7, 1980, as a result of IFB 80-145 and to reaward Items 1 and 2 of IFB 80-145 to Western Concrete Pipe Company, Phoenix, Arizona, the next low bidder. The agreement is for the supply of No. 1 and No. 2 water meter boxes during the contract period beginning October 7, 1980, and ending September 30, 1981.

LANDSCAPE MAINTENANCE AGREEMENTS WITH ARIZONA DEPARTMENT OF TRANSPORTATION - MARICOPA FREEWAY INTERSTATE 17 - AGREEMENTS 26764 AND 26765 - F-3809

The Council heard request to authorize the City Manager to enter into maintenance agreements with the Arizona Department of Transportation for two landscape projects on the Maricopa Freeway Interstate 17 from 16th Street to 7th Avenue and from 7th Avenue to Buckeye Road. These projects will provide improved landscaping of this portion of Interstate 17. This is a continuation of the maintenance agreements with ADOT wherein all maintenance costs other than water are borne by ADOT.

CALL FOR PROPOSALS FOR RETAIL MERCHANDISE AND BARBER SHOP CONCESSIONS - PHOENIX SKY HARBOR INTERNATIONAL AIRPORT - F-3536, F-4966 AND F-5016

The Council heard request to authorize the City Manager to call for sealed proposals for the operation of retail merchandise concessions in Terminals 1, 2, and 3 and a barber shop concession in Terminal 2 at Phoenix Sky Harbor International Airport.

AVIATION PROJECT A-74-144.03 - AGREEMENT 26766 - F-4297

The Council heard request to authorize the City Manager to execute an agreement with International Engineering Company, Inc., Consulting Engineers, for engineering services incidental to the preparation of plans, specifications and cost estimates for reconstruction of the apron and taxiways at Phoenix Sky Harbor International Airport. Major elements of the project include rebuilding portions of Taxiway B, construction of a new taxiway, reconstruction of general aviation apron, taxiway lighting, and a storm drainage system to accommodate these improvements. The engineer shall also assist with the preparation of the necessary appplications for ADAP funding. The estimated construction cost is $3,365,000.

EXTENSION OF MARKETING AGREEMENT 23980 WITH GRUBB AND ELLIS - FIRST FLOOR OF HYATT REGENCY PARKING GARAGE - F-4579

The Council heard request to authorize the City Manager to extend Exclusive Marketing Agreement 23980 with Grubb and Ellis Commercial Brokerage Company for the marketing of the first floor of the Hyatt Regency Parking Garage for an additional one-year period, through December 4, 1981. All other terms of the agreement will remain unchanged.

Mr. Perry cited numerous personal experiences he had had as a former employee of American Cable Television in which unfair employment practices were exercised. Mr. Perry also noted that there had been numerous instances of wrong doings regarding hiring practices, religious preferences, firing practices, promotional opportunities, etc., with regard to American Cable Television. It was his opinion they were in violation of the laws of the City of Phoenix and actions taken were not in the best interest of the citizens of the City of Phoenix.

Mr. Perry stated he intended to approach the cities of Tempe, Glendale, and Scottsdale and present the same information. He requested that the City Council take a long hard look at the method of operation of American Cable Television. He also urged Council to conduct a thorough investigation and requested that American Cable Television either clean up their act or that their permit be revoked,

MICHAEL MARTIN

Mr. Michael Martin, 1138 E. Monte Vista, addressed the Council regarding the public transit system. Mr. Martin stated he and numerous other transit riders had made formal complaints regarding the service of the transit system and had received no satisfaction.

Mr. Martin enumerated many problems he had encountered as a public transit user and requested help from the Council in solving some, if not all, of those problems.

Mr. Martin made some suggestions regarding the upgrading of the public transit system, and in particular the posting of the bus schedule at the bus terminal. It was Mr. Martin's hope that Council could alleviate many of the problems experienced by users of the Phoenix Transit System.

Mayor Hance stated she was surprised to find that many of the concerns expressed by Mr. Martin had not been addressed, but that a response would be provided for him.

ADJOURNMENT

There being no further business to come before the Council, MOTION was made by Mrs. Carter, SECONDED by Mr. O'Dell, that the meeting be adjourned. MOTION CARRIED UNANIMOUSLY.

Margaret T. Hance
MAYOR

ATTEST:

Vicky Miel
CITY CLERK

dmg

RESOLUTION

Be it resolved on this date, May 11, 1981, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF PHOENIX, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the City of Phoenix as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

W A Ordway

WILLIAM A. ORDWAY, Director
Department of Transportation

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 20th day of April, 1981.

ANDY BAUMERT
The City Attorney

By L. VERDE RHUE
Acting City Attorney

OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 80-894, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of December, 1980.

ROBERT K. CORBIN
Attorney General

Albert Morgan

ALBERT MORGAN
Assistant Attorney General
Transportation Division